

BID DOCUMENT

FOR

**Preventative and Corrective Maintenance of Power
Reticulation network (MV & LV) at Cape Town International
Airport for a Period of 5 years**

Bid Reference Number: CTIA7610/2024/RFP

Issued by
Airports Company South Africa
Cape Town International Airport

Note:

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

FEBRUARY 2025

VOLUME 1

NAME OF BIDDER:

BIDDER'S DETAILS

1	NAME OF TENDERER (BIDDING ENTITY)	
		(FULL NAME, i.e. CC, (Pty) Ltd, JV, SOLE PROPRIETOR)
2	TEL NUMBER	
3	FAX NUMBER	
4	EMAIL	
5	NAME OF CONTACT	
6	NATIONAL TREASURY CSD REGISTRATION NUMBER	MAAA
7	TENDER AMOUNT (VAT Incl) This should be the same as the C1.1 Offer and Acceptance in the Contract	

RFP Timelines

Tender Number	CTIA7610/2024/RFP
Issue Date	13TH FEBRUARY 2025
Compulsory Briefing Session Date & Time	If required: Bidders should visit the permit office at least one-hour prior the site inspection to obtain TEMP PERMIT cards. Every bidder must come to site with the following: (a) Reflective jacket (b) Identity Document and a copy if your ID (not driver's license) (c) Safety boots PLEASE NOTE THAT NO PERMITS WILL BE ISSUED AFTER 10:00 AM 06th MARCH 2025 @ 11h00
Enquiries closing Date and time	14TH MARCH 2025 @ CLOSE OF BUSINESS
RFP submission closing Date and time	31ST MARCH 2025 @ 12h00 mid-day

T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited invites tenders for:

Tender for the Preventative and Corrective Maintenance of Power Reticulation network (MV & LV) at Cape Town International Airport for a Period of 5 years

TENDER REFERENCE NUMBER: CTIA7610/2024/RFP

TENDER DOCUMENT AVAILABILITY

Tender document are available from **13th February 2025** , for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

KINDLY PRINT AND COMPLETE.

Queries relating to the issue of these documents may be addressed to Mr Graham Mitchell.

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

Closing date for enquiries is **14th March 2025 – close of business**

COMPULSORY BRIEFING

A compulsory clarification meeting with representatives of the Employer will take place in person on the **06th March 2025 @ 11h00 at the following Venue**

VENUE:

**Cape Town International Airport – Southern Office Block Building
Matroosfontein
Cape Town – Western Cape**

Closing Date

The closing time for receipt of tenders is **31st March 2025 @ 12:00 PM** (South African Time). Tenders must be placed inside the **Tender Box**.

LOCATION OF TENDER BOX:

**Southern Office Block Building –
Tender Box - Procurement Department (next to Reception)
Ground Floor
Cape Town Internal Airport**

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

No late tenders will be accepted.

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

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

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

T1.2 Tender Data

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

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

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

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	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 a comprehensive SOW Attached hereto Part C4: Site information Part C5: Annexures
C.1.4	The Employer's Agent is Graham Mitchell (SCM Representative) Email address: ctiatender.admin@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.

	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.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. (If applicable please copy the clause as per SFU 2019)
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. The bidder is solely responsible for all reporting required by the contract owner and will ensure that regular scheduled reports are provided for the tenure of this Bid. Reporting should be on a company letterhead and be signed and initialled by the responsible parties.
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: LOCATION OF TENDER BOX: PROCUREMENT DEPARTMENT GROUND FLOOR – SOUTHERN OFFICE BLOCK BUILDING - CAPE TOWN INTERNATIONAL AIRPORT BID REF. NO: CTIA7610/2024/RFP TITLE: Tender for the Preventative and Corrective Maintenance of Power Reticulation network (MV & LV) at Cape Town International Airport for a Period of 5 years CLOSING DATE: 31st March 2025 @ 12H00
C.2.16	TENDER OFFER VALIDITY C.2.16.1 Hold the tender offer(s) valid for 12 weeks (CIDB Construction Industry and Development Board) or 120 days for non CIDB (CIDB Construction Industry and Development Board) Tenders - for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data. ACSA reserves the right to request an extension if and when required. 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.2.21	Protocol for site inspection: a) While on site bidders shall always adhere to ACSA safety protocol. b) Protective gear (PPE) shall be worn before entering Airside. ie. retroreflective safety jacket. See the picture below of an acceptable retro-reflective jacket. Bidders will not be able to access airside if the reflective jacket is not to specification (must be lime green and have reflective tape). <u>Specification Style:</u> High visibility, lime, waist coat with zip closure and reflective tape. No other colours will be accepted. c) The bidders representatives are required to bring a certified copy of their identity document, <u>not</u> older than 3 months, <u>or</u> an original ID document. Failure to bring this document to site will result in the bidder not being able to access Airside.
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.3.4	There will be public opening of tenders after the @ 12:00 PM Tender opening register will be made available to all bidders who submitted a bid.
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><th>Stage 7</th></tr><tr><td>Test for Responsiveness As per Clause C3.8</td><td>Mandatory Requirements</td><td>Check if minimum local content and production thresholds have been met (if applicable)</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, if deemed necessary</td></tr></table> STAGE 1 – TEST FOR RESPONSIVENESS - as outlined by the clause C3.8 above. STAGE 2 - MANDATORY ADMINISTRATION CRITERIA (a) Full completed and signed form of offer and acceptance (C1.1). Found in the NEC ECC3 Contract document. (b) Only tenderers with a valid CIDB contractor grading of 3EB or higher are eligible to bid on this initiative. (c) Only bidders who attend the Compulsory