

BID DOCUMENT

FOR

MAINTENANCE OF GENERAL MECHANICAL EQUIPMENT AT GEORGE AIRPORT FOR A PERIOD OF FIVE (5) YEARS

Bid Reference Number: RA6995/2022/RFP

25 JULY 2023

Issued by

Airports Company South Africa
George 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 BIDDER:

BIDDER'S DETAILS

1.	NAME OF BIDDER (BIDDING ENTITY)	
		(FULL NAME, i.e. (CC, (Pty) Ltd, JV, SOLE PROPRIETOR

Tel +27 11 723 1400 Fax +27 11 453 9354

Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatswayo, Dr KH Badimo, F Sefara (Company Secretary)

2.	TEL NUMBER	
3.	FAX NUMBER	
4.	EMAIL	
5.	NAME OF CONTACT	
6.	NATIONAL TREASURY CSD REGISTRATION NUMBER	

Tel +27 11 723 1400 Fax +27 11 453 9354
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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders on 25 July 2023** for the maintenance of general mechanical equipment at George Airport for a period of five (5) years.

Only tenderers who are a CIDB contractor grading of only 3ME or higher as stated on the Tender Data may submit tender offers.

Tender Document Availability

Tender document are available from **25 July 2023** 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 Ms Mochaki Monyela E-mail address: tenders.scm8@airports.co.za

Closing date for enquiries is **10 August 2023 at 16:00PM**.

Compulsory Briefing and Site Inspection

A compulsory briefing session will be held on **03 August 2023 at 11:00 (AM)**. The session will be held at the following location:

Venue

Outeniqua boardroom
George Airport,
Old Mossel bay Road,
George,
6530

Tenderer's representatives are required to bring identification document (smart ID/ ID book /drivers' licence) for site inspection.

Site visit:

There will be a site visit upon request.

Closing Date

The closing time for receipt of tenders is **29 August 2023 at 12:00PM** (South African Time)..

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

No late tenders will be accepted.

Bid documents must be submitted on or before **12:00 (PM) on 29 August 2023** using the following method(s):

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where

the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before **12:00 (PM) on 29 August 2023** using the following method(s):

Location of tender box:

Outeniqua boardroom,
George Airport,
Old Mossel bay Road,
George,
6530

Note: The tender box will be placed in the office next to the Outeniqua Boardroom door.

Telephonic, telegraphic, telex and facsimile tenders will not be accepted.

- **Please also send a we-transfer link of your tender documents for backup of the physical submitted tender documents together with the above physical submission.**
- **Tenderers must submit two (two) files, one (01) original and one (01) copy of their tender submission document.**

Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

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	The Tender Documents issued by the Employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender Part T2: Returnable Document T2.1 List of returnable documents T2.2 Returnable schedule Part C1: Agreements and Contract Data C1.1 Form of offer and acceptance C1.2 Contract data Part C2: Pricing Schedule C2.1 Pricing instructions C2.2 ACSA Service Level Agreement C2.3 Bills of Quantities Section 1 - Preliminaries Part C3: Scope of work Part C4: Site information Part C5: Annexures
C.1.4	The Employer's Agent is: Mochaki Monyela (SCM Representative) Email address: tenders.scm8@airports.co.za All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department
C.1.5	C1.5 Cancellation and Re-Invitation of Tenders C1.5.1 An employer may, prior to the award of the tender, cancel a tender if- - due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; - funds are no longer available to cover the total envisaged expenditure; or - no acceptable tenders are received. - there is a material irregularity in the tender process. C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	Procurement procedures C.1.6.1 General

	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. C.1.6.2 Competitive negotiation procedure C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply. C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect. C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer. C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
C.2	TENDERER'S OBLIGATIONS
C.2.1	Eligibility C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer. C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.2.2	Cost of tendering C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.6	Acknowledge addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	Clarification meeting The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1). 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.
C.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
C.2.9	Insurance Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10.3	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.
C.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	Alternative bids will not be considered.
C.2.13	Submitting a tender offer C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data. C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15	Closing time 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: Bid Submission Location of tender box: Outeniqua boardroom, George Airport, Old Mossel bay Road, George, 6530 Note: The tender box will be placed in the office next to the Outeniqua Boardroom door. Telephonic, telegraphic, telex and facsimile tenders will not be accepted. • Please also send a we-transfer link of your tender documents for backup of the physical submitted tender documents together with the above physical submission. • Tenderers must submit two (two) files, one (01) original and one (01) copy of their tender submission document. Bidders are requested to submit all bids in the format instructed, no other format will be acceptable Please send an additional email to the email address above, stating that you have made a submission once you have sent all your attachment. Identification details: Identification details: Bid Ref. No: RA6995/2022/RFP Title: MAINTENANCE OF GENERAL MECHANICAL EQUIPMENT AT GEORGE AIRPORT FOR A PERIOD OF FIVE (5) YEARS Closing Date: 29 August 2023, 12:00PM
C.2.16	Tender offer validity C.2.16.1 Hold the tender offer(s) valid for 12 weeks including weekends and public holidays for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data. C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI). C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.17	Clarification of tender offer after submission

	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.
C.3.2	Issue Addenda Addenda will be issued until three (3) working days before the tender closing time.
C.3.3	Return late tender offers 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.
C.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	Test for Responsiveness C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, (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, eg Qualifications, etc allow bidder reasonable time to submit.) C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9	Arithmetical errors, omissions and discrepancies. C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

	a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.												
C.3.10	Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.												
C.3.11	A staged approach will be used to evaluate tenders <table><tr><th>Stage 1</th><th>Stage 2</th><th>Stage 3</th><th>Stage 4</th><th>Stage 5</th><th>Stage 6</th></tr><tr><td>Test for Responsive ness As per Clause C3.8</td><td>Mandatory Requirements</td><td>Evaluate on functionality or the technical aspect of the bid</td><td>Evaluate price and Preference</td><td>Post tender negotiations (If Applicable)</td><td>Security* Vetting</td></tr></table> *If Deemed Necessary Stage 1 Test for responsiveness as outlined by the clause C3.8 above. Stage 2 Mandatory Administration Criteria (a) Completed in full and signed Form of offer C1.1. (b) Only tenderers who are a CIDB contractor grading of 3ME or higher. (c) Bidders must complete sign and acknowledge Bidder's Disclosure form SBD4. (d) Proof of a valid Letter of Good Standing with the Workers Compensation Commission. (e) Bidders must attend a compulsory site briefing session Stage 3 Functionality Evaluation Criteria Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations (If Applicable)	Security* Vetting
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6								
Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations (If Applicable)	Security* Vetting								

The functionality evaluation will be conducted by the end-user/operations/the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on functionality criteria. The criteria will be as follows:

Functionality Criteria

The functional evaluation will be based on a threshold, where bidders fail to achieve a minimum score for each criteria and sub criteria and a minimum of **55 %** on the functional stage will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows:

Description of quality criteria	WQ	Sub criteria	Minimum Threshold	Max Score
		Quality Score		
References and experience	50	Company Experience	25	50
Tenderer’s Resource Proposal	50	Contract Manager Experience	5	10
		Technician/artisan Experience	10	15
		Contract Manager Qualification	10	15
		Technician/artisan Qualification	5	10
TOTAL			55	100

Functionality Breakdown

Criteria Description	Minimum Threshold	Maximum Threshold
1. Company Experience & References The Tenderer should provide proof of similarity in the works (maintenance and repairs of Roller Shutter Doors, sliding doors, Mechanical Gates, Trolleys, Lifting Equipment) of previously maintained and repaired facilities. Its important for each reference to have on of the key assets which was maintained – Roller Doors or sliding doors. Any reference that does not have one of the two key assets will not be accepted. Submit Reference letter or completion certificates of facilities you maintained (Completed) as a proof that you did similar works. Where initial contract has been extended the bidder has to indicate such, as the initial contract period will be regarded as a successfully completed reference. <i>Note:</i> The reference letters or completion certificates must have the following information as a minimum to be counted as a valid experience: • On the tendering company's client letter head. • Scope of work should be clear. • Company contact person details (telephone number and email address) which you did work. • Duration (start and finish of the maintenance period). If any of the above minimum information is missing, such reference will not b accepted for evaluation purposes. • Less than 3 references submitted = 0 • 3 to 5 refences submitted = 25 • More than 5 references submitted = 50 No references for installation projects only will be accepted. In the event that the bidder has installed and maintained, they need to clearly identify the maintenance information.	25	50
2. Tenderers Resources (Experience) (Proof of experience should be reflected in the resources' CV's for evaluation purposes. The resources CV's should clearly state the role assigned for this contract). CV with previous experience as a contracts manager, technician/ artisan, technician-assistant respectively. Note: In a case where more than one resource per responsibility (i.e., more than one Contract Manager) has been tendered, all tendered resources will be evaluated, and an average score will be used as the final score for that sub criteria. Experience for the resources should be related to the assigned role and for relevant works (maintenance and repairs of: Roller Shutter Doors, sliding doors, Mechanical Gates, Trolleys, Lifting Equipment)		

	2.1 Contracts Manager Relevant Contracts Manager Experience <table><tr><td>Greater Than 8</td><td>5 - 8</td><td>5 or less</td></tr><tr><td>10</td><td>5</td><td>0</td></tr></table>	Greater Than 8	5 - 8	5 or less	10	5	0	5	10
Greater Than 8	5 - 8	5 or less							
10	5	0							
	2.2 Technician / Artisan Relevant Technician / Artisan experience (CV with previous experiences details and contactable reference of similar scope must be supplied) <table><tr><td>Greater Than 5 years</td><td>3 -5 years</td><td>3 years or less</td></tr><tr><td>15</td><td>10</td><td>0</td></tr></table>	Greater Than 5 years	3 -5 years	3 years or less	15	10	0	10	15
Greater Than 5 years	3 -5 years	3 years or less							
15	10	0							
	3. Tenderers Resources (Qualifications) (Proof of qualifications should be attached and reflect in the resources' CV's for evaluation purposes. Note: Foreign (non-South African) qualifications shall be accompanied by an SAQA equivalent letter/certificate. In a case where more than one resource per responsibility (i.e., more than one Site Manager) has been tendered, all tendered resources will be evaluated, and an average score will be used as the final score for that sub criteria. 3.1 Contracts Manager Relevant Contract Manager Qualification (must supply copies certificates) <table><tr><td>Technical Qualification in Engineering (I.e., Electrical or Mechanical, etc.) Minimum national diploma or N6.</td><td>Technical Qualification in Engineering (I.e., Electrical or Mechanical, etc.) Minimum N3 to N5.</td><td>Matric or less</td></tr></table>	Technical Qualification in Engineering (I.e., Electrical or Mechanical, etc.) Minimum national diploma or N6.	Technical Qualification in Engineering (I.e., Electrical or Mechanical, etc.) Minimum N3 to N5.	Matric or less	10	15			
Technical Qualification in Engineering (I.e., Electrical or Mechanical, etc.) Minimum national diploma or N6.	Technical Qualification in Engineering (I.e., Electrical or Mechanical, etc.) Minimum N3 to N5.	Matric or less							

	15	10	0		
	3.2 Technician / Artisan Relevant Technician / Artisan Qualification (must supply copies certificates)				
	N4 or higher qualification in mechanical/electrical engineering field and SAQA accredited Trade test (Fitter / Millwright) / mechanical / Electrical)	Minimum N3 qualification in mechanical/electrical engineering field and SAQA accredited Trade test (Fitter / Millwright) / mechanical / Electrical)	Less than N3 / Non-related		
	10	5	0	5	10
	Total			55	100

Stage 4 Price and Preference

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

80/20

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

or

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where:

Ps

Pt

Pmin

=

=

=

Points scored for price of tender under consideration

Price of tender under consideration

Price of lowest acceptable tender

Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

	Category	Specific Goals	Score
			20
	Construction IT Property Commercial Goods & Services	51% owned by Black male and Black women and Black youth and People living with disabilities	20
		51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15
		51% owned by Black male or Black women or Black youth or People living with disabilities	10
		Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5
		Other	0
	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 tenderer; or • The contents of the tender returnable which are to be included in the contract.		
C.3.12	Insurance provided by the employer Refer to Contract Data		
C.3.13	C.3.13 Acceptance of tender offer Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.		

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the

tenderer who employs that employee.

- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

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

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

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

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

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

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

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the

employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

required.

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications

of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

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

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

AIRPORTS COMPANY SOUTH AFRICA

GEORGE AIRPORT

BID REF. No: RA6995/2022/RFP

TITLE. MAINTENANCE OF GENERAL MECHANICAL EQUIPMENT AT GEORGE AIRPORT FOR A PERIOD OF FIVE (5) YEARS

Part T2: Returnable Documents

T2.1: List of Returnable Document

T2.2: Returnable Schedules

AIRPORTS COMPANY SOUTH AFRICA**GEORGE AIRPORT****BID REF. No: RA6995/2022/RFP****TITLE. MAINTENANCE OF GENERAL MECHANICAL EQUIPMENT AT GEORGE AIRPORT FOR A PERIOD OF FIVE (5) YEARS****T2.1: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Certificate of Attendance at Compulsory Briefing session	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Certified Copies of Client Reference Letters of Previous Projects Completed	
	A8: Proof of Contract Values of Previous Projects Completed	N/A
	A9: Schedule of Current Commitments	
	A10: SBD 4: Bidder's Disclosure Form	
	A11: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A12: SBD 6.2 Declaration for local content and production for PPPFA designated sectors	
	A13: Confidentiality and Non-Disclosure Agreement.	
2	Other documents required only for tender evaluation purposes	
	B1: Proof of registration for Contractor's WCA registration and or COID	
	B2: A copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
	B3: SARS Pin issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B5: Central Supplier Database (CSD) proof of registration.	
3	Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
	C1.1 Form of Offer and Acceptance (Contract part)	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Subcontractors	
	C4: Subcontractor's Supporting Documents	
	C5: Plant and Equipment	
	C6: A certified copy of B-BBEE Verification Certificate	
	C7: CV's of key personnel	
	C8: Copies of Certificates of Qualifications of Key Personnel.	
	C9 Work Plan and Proposed Methodology	
	C10 Occupational Health and Safety Questionnaire	
	C11 Schedule of Information to be provided by Tenderer	
	C12 Proposed Amendments and Qualifications	

T2.2: RETURNABLE SCHEDULES**FORM A1. Certificate of Attendance of the Compulsory Briefing Session**

This is to certify that I, Representative of (tenderer)..... of (address)..... e-mail telephone number fax number..... visited the compulsory brief session held on date.....
--

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA
Representative:

Name:

.....

FORM A2. Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Form A3: Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

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

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **RA6995/2022/RFP** and any contract which may arise there from on behalf of

(block capitals)

.....

Signed on behalf of Company:

In his/her capacity as:

Date:..... Signatory of Authority:

Witnesses:

.....
Signature

.....
Signature

.....
Name (print)

.....
Name (print)

Attach:

- **Latest Audited Annual Financial Report (If applicable)**
- **Bank reference Letter**

Signed		Date	
Name		Position	
Tenderer			

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

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

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

Signed		Date	
Name		Position	
Tenderer			

FORM A5. Schedule of the Tenderer's Recent Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last **10 years**.

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

As a minimum the bidder is to have successfully completed at least two (02) projects or more to achieve a satisfactory score.

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

See format below

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

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

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

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

Signed		Date	
Name		Position	
Tenderer			

FORM A6 Certified Copies of Completion Certificates of Previous Projects Completed

Please attach Completion Certificates (Practical Completion) of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of two (02) certificates required for relevant projects

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

Signed		Date	
Name		Position	
Tenderer			

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

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of two (02) reference letters required from the client bodies/Principal Agent.

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

Signed		Date	
Name		Position	
Tenderer			

Form A8 Proof of Contract Values of Previous Projects Completed (Not Applicable)

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page.

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

Signed		Date	
Name		Position	
Tenderer			

Form A9: Schedule of Current Commitments

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

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

Signed		Date	
Name		Position	
Tenderer			

SBD 4

A10. BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

- 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

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.

true and complete in every respect:

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

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

SBD 6.1

A11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL

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.

**CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE
TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals / Preference .

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS / PREFERENCE	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an

invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 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
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$	or	$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) *(Delete the column that are not applicable depending on the budget of the tender)*

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and/or Black women and Black youth and People living with disabilities	10	20		
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	8	15		
51% owned by Black male or Black women or Black youth or People living with disabilities	6	10		

Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4	5		
Other	0	0		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

	 SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... ..... ..... .....

SBD 6.2

A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

Description of services, works or goods

XXXXXXXX

Stipulated minimum threshold

XXXXXXXX

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

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR
--

MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**IN RESPECT OF BID NO.****ISSUED BY:** (Procurement Authority / Name of Institution):
.....

NB

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

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

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

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

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

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

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

SIGNATURE: _____**DATE:** _____

WITNESS No. 1 _____	DATE: _____
WITNESS No. 2 _____	DATE: _____

Form A13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Western Precinct, Aviation Park
O.R. Tambo International Airport
1 Jones Road
Kempton Park
1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

("_____")

of

[Service Providers Address]

1. INTERPRETATION

In this agreement -

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

but does not include information which -

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

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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

5. **COPIES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical -
- 5.2.1 where copies of the confidential information are held;

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

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

6. **THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.

6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to brandcustodian@airports.co.za. Each single request by the same receiving party shall be treated as a new request.

6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

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

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

8. **Title**

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

8.1.1 to be proprietary to the disclosing party; and

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

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

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

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium 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 domicilium 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 _____ 202____

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 _____ 202____

[NAME OF SERVICE PROVIDER]
the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____
2. _____



Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

- B1:** Proof of registration for Contractor's WCA registration or COID
- B2:** An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
- B3:** SARS Pin issued by the South African Revenue Services
- B4:** An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)
- B5:** Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number

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

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

()	A	UNDOUBTED FOR INQUIRY
()	B	GOOD FOR AMOUNT QUOTED
()	C	GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
()	D	FAIR TRADE RISK
()	E	FIGURE CONSIDER TOO HIGH
()	F	FINANCIAL POSITION UNKNOWN
()	G	OCCASIONALLY DISHONoured
()	H	FREQUENTLY DISHONoured



Form C1: Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

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

Signed		Date	
--------	--	------	--



Name		Position	
Enterprise name			

Form C2: Proposed Domestic Subcontractors

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

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

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

Signed		Date	
Name		Position	



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

Form C4 Subcontractor Supporting Documents

List supporting documents required for subcontractor:

- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Proof of registration with Central Supplier Database form
- CIPC certificate
- Share Certificate
- Valid BBBEE Certificate Affidavit for EME or QSE .
- CIDB Certificate.



Signed		Date	
Name		Position	
Tenderer			

Form C5: Plant and Equipment



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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



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

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

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

Signed		Date	
Name		Position	
Tenderer			



FORM C7. The CV's of key personnel

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

Commitment to the Project

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

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

Signed		Date	
--------	--	------	--



Name		Position	
Tenderer			

FORM C8: Certified Certificates of Qualifications of Key Personnel.

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

Signed		Date	
Name		Position	
Tenderer			



Form C9 Work Plan and Proposed Methodology



Signed		Date	
Name		Position	
Tenderer			

Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	• 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



AIRPORTS COMPANY SOUTH AFRICA

2.1	Is training provided to employees at the following stages?				
	When joining the company				
	When changing jobs within the company				
	When new plant or equipment needs to be operated				
	As a result of experience 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				
	First line supervisors				
	Middle and top management				
	Please describe				
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?				
	When is this done and how is it achieved?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored				



4.	SHE INSPECTIONS	YES	NO				
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?						
4.2	Are records of these inspections kept and available?						
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?						
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?						
	Please provide examples of the above						
5.	RULES AND REGULATIONS	YES	NO				
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?						
	Do these cover						
	• General rules • Project rules • Specific task rules						
5.2	Do these rules include permit to work system (as applicable)						
5.3	Do you have experience of project SHE plans?						
	Please give examples of where these have been used						
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?						
6	RISK MANAGEMENT	YES	NO				
6.1	Have the following, involved in the execution of your work, been identified?						
	• Hazards affecting health and safety? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled?						
6.2	Are these findings and assessments recorded?						
6.3	How often are they reviewed?						
	Please list the time frame e.g. years						
6.4	For what processes/risk is personal protective equipment issued?						
	<table border="1"> <tr> <td>Process/Risk</td> <td>Type of PPE</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Process/Risk	Type of PPE				
Process/Risk	Type of PPE						
	Do you have a copy of the issue lists for PPE available on request?						
7	EMERGENCY ARRANGEMENTS	YES	NO				



AIRPORTS COMPANY SOUTH AFRICA

	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. **Management Structure including organogram**
2. **Human Resource Plan**
3. **Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
4. **COLD 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:

2020:
2021:
2022:

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			



Maintenance of General Mechanical Equipment

A contract between Airports Company South Africa SOC Limited
Reg. No 1993/004149/30 VAT no 4930138393

and

Reg. No. ... Vat no.

Contract Number



Contents

The Contract

Part C1: Agreement and Contract Data

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

Part C2: Pricing data

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

Part C3: Service information

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

Part C4: Site information

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



C1.1 Form of Offer and Acceptance

Offer

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

MAINTENANCE OF GENERAL MECHANICAL EQUIPMENT AT GEORGE AIRPORT FOR 5 YEARS

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

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

The offered total of the Prices exclusive of VAT is **R**

Value Added Tax @ 15% is **R**

The total offered amount due inclusive of VAT is **R**

(in words)

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

for the Contractor

Signature Date

Name Capacity

(Name and
address of
organisation)

.....

Name and
signature

of witness Signature

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



Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the contractor's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor's offer shall form an agreement between the employer and the contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature Date

Name Capacity

Name and address of organisation

Airports Company South Africa SOC Limited,
George Airport
Old Mossel Bay Road
George
6530

Name of witness Signature

Date

Schedule of Deviations



- 1 Subject
- Details
-
-
-
- 2 Subject
- Details
-
-
-
- 3 Subject
- Details
-
-
-

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

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

For the Employer

For the Contractor

Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
Name and Address	George Airport Old Mossel Bay Road George 6530	.....
		
	<i>(Insert name and address of organization)</i>	<i>(Insert name and address of organization)</i>
Name & Signature of witness	.....	.....
Date	.....	.....



C1.2 Contract Data

Precedence in interpretation of the contract:

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

- Firstly, the Service information (C3) and Annexes thereto shall prevail;
- Secondly the Contract Data (C1.2) and Conditions of Contract;
- Thirdly the General Conditions of Contract;
- Fourthly the Pricing data;
- Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

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

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

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

C1.2a - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X17: Low Service damages
		X18: Limitation of liability (as amended in Option Z)
		X19: Task Order
		X20: Key Performance Indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	George Airport Old Mossel Bay Road George 6530
	Tel No.	+27 44 876 9310
10.1	The <i>Service Manager</i> is:	Marclen Stallenberg
	Address	George Airport Old Mossel Bay Road George 6530
	Tel No.	+27 44 876 9310
	e-mail	Marclen.stallenberg@airports.co.za
11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager
11.2(2)	The <i>Affected Property</i> is	George Airport
11.2(13)	The <i>service</i> is	the maintenance of general mechanical equipments, as more fully set out in section C3 Service Information.



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11.2(14)	The following matters will be included in the Risk Register	Access to site Delay in supply of material and or equipment Progress of works against the program Working on heights Working on moving machinery Handling and working with hazardous chemicals Handling of refrigerants Non-compliance to applicable method statements, company policies and procedures Maintenance activities negatively impacting normal airport operations. Non-compliance to SANS10400 0:2011 (Application of Building regulations 4,3,2 Artificial Ventilation) Also refer to site HIRA which outlines the general hazards.
11.2(15)	The <i>Service Information</i> is in	the section titled Service Information included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	5 calendar days from Contract Date
2	The Contractor's main responsibilities	detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Date of Contract signing by both parties
30.2	The <i>Service Period</i> is	60 months from the <i>starting date</i> , or when the 60-months offered total of the Prices as contained in C1.1 (Form of Offer and Acceptance) has been expended, whichever occurs first.
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	on the 15 th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.



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6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.																								
7	Title	No data is required for this section of the <i>conditions of contract</i>.																								
8	Risks and insurance																									
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Insurance against loss of or damage to the services, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and Insurance (Public Liability Insurance) against liability for loss or damage to property (except the services, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the <i>contract</i> ("the Insurance Schedule").																								
83.1	The <i>Contractor</i> provides these additional insurances	The terms and other matters applicable to this insurance provided by the Employer are detailed in section C1.4 to the <i>contract</i>.																								
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.																								
9	Termination	there is no Contract Data required for this section of the <i>conditions of contract</i>.																								
10	Data for main Option clause																									
A	Priced contract with price list	refer to section C2.1 and C2.2.																								
11	Data for Option W1																									
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below																								
<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </tbody> </table>			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, South Africa.
	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
Option A	The Contractor prepares forecasts of the final total of the Prices for the whole of the <i>Services</i> at intervals no longer than 4 weeks.	
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
X17	Low service damages	If the Contractor produces substandard work the Employer can: Insist the Contractor corrects the Defects to provide the quality specified in the service information. Recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or Accept the Defect and a quotation from the Contractor for reduced Prices in return for a change to the service information. Refer to table in the Service Level Agreement in Annexure B as part of C3 - For low service damages information
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to:	The total of the Prices



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X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; infringement of an intellectual property right
X19	Task Order	Task Order shall be issued in line with the Employers Supply Chain Management Policies and governing regulations.
X20	Key Performance Indicators	Refer to table in the Service Level Agreement in Annexure B as part of C3 - for Key Performance Indicators

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

	Amendments to the Core Clauses
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".
	Amendment to the Secondary Option Clauses
Z7	Limitation of liability:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment



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Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liabilities
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);



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Z11.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	<i>Employer's Step-in rights</i>
Z12.1	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Service Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Service Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z14	Intellectual Property
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:
Z14.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z15	Dispute resolution:
Z15.1	Appointment of the Adjudicator



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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
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Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16 Notification of a compensation event

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

Z17 BBBEE and Tax Clearance Certificates

Z17.1 The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z18 Communication

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

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

Z19 Delegation



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

- Z19.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.
-

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address:	
	Telephone No	
	Email Address:	
	Represented by:	
	Title:	
	Address:	
	Telephone:	
	Email Address:	
	The <i>direct fee percentage</i> is:	%
	The <i>subcontracted fee percentage</i> is:	%
11.2	The <i>working areas</i> are	refer to C3 'Service Information'
24.1	The <i>Contractor's key persons</i> are:	CV's to be appended to resource proposal
1.	Name:	
	Responsibility:	Contracts Manager
	Qualifications:	
	Experience:	
2.	Name:	
	Responsibility:	Technician/Artisan
	Qualifications:	
	Experience:	
3	Name:	
	Responsibility:	
	Qualifications:	
	Experience:	
4	Name:	
	Responsibility:	
	Qualifications:	
	Experience:	
11.2	The following matters will be included in the Risk Register	

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	The plan identified in the Contract Data is	In Section C3, the Service Information
Option A	The <i>price list</i> is	In Section C2.2 of the Pricing Data of this contract
Option A	The tendered total of the Prices is	R (excluding VAT)
	(in words)	(excluding VAT)

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

1. Insurance requirements for contracts with a value below R 50 million on the LANDSIDE

1.1 Contract Works

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

1.2 Public Liability

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

1.3 Professional Indemnity

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

2. Insurance requirements for contracts below R 50 million on the AIRSIDE

2.1 Contract Works

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

2.2 Public Liability

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

2.3 Professional Indemnity

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

Part 2:

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

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

- (a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R **100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.
- (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
- (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances' nature and an estimate of the loss or damage or liability
- (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
- (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.
- The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.
- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

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



(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

Sub-Contractors

The Contractor shall:

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



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C2.1 Pricing Instructions

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

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.



AIRPORTS COMPANY SOUTH AFRICA

C2.2 Price List

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

Activity Schedule

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.). The *Contractor* must submit a list of tools that will be used on this contract at the start of the contract. This tools list must be inspected and verified by ACSA monthly prior to payment.

Part 1 – Preventative Maintenance

(Please note: Maintenance cost for items is inclusive of labour, tools, consumables, PPEs and travelling)

Item no.	Asset Description	Quantity	Amount (per single item)	Frequency (Months)	Monthly cost (Quantity x Amount per single item)	Annual Cost (Monthly cost x Frequency)
1	Sliding Door - Aluminium – Assa Abloy -Terminal Building Entrance / Exit 1	2	R	12	R	R
2	Sliding Door - Aluminium – Assa Abloy -Terminal Building Entrance / Exit 2 – Near Arrivals	2	R	12	R	R
3	Sliding Door - Aluminium – Assa Abloy -Departures – Boarding Gates	6	R	12	R	R
4	Sliding Door - Aluminium – Assa Abloy -Car Rental Building	7	R	12	R	R
5	Sliding Door - Aluminium – Assa Abloy -Arrivals (Airside +Landside)	2	R	12	R	R
6	Push Pull Aluminium door – Fancourt / Departure	2	R	12	R	
7	Roller door – Sandpalm- Panoramic – Automatic - Fire Station Front doors	6	R	12	R	R
8	Roller Door - Sandpalm – Electrical insulated sectional Roller doors – Fire Station Back doors	6	R	12	R	R
9	Roller Door - Xpanda Aluminium Manual – Security Check Point 1	1	R	12	R	R
10	Roller Door - Xpanda Aluminium Manual – Security Check Point 2	1	R	12	R	R
11	Roller Door - Xpanda Aluminium Manual – Information Office	1	R	12	R	R
12	Roller Shutter door – Xpanda Aluminium – Manual – Lost Property at Arrivals	5	R	12	R	R
13	Roller Door – Steel/Aluminium – Cargo Airside	1	R	12	R	R
14	Turnstile at Main Gate	1	R	4	R	R
15	Roller Door – Steel – Maintenance Complex	6	R	12	R	R
16	Roller Door – Wooden – Manual - Lock up Garage	1	R	12	R	R
17	Trolleys	400	R	2	R	R
18	Mechanical Gate – Vector 2 cylinders each gate – Automated Remote controlled -centurion systems at Main Gate	2	R	12	R	R
19	Mechanical Gate (Automated Sliding) – SEW Euro drive at General Aviation / Charlie Gate	1	R	12	R	R



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20	Boom Gates - Entrance & Exit -Open parking, Drop & Go ,Shaded Parking, bypass, Grass Parking ,Staff Parking, Exit 2,	12	R	12	R	R
21	Boom Gate - MHTM Micro Drive – Automatic -Exit 1 Next to Parking office	1	R	12	R	R
22	Shaded Nets or Carports (including steel structure/poles)	80	R	12	R	R
23	Mechanical Gates – Manual Gates	15	R	2	R	R
24	Mechanical Gates – Small Pedestrian	3	R	4	R	R
25	Mechanical Gates – Taxiway Bravo	1	R	4	R	R
Preventative Maintenance Sub-Total A (per year)						R

***Only actuals will be claimed for. Approved reports will be used as “delivery notes” prior to claiming.**

Part 2 - Fixed Cost:

(Office rental is a provisional amount for rental of office space at the airport, through property division. Vehicle cost is for vehicle to be used at the airport to carry out maintenance activities. Vehicle must comply to the requirements to obtain an airside permit.)

Item no.	Asset Description	Quantity	Amount (per single item)	Monthly cost	Annual Cost
1	Insurance cost (yearly)	1	R		R
2	Other (specify)		R		R
3	Other (Specify)		R		R
Fixed Costs Sub-Total B (per year)					R

Part 3 - Provisional Amounts:

(Provisional amount will be paid on proven cost and must be on pre-approval basis. Supporting documents will be requested at claiming)

Item no.	Description	Quantity	Amount (per single item)	Annual Cost
1	Permits	1	R 7 500	R 7 500
2	Safety file	1	R 7 000	R 7 000
3	Spares and unique repairs (on approval by Service Manager)	1	R 200 000	R 200 000
4	Specialized Engineer / Consultant Investigation / fault-finding (Mechanical / Electrical, etc.) (on approval of the Service Manager. Includes travelling and labour and detailed engineer's report).	1	R	R
4	Mark up on Spares and unique repairs (.....%) e.g., R200 000 x 5% = R10 000 (annual cost)	1	R 200 000 x%	R



	Provisional Amounts Sub-Total C (per year) R	
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Part 3.2 Bill of Quantities (BOQ) for unforeseen repairs and spares

No	Description	Unit of Measurement	Specification	Qty	Unit Price	Total
1	Pole	Each	Steel	1		
2	V-Belt	per metre	Black	1		
3	Sliding door DC Motors	Each	SN 88442 07093, 3500 rpm, In = 1,65A, Ifm = 16A	1		
4	Sliding door Opening & Safety sensor	Each	SC53-M, 12V-24V AC, 12 - 30V DC, <2,5W, 100mA	1		
5	Sensor communication cable	Per/cm		1		
6	Sliding Door PCB (Printed Circuit Board)	Each	Serial - 3592Batc NO. 0048, 24V DC supply	1		
7	Sliding door wheel	Each		1		
8	Locking Mechanism	Each		1		
9	Sliding door Glazing	per square metre		1		
10	Roller Doors Single Phase AC Motors	Each		1		
11	Door controller Box	Each		1		
12	Up & Down Switches	Each		1		
13	Roller Doors safety beam sensors	Each		1		
14	Roller doors steel cable	per metre		1		
15	Roller door chains	per metre		1		
16	Roller Door panel (structure)	Each		1		
17	Roller Doors Spring	Each		1		
18	Controller box batteries	Each	12V	1		
19	Paint for wooden roller door	Per Litre		1		
20	Mechanical Gate Motor	Each	3 Phase, SEW	1		
21	Proximity switches	Each		1		
22	Soft Starter	Each		1		
23	PLC - GA Gate	Each		1		
24	VSD / VFD	Each	Maker = Delta	1		
25	GA Gate Beam Sensor	Each		1		
26	GA Gate Motor Rewinding	Each		1		
27	Gate wheel	Each		1		
28						
29	Jockey wheel - Traylor mount lifting equipment	Each		1		
30	12V Batteries - Traylor Mount lifting equipment	Each	Lead Acid battery	1		
31	Limit switch - Traylor mount lifting equipment	Each		1		



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Item no.	Item/ Service Description	Unit of Measure	Unit Price	Quantity	Total Price
1	Replace Shade port netting. - Remove existing nets, fold and hand-over to ACSA. - Supply and install net compliant to SANS 1073 - All waterproof Nitex DRY-Z type of shade cloth - UV Protection = $\pm 94\%$ - Colour = Charcoal - SABS Approved - Stitched with mono-film – not nylon. - Multi stitching in the corners for extra strength. - All shade net replacements must include cold galvanized applicable bolts + nuts + Washers (flat & spring) = x2 for either side (i.e., 16mm). The old nuts & bolts must be handed back to ACSA. - All work will carry a guarantee from date of installation. 12 months for material 12 months for quality of services Note all applicable costs must be included, like spares, consumables & after operational hour labor. Including all sizes within a 15% bandwidth of the sizes detailed below, based on actual design and application. A sample (Cloth & stitching) must be provided by the winning bidder prior to the commencement of work. All work must be accompanied by a detailed Professional Service Report (printed & Soft copy e-mailed) must have the following, but is not limited, to the following items: - Activities Completed - Applicable pictures (before and after) - Record all measurements and Checks and values - List of Adjustments - List of replacements - Record operating hours - Recommendations and Advice - Record Adhoc activities – where applicable - Etc.				
	7.5m x 6m (DRY-Z) (No.2)	Each		5	
	6m x 5.5m (DRY-Z) (No.42)	Each		5	
	6m x 5m (DRY-Z) (No.1)	Each		5	
	8m x 6m (DRY-Z) (No.9)	Each		5	
	7.5m x 5.5m (DRY-Z) (No.15)	Each		5	
	7.5m x 5m (DRY-Z) (No.16; 33; Maint. Complex)	Each		7	
	8m x 5.5m (DRY-Z) (No.38)	Each		5	
2	Replace shade port steel structure. - Inspect all structures and recommend replacement where required. - Supply and install. - Mild steel 2mm thickness - Hot dipped Galvanised - All replaced items must be handed over to ACSA and must be noted on the delivery note. - All work will carry a guarantee of 12 months from date of installation. - Only actuals will be claimed for.	Each			
	Post 2.7m total length 2.1m above surface height 101mm diameter	Each		10	



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Includes concrete foundation 500mm(l) x 500mm(b) x 600mm(d) 15Mpa / 26 stone				
Pitched Purlin 6m total length 48mm x 2mm, diameter - Includes cold galvanized 16mm bolts + nuts + Washers (flat & spring) = x2 for either side. The old nuts & bolts must be handed back to ACSA	Each		10	
Perimeter Purlin 7.5 m total length 48mm x 2mm diameter - Includes cold galvanized 16mm bolts + nuts + Washers (flat & spring) = x2 for either side. The old nuts & bolts must be handed back to ACSA	Each		10	
Height Extensions - Applicable where the height of the structures is 2m and should be 2,1m. - Supply and install 100mm extension piece for each of the poles required. - Galvanized - Include fastening mechanisms – if required (i.e., bolts and nuts; etc.)	Each		50	

***The contractor is required to complete the above BOQ which will be used when we require those repairs**

Part 4 Fee on Direct cost and administrative cost (Fee on direct cost):

Item no.	Asset Description	Quantity	Sub-Total A+B	Percentage (%)	Annual Cost
1	Fee on direct cost ()	1	R	%	R
	Fee on direct cost Sub-Total D (per year)				R

Part 5 ADHOC Corrective Maintenance

Note these are for evaluation purposes 80/20 maintenance principle applied.

No cost will be charged for minor repairs performed by maintenance staff during airport operating hours.

Rates are inclusive (include travelling, averaged for public holidays and after hour, admin and fees on overheads, PPE and tools allowance)

Labour rates

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

Item	Description	Rates	Qty / Hours	Cost per annum
1	Specialized Engineer (Mechanical / Electrical) (on approval of the Service Manager. Includes a detailed engineer's report)	R	2 qty	R
2	Technician / Artisan	R	48 hrs	R
3	Technical assistants	R	48hrs	R
ADHOC Corrective Maintenance Sub-Total E (per year)				R

^aAll rates to exclude vat. Subject to agreement between the *Service Manager* and the *Contractor*, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site. Time spend on site must be proved by a job card signed by both the Employer's representative and the Contractor on the day(s) which the activities are performed. The job card must have the following information as a minimum:

- Date
- Time work started.
- Time work stopped
- What activities was performed?
- Approval signatures from both the Employer and the Contractor



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After-hours Call-outs

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

Call out fee shall not be applicable when contractors are onsite.

After hours rate shall be applicable for callouts outside normal working hours (07H00-17H00)

Mark-up (third party procured items/services)

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. The third party's quote shall be presented when submitting quotes for approval.

Cost ^b	Mark-up
R 0.00 – R 9, 999.99	%
R 10, 000.00 – R 49, 999.99	%
R 50, 000.00 – R 99, 999.99	%
Greater than R 100, 000.00	%

Part 6 - Statutory Inspection / Tests

Description	Rate	Quantity	Total Excluding Mark-up	Mark up	Total including mark-up
STATUTORY - Perform Six monthly inspection and update register as per Driven Machinery Regulations	R	2	R	%	R
STATUTORY - Perform Yearly inspection and load test and update register as per Driven Machinery Regulations	R	1	R	%	R
Other (specify)	R		R	%	R
Other (specify)	R		R	%	R
Statutory Inspection & Load Test Sub-Total F (Per year)					

Contract value

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

General Mechanical Equipment - twelve-months maintenance expenditure

Description	Total (excluding VAT)
Preventative maintenance Sub-Total A	R
Fixed Cost Sub-Total B	R
Provisional Amounts Sub-Total C	R

Fee on direct cost Sub-total D	R
ADHOC Corrective Maintenance Sub-Total E	R
Statutory Inspection/test Sub-Total F	R
12-months estimated contract value (Sub –Total G)	R

Expenditure over 5-year contract including CPI yearly price adjustments (As per Statistic SA)

Description	Total (excluding VAT)
Sub-total G: year 1	R
Sub-total H: year 2 (year 1 plus CPI escalation*)	R
Sub-total I: year 3 (year 2 plus CPI escalation*)	R
Sub-total J: year 4 (year 3 plus CPI escalation*)	R
Sub-total K: year 5 (year 4 plus CPI escalation*)	R
5-years estimated contract value Sub-Total L (excluding Vat) = (Subtotal G+H+I+J+K)	R
Vat (15% of Sub-Total L)	R
*5-years estimated contract value Sub-Total J (Sub- Total I plus Vat)	R

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

Contract values will be increased/decreased according to the current indices stipulated in Statistic SA – Consumer Price Indices- all income groups. **7% escalation should be used for illustrative purposes.**

C3 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the general mechanical equipment at George Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The scope entails maintenance of general mechanical equipment at George Airport. In brief, maintenance involves servicing, repairs, replacement, and system performance test. The general mechanical equipment comprises of:

- Automatic & Manual Sliding Doors.
- Roller Shutter Doors.
- Trolleys and Trolley Pushers.
- Mechanical Gates.
- Lifting Equipment
- Shaded Nets / Carports
- Boom Access gates
- Turnstiles
- Emergency perimeter gates
- Handrails & Guardrails
- Balustrades

Servicing - performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM) specifications and ACSA's planned maintenance activities routes. Some equipment will be serviced as when as required by ACSA / Service Manager

Repairs – responding to breakdowns, call-outs and restoring the equipment to a safe working condition.

Replacement – changing of faulty components or obsolete components with an upgraded part or modification.

System Performance Test – Testing the system's performance as per the original equipment manufacture's (OEM) specifications including interface with other systems, etc.

Automatic Sliding Doors

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) of the automatic sliding doors; comprising of but not limited to: aluminium door leave, glass, controller, motor, rail/track, etc.

Roller Shutter Doors

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for the roller shutter doors (combination of manual and automated roller doors); comprising of but not limited to: shaft with springs, motor, gearbox, slats, T-bars, etc.

Trolleys

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for the trolleys and trolley pushers); comprising of but not limited to: Frame, braking mechanism, castor wheels, battery, battery charger, etc.

Mechanical Gates

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for mechanical gates (combination of manual and automated gates including aircraft gates); comprising of but not limited to: gate structure, motor, gearbox assembly, control box, castor wheels, remote controller, turnstiles, automated boom gates, etc.

Lifting Equipment

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for lifting equipment (Scissor lift, lifting tackles, crawl/lifting beams, articulating boom lift, etc)

Shaded Nets / Carports

The supplier will be responsible for repairing, statutory tests and replacement of components (where required); comprising of but not limited to: aluminium Poles, Nets, bolts, and nuts etc, rust treatment.

Boom Access gates

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests, and replacement of components (where required) for the boom access); comprising of but not limited to: Frame, Pendulum support, paint damage, corrosion treatment, Electrical controls, spring settings of lever system, UPS, Traffic lights lead barriers etc.

Turnstiles

The supplier will be responsible for servicing, repairing, statutory tests and replacement of components (where required); comprising of but not limited to: aluminium Poles, Nets, bolts, and nuts etc, rust treatment. This will be done only as and when required by service manager.

Emergency perimeter gates

The supplier will be responsible for servicing, repairing, replacement of components (where required) emergency perimeter gates); comprising of but not limited to: fencing damage, paint damage, corrosion treatment, this will be done only as and when required by service manager. This is not part of Monthly maintenance.

Handrails & Guardrails

The supplier will be responsible for servicing, repairing, statutory tests and replacement of components (where required / applicable); comprising of but not limited to: Steel / Aluminium structure, bolts, and nuts etc, rust treatment. This is not part of Monthly maintenance thus maintenance or repairs will be done only as and when required by service manager.

Stainless Steel & Balustrades (Staircase)

The supplier will be responsible for servicing, repairing, statutory tests and replacement of components (where required); comprising of but not limited to: aluminium / Steel structure, steel cable, bolts, and nuts etc, rust treatment. This is not part of Monthly maintenance thus maintenance or repairs will be done only as and when required by service manager

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 stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

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 ACSA and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the 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 trustworthy to perform maintenance activities/procedures for the Works. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.

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

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

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

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

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

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

Location of the works

The Works are located at Regional Airports-coastal at various locations. Refer to Annex A (schedule of equipment)

PROCUREMENT

Preferential procurement procedures Requirements

The Contractor will respect OEM warranties to ACSA 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 parts.

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

Subcontracting

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

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:

George Airport: Mon Thu 06H30 – 19H00; Fri 06H30 – 20H00, Sat 08H30 – 15H00; Sun 08H30 – 19H30

Normal working Hours shall be 07H00-17H00

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

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

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

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, 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

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Site Manager on contract commencement.

Electronic payments

The Contractor should arrange with ACSA'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:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. maintenance plan for the next month
4. Asset register up to date including equipment data
5. Outstanding maintenance 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 ACSA required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

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

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

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

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

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

Proof of compliance with the law

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

Insurance provided by the employer

Refer to General Conditions of Contract

Health and safety

Health and safety requirements and procedures

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

**AIRPORTS COMPANY**
SOUTH AFRICA**ANNEXES to C3 (Service information)**

Title	Annex number
Schedule of Equipment	Annex A
Service Level Agreement	Annex B
OHS Act Appointment by Contractor	Annex C
Environmental Terms and Conditions	Annex D
Schedule of Tools and Special Equipment	Annex E
Contract start-up proposal	Annex F
Resource proposal	Annex G
Suggested Maintenance Programme	Annex H

SCHEDULE OF EQUIPMENT

George Airport

Automatic Sliding Doors				
Item	Quantity	Manufacturer	Description / Model	Location
1	2	Assa Abloy	Aluminium	Terminal Building Entrance/Exit
2	2	Assa Abloy	Aluminium	Terminal Building Entrance/Exit - Near Arrivals
3	6	Assa Abloy	Aluminium	Departures - Boarding Gates
4	7	Assa Abloy	Aluminium	Car Rental Building
5	2	Assa Abloy	Aluminium	Arrivals
6	2	Assa Abloy	Aluminium - Not sliding	Fancourt

Roller Shutter Doors				
Item	Quantity	Manufacturer	Description / Model /Type	Location
1	6	Sandpalm	Panoramic doors - Automatic	Fire Station -Front Doors
2	6	Sandpalm	Electrical -Insulated sectional doors	Fire Station -Back Doors
3	1	Xpanda	Aluminium- Manual	Security Check Point 1
4	1	Xpanda	Aluminium - Manual	Security Check Point 2
5	1	Xpanda	Aluminium - Manual	Information Office
6	5	Xpanda	Aluminium - Manual	Lost Property - Arrivals
7	1	Unknown	Still/Aluminium -Manual	Cargo-Airside
8	6	Unknown	Still/Aluminium - Manual	Maintenance Complex
9	1	Unknown	Wooden Door - Manual	Lock up Garage- Landside

Trolleys

Item	Quantity	Manufacturer	Model
1	400 Trolleys	Wanzi Passenger Handling Services	Travel 300



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Gates				
Item	Quantity	Manufacturer	Description / Model / Type	Location
1	2	Centurion Systems	Vector 2 (Cylinders) in each gate - Automatic	Main Gate
2	1	SEW Euro drive	DRS90M4BE2HF - Automatic	Landside/Airside - General Aviation (Charlie Gate)
3	5	Unknown	Emergency Gates - Manual	Perimeter Fence
4	3	Unknown	Solar Plant Gate - Manual	Solar Plant - Landside
5	1	Unknown	Car Rentals Gate - Manual	Car Rentals -Landside
6	2	Unknown	Pump house Gate - Manual	Pump house next to Main Gate
7	1	Unknown	Sewerage Pump Station Gate - Manual	Sewerage station - Landside
8	2	Unknown	Maintenance Gate - Manual	Entrance Maintenance Complex
9	1	Unknown	Palisade Gate - Manual	Palisade - Landside
10	1	Unknown	Advertising Board - Manual	Next to Avis Depot -Landside
11	2	Unknown	Staff Parking - Small Pedestrian Gate	Staff Parking
12	1	Unknown	Landside gate next to GA Area and Fire Station	Next to Indwe Aviation
13	1	Unknown	Taxiway Bravo – Automated Gate	Indwe Aviation / Petro SA

Mechanical Equipment				
Item	Quantity	Manufacturer	Description / Model/Type	Location
1	1	Snorkel	Trailer Mount Lift - TL37J	Electrical Complex
2	1	Snorkel	Scissor Lift - S1930	Arrival Baggage Hall - Airside
3	1	Unknown	Turnstile	Main Gate
4	1	Unknown	Stainless Steel Balustrades and Handrails	Stairs next to Wimpy
5	1	Unknown	Stainless Steel Balustrades and Handrails	Stairs next to Bidvest Lounge
6	1	Unknown	Handrails, Guardrails	Next to shaded Parking
7	8	Unknown	Handrails, Guardrails	Airside - (Arrivals, Apron ablutions, Departure)
8	12	Boom Gate System (PTY) LTD	Boom Gates -Automatic	Entrance Booms & Exit -Open parking, Drop & Go ,Shaded Parking, bypass, Grass Parking ,Staff Parking, Exit 2,
9	1	Hub Parking Technology	MHTM Micro Drive - Automatic	Exit 1 Boom next to Parking office
10	12	Unknown	Trolley Bumpers	Terminal Building



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ANNEX A		Car Port Steel Structure Dimensions (meters)					
STAFF PARKING				SHADED PARKING			
No	Width	Breadth	Comment	No	Width	Breadth	Comment
01	7.45m	5m		01	5.7m	5m	Shade cloth missing
02	7.4m	5m		02	7.45m	5.6m	Shade cloth missing
03	5m	5m		03	5.8m	5.6m	
04	7.5m	5m		04	5.8m	5.6m	
05	7.5m	5m		05	5.8m	5.6m	
06	7.56m	5m		06	5.8m	5.6m	
07	7.3m	5m		07	5.89m	5.6m	
08	5m	5m		08	5.89m	5.6m	
09	7.34m	5m		09	7.7m	5.6m	Shade cloth missing
10	7.5m	5m		10	7.5m	5.6m	
11	7.5m	5m		11	7.5m	5.6m	
12	7.5m	5m		12	7.5m	5.6m	
13	7.5m	5m		13	7.56m	5.6m	
14	7.5m	5m		14	7.56m	5.6m	
15	5m	5m		15	7.4m	5.34m	Shade cloth Damaged
16	7.5m	5m		16	7.1m	5m	Shade cloth missing
17	7.45m	5m		17	5m	5m	
18	7.45m	5m		18	5.2m	5m	
19	7.45m	5m		19	5.1m	5m	Damaged Corner Pole
20	4.9m	5m		20	5m	5m	
21	7.5m	5m		21	7.5m	5m	
22	7.5m	5m		22	7.4m	5m	
23	7.3m	5m		23	7.6m	5m	
24	5m	5m		24	7.6m	5m	
25	7.45m	5m		25	7.5m	5m	
26	7.45m	5m		26	7.5m	5m	
27	7.45m	5m	Damaged Corner Pole	27	7.5m	5m	
28	7.56m	5m		28	5m	5m	
29	7.45m	5m		29	7.6m	5m	
30	7.56m	5m		30	7.5m	5m	
31	4.78m	5m		31	7.56m	5m	
32	7.34m	5m		32	7.56m	5m	
33	4.78m	5m		33	7.5m	5m	Shade cloth missing+ Damaged corner pole
34	7.4m	5m		34	7.5m	5.56m	
35	7.45m	4.9m		35	5.1m	5.56m	
36	4.9m	5m		36	5.1m	5.5m	
37	4.89m	5m		37	7.5m	5.5m	
38	5m	5m		38	7.6m	5.5m	Shade cloth missing
				39	7.6m	5.5m	
				40	7.6m	5.5m	
				41	7.5m	5.6m	
				42	5.8m	5.3m	Shade cloth missing



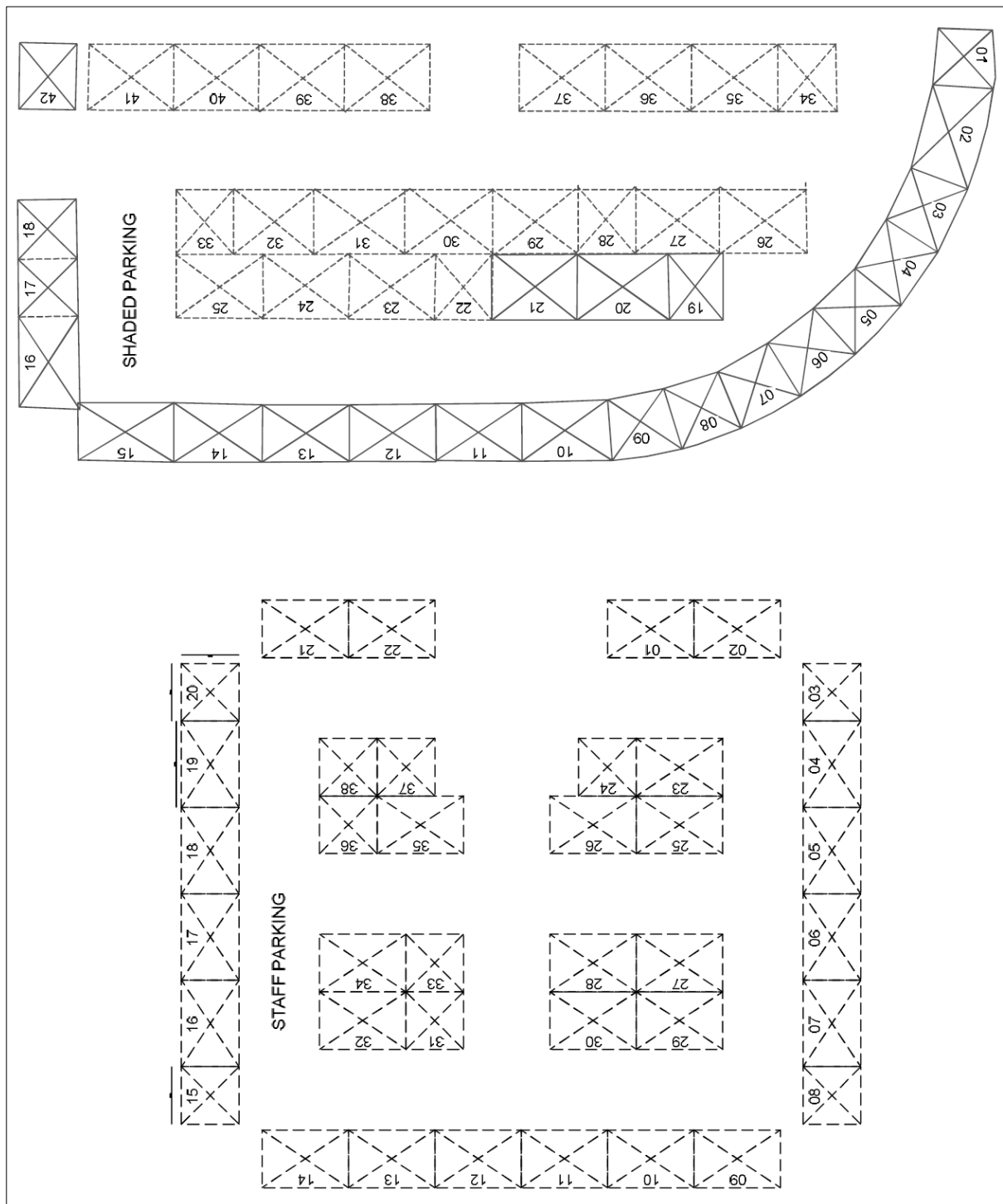
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ELECTRICAL COMPLEX				MAINTENANCE COMPLEX			
No	Width	Breadth	Comment	No	Width	Breadth	Comment
01	5m	4.6m		01	7.5m	5m	
02	5.4m	4.6m		02			
MECHANICAL ITEMS							
Item		Heighth	Outer Diameter	Thickness	length		
Post		2.1m	101mm				
Pitched Purlin			48mm		3.5m (as per actual)		
Perimeter Perlin			48mm		4.880m (as per actual)		
Foundation					500mm x 500mm x 600mm		



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Note: Physical verification and quantifying to be done during site inspection

SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be as detailed below for the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Normal airport operational hours shall be

George Airport: Mon Thu 06H30 – 19H00; Fri 06H30 – 20H00, Sat 08H30 – 15H00; Sun 08H30 – 19H30

Normal Working Hours shall be 07H00 – 17H00

Minimum Staffing Schedule

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical/electrical experience related to the scope of work. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to automatic sliding doors, roller shutter doors, mechanical gates, trolleys and trolley pushers.

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 mechanical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the automatic sliding doors, roller shutter doors, mechanical gates, trolleys and trolley pusher.

Minimum qualifications of staff

CONTRACT MANAGER

- At least an N3 in mechanical or electrical Engineering field
- The ability to conduct investigations and supervise/ manage a maintenance team
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- At least 5 years working experience in mechanical equipment (motors/ gear box/ steel structure/ lubrication/ control panels etc.);
- Representative for the Contractor regarding: attendance of scheduled meetings with Site Manager / Employer's stakeholders, contract management, preparing and submission of monthly reports/incident reports to the Site Manager.

TECHNICIAN / ARTISAN

- At least N3 Certificate in Fitter or millwright, Mechanical or Electrical Engineering field
- Trade test certificate complimenting the above mention field
- Must be in permanent employ of the company
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- At least 3 years working experience in (motors/ gear box/ steel structure/ lubrication/ control panels etc.);
- Basic PLC knowledge and troubleshooting experience.

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

Skill	Quantity	Frequency
Contracts Manager	1	When required
Technician/Artisan	1	Planned and Unplanned Maintenance

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

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

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



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Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; ➤ Trolleys availability shall be kept at or above 99.5% overall per month. ➤ Trolley Pushers availability shall be kept at or above 99.5% overall per month. ➤ Automatic sliding doors availability shall be kept at or above 99.5% overall per month. ➤ Roller shutter doors availability shall be kept at or above 99.5% overall per month. ➤ Mechanical gates systems availability shall be kept at or above 99.5% overall per month.
Response time	90% of breakdowns shall be responded to within: ➤ 24 hours from the time the Contractor is notified of the breakdown - during airport normal operational hours ➤ 2 hours from the time Contractor is notified of the breakdown – after airport operational hours
Closure Duration	90% of breakdowns shall be resolved within: ➤ 48 hours from the time the Contractor arrives on site – during airport normal operational hours ➤ 48 hours from the time the Contractor arrives on site - after airport operational hours
% of planned maintenance completed per month	100% of all planned maintenance shall be completed per month
Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise)	➤ All breakdowns requiring a second level of response shall be resolved within 48 hours (subject to the lead time of required spares) and shall be limited to a total of 3 occurrences per month.

Human resources

The following minimum standards shall apply to resourcing:

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

Staff qualifications

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

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

The Contractor must comply and respond to the following:

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

Detail on how calls will be dispatched will be discussed on site with the Service Manager as the call dispatch process varies from airport to airport.

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

Airport Operational Hours			
	Start	Stop	Hours
Monday	06H00	19H00	13
Tuesday	06H00	19H00	13
Wednesday	06H00	19H00	13
Thursday	06H00	19H00	13
Friday	06H00	20H00	14
Saturday	08H00	15H00	8
Sunday	08H00	19H30	11,5
Total			85,5
Total operational hours per week			85,5
Total operational hours per month			342

Defect free liability period

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



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Asset Group - Monthly Availability				
Asset no.	Asset Description	Downtime (Hrs)	Baseline (Hrs)	Availability (%)
1	Sliding Doors	1	342	99,7%
2	Roller Doors	3	342	99,1%
3	Mechanical Gates	5	342	98,5%
4	Lifting equipment	8	342	97,7%
5	Turnstile	2	342	99,4%
6	Boom Gates	13	342	96,2%
7	Stainless Stell & Balustrades	0	342	100,0%
8	Trolleys and Pushers	3	342	99,1%
9	Handrails & Guard Rails	0	342	100,0%
10	Trolley Bumpers	0	342	100,0%
Average Availability				99,0%



Key Performance Indicators (X20) & Low service damages (X17)

The amounts listed in the table below will not be subjected to any future contract escalation and exclude VAT. Low performance damages will be applied as per NEC 3 - TSC using the following table. Low service damages are limited to a maximum of **25% of the calculated cost/month**.

KPI & Low Service Damage table

KPI	Low service damage Description	Amount
Reliability engineering specifications is the minimum acceptable targets to achieve	Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 2 500.00 (unless the unavailability of the spare part was agreed to by the <i>Service Manager</i> or his/her duly authorised representative)
	Leaving a breakdown unattended or incomplete for another day or shift	R 2 000.00 (unless the delay in repair was agreed to by the <i>Service Manager</i> or his/her duly authorised representative or unless the required spares are not available to complete the work)
	Not meeting call response and closure time SLA.	
Adherence to industry, regulatory and legislative requirements for: maintenance, quality of work, troubleshooting, performance optimization and asset integrity. Regulatory and legislative compliance activities must be performed by competent individuals as specified in the "act"	Non-adherence to agreed industry requirements, all applicable regulatory- and legislative requirements. For example: a Safety infringement - leaving moving machinery exposed; or a non-competent individual performs regulatory and legislative activities; etcetera.	R 5 000.00 per Non-compliance or infringement.
Availability of all infrastructure under the <i>service</i> of this contract shall be maintained at a minimum of 95% overall per month. The <i>Contractor</i> shall refer to the schedule of equipment in Annexure A and report on the monthly availability of each equipment group. The <i>Contractor's</i> availability reports shall be aligned with the availability reports produced by the CMMS of the <i>Employer</i> .	Availability not meeting requirements • Availability = >99.5% = price + 0% • Availability = >95% to 99.5% = price – 0.5% • Availability = >90% to 95% = price – 1% • Availability = >88% to 90% = price – 1.5% • Availability = <88% = price – 2% • Availability = <85% = price – 5%	The % will use the monthly service cost (per equipment group in C2 Part 1, Subtotal A) – in determining the amounts in question: • Availability = >99.5% = price + 0% • Availability = >95% to 99.5% = price – 0.5% • Availability = >90% to 95% = price – 1% • Availability = >88% to 90% = price – 1.5% • Availability = <88% = price – 2% • Availability = <85% = price – 5% Mitigation for below target availability can be achieved if the contractor submits a detailed root cause analysis report with recommendations and repair cost estimates - to the Service Manager and the repair delays includes additional procurement processes and spare delivery lead times.
Issue of monthly reports outlining: • Inspections performed to specified asset • Preventative maintenance to specified asset	Monthly reporting not issued timeously at specified quality = R500	Monthly reporting not issued timeously at specified quality = R500



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- Materials and labour used per asset - Down-time recorded and mean-time-to-repair and asset availability. - Technical root causes analysis for all failures (corrective maintenance) - Inventory on-hand and cost - Materials/components scrapped		
Monthly report that confirms review and suitability of safety file, risks and treatment, and work-method	Monthly reporting not issued timeously at specified quality = R500	Monthly reporting not issued timeously at specified quality = R500
The Contractor shall at all times maintain the minimum qualification and experience of staff as detailed in this Service Level Agreement	Failure to comply to qualification and experience when inspection performance is performed.	R500 per resource
The Contractor shall ensure Cleanliness and housekeeping during the Service	- Identification / notification of cleanliness and housekeeping non-compliance. - Corrective action not rectified within 3 hours of notification.	- R500 per identification / notification. - R1 000 per corrective action not rectified.
The Contractor must attend scheduled contractual meetings (i.e. Risk Reduction meeting; etcetera). The duly authorised personnel listed in the contract must attend contractual meeting accordingly.	Non-attendance of meetings	R1 000 per occurrence
Defect free liability period – corrective or breakdown maintenance. The defect free period will be no less than 90 days.	Non-compliance to defect free liability period	R1 000 per occurrence



ANNEX C

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

OBJECTIVES

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

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 (COLD Act).

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA SOC Limited
Physical Address: 24 Johnson Road Riverwoods Office Park The Maples Building Bedfordview Johannesburg 2007

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatory/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

To be completed by contractor

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

FURTHER UNDERTAKING

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

**ACCEPTANCE BY MANDATARY**

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

I, (**Identity Number:**), a duly authorised 16.2 Appointee acting for and on behalf of undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

ANNEX D

**ACSA SERVICE & MAINTENANCE CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. - Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. - No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	- 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	- 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	- 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: - The name of the contracting waste company - Waste disposal site used - Monthly reports on quantities – separated into general, hazardous and recycled - Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal - Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical	- All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. - Materials Safety Data Sheets shall be stored with all HCS. - All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).



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Substances (HCS)	- All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. - Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

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

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

at:

ANNEX E**TOOLS AND SPECIAL EQUIPMENT**

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

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



ANNEX F

RESOURCE PROPOSAL

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

ANNEX H

SUGGESTED MAINTENANCE PROGRAMME

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

Contractor is to ensure that the proposed maintenance programme agrees with the OEM maintenance recommendations.

As a minimum and where applicable, the Contractor must perform the following:

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all maintenance is done in accordance to the OEM requirements.

Maintenance Schedule for General Mechanical Equipment

Automatic Sliding Doors	
Item	Monthly Maintenance Task
1	Check door operator and cover
2	Check door and glass stability
3	Check program selectors
4	Check condition of door seals and weather stripping
5	Check the condition of glazing rubbers
6	Perform the finger protection test
7	Check for proper operation doors should close smoothly and slowly
8	Check floor guides
9	Check belt condition and tension
10	Check door height and adjust
11	Check radars and area covered
12	Check safety beams
13	Check functions
Item	Six-Monthly Maintenance Task
1	Check motor condition and tension
2	Check end pulley tension and condition
3	Check roller condition and adjust
4	Check belt brackets and adjust
5	Check track condition and adjust
6	Check voltages input
7	Check voltages output

Roller Shutter Doors	
Item	Monthly Maintenance Tasks
1	Check all drive motors and ensure that all bolts securing the motor are tight and that the safety chain is in place, if applicable.
2	Check for any oil leaks on motor gearbox if applicable.
3	Check that the sprocket is in a correct position and that the key is secured.
4	Check the condition of the plates
5	Check all cover plates and guides bolts are in place
6	Check if all limits are set correctly



Roller Shutter Doors	
Item	Monthly Maintenance Tasks
7	Check condition of slats
8	Check condition of guides
9	Check operation of the manual overriding chain if applicable
10	Check operation of the door and record if there is noise coming from the door
Item	Six-Monthly Maintenance Tasks
1	Check all drive motors and ensure that all bolts securing the motor are tight and that the safety chain is in place for motorised doors only.
2	Check for any oil leaks on motor gearbox and if oil leaks are present investigate the cause and repair the leak.
3	Check oil level and refill if necessary for motorised doors only
4	Check that the sprocket is in a correct position and that the key is secured, if not reposition the sprocket to the correct position and secure the key.
5	Check that cover plates are in place and replace where required
6	Ensure that all guide bolts are in place and tighten or replace if necessary
7	Remove old lubricant and apply new lubricant on moving parts
8	Clean all exposed parts
9	Ensure that the top slats are secured and in good condition, if not replace the damaged ones.
10	Check all limits and repair if necessary
11	Check the condition of all slats and replace damaged ones
12	Check the condition of the guides and replace damaged ones, remove old lubricant and apply new lubricant
13	Ensure that all electrical wiring is in good condition and safe to operate, if not repair the damages
14	Ensure that all push buttons are operational and clean them if necessary
15	Check operation of the door and record if there is noise coming from the door

Gates	
Item	Maintenance activities
1	Obtain permission from security compliance and notify operations and technical (Including information desk) on the duration of the maintenance
2	Request operation to open the gate remotely
3	Isolate main electrical panel
4	Clean electrical panel
5	Check that all electrical connections are in a good and safe condition, if not replace damaged cables or equipment
6	Ensure that labelling is still in place and replace if necessary
7	Ensure that the wiring diagrams are enclosed in the panel
8	Open the gate manually from the pane and record the amperage of the motor from the panel
9	Check condition of the control panel and check for any leaks and repair if damaged
10	Check electric motor for excessive noise and if there is noise find the cause and repairs
11	Check condition and position of the buzz bar connector clips and conducting rail.
12	Check if the safety beams are operational, if not immediately repair.
13	Check if all electric motor bolts are still in place and tightened and Check the condition of the concrete base.



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14	Check if all electric motor bolts are still in place and tightened and Check the condition of the concrete base.
15	Check condition of the rail and remove the mud from the rail cavity
16	Check condition of the concrete around the rail and repair if necessary
17	Check if all the bolts securing the electric motor are in place and tightened.
18	Check the condition of the electric motor concrete base and monitor its stability when the gate stops.
19	Check the oil level on the gear box and refill if necessary
20	Check the tension in the chain and tension accordingly
21	Check condition of the master link and repair if necessary
22	Clean and lubricate the chain if necessary
23	Check condition of the braking system and repair if worn out
24	Check condition of the sprockets
25	Check the structure of the gate for loose bolts and tighten accordingly
26	Check condition of wheels and axles, and lubricate all bearings
27	Check the tension on the springs in the supporting wheels and tension if necessary
28	Check if all pop reverts are still in place and paint the gate if necessary
29	Check condition of the mesh fence and razor wire
30	Check operation of which
31	Unwind which cable using the remote control and check its condition
32	Lubricate the bearings on the winch drum
33	Open and close the gate from the panel, if applicable
34	Push open and close the gate, if applicable
35	Open the gate using the winch system, if applicable
36	Leave the gate in an open position
37	Request operations to close the gate remotely
38	Notify security compliance, the technical and operations help desk when finished.
39	Repair all damages to the gates (Welding, bending, rust prevention, sectional replacement etc.)
40	Paint all gates (touch up, sectional painting, cold galvanizing, etc)

Luggage Trolleys and Trolley Pushers	
Item	Maintenance activities
1	Conduct break test
2	Check functionality of the break arm and adjust when required
3	Check antistatic chain and replace when required
4	Check condition of the rear wheel and replace when required
5	Check safety signage and replace when required
6	Wash all trolleys
7	Ensure that the trolley pusher battery and control compartment are locked with padlock
8	Test batteries and battery charger
9	Inspect general condition of the trolley pusher
10	Ensure that there are no loose plates and bolts, secure safely



Lifting Equipment	
Activities Description	Frequency
1. 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 and as listed on the approved inspection sheet	Six (6) Monthly
2. STATUTORY - Perform Six monthly inspection and update register as per Driven Machinery Regulations	
1. STATUTORY - Perform Yearly inspection and load test and update register as per Driven Machinery Regulations	Yearly

Boom Access (BAC)	
Activities Description	Frequency
1) Visual inspection of the housing, inside and outside, for damage and corrosion. Clean the housing and repair paint as necessary/required. Remove corrosion damage.	Monthly
2) Visual inspection of foundation anchors, attachment profiles and mounting material for corrosion. Remove corrosion damage.	
3) Visual Inspection of the barrier arm for damage and corrosion. Clean the barrier arm and repair paint damage as necessary. Remove corrosion damage	
4) Visual inspection of additional parts, such as the pendulum support, for damage and corrosion. Clean additional parts and repair paint damage. Remove corrosion damage.	
5) Paint as required	
6) Inspect lenses and mirrors of the light barriers	
Perform all monthly maintenance work	Bi-annually / 6Monthly
Check the barrier housing fastening screws for tight fit. If require, tightened the screws.	
Check function of the residual current operate device	
Check the barrier arm and flange fastening screws for tight fit. Tighten the screws.	
Check the screws of the system parts, such as pendulum support, for tight fit. If required, tighten the screws.	Yearly
1) Perform all monthly and semi-annual maintenance work.	
2) Check Barriers mechanics	
3) Check the spring setting of the lever system.	
4) Check barrier arm position.	
5) Visual inspection of the induction loops and the carriageway in the loops for damage	
6) Check the induction loop's function	
7) Check the induction loops. Measure the contact resistance, insulation resistance and inductivity of the induction loops	
8) Where they exist, check the function of additional safety equipment, such as light barriers	
9) Check the barrier's function.	
10) Check the barrier's locking in the position "Closed"	
11) Check the advanced warning on barriers with the active function "Traffic lights lead"	



12) Check electric cables for damages	
13) Check if all electrical connections are firm.	
14) Check signs and labels for completeness and legibility	

Shaded Nets / Carports	
Activities Description	Frequency
1. 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 and as listed on the approved inspection sheet	Monthly
2. Physical inspect thorn nets and recommend repairs required	
3. Check for bent Poles and recommend repairs required	

C4 Site Information

No site information is supplied with this contract.



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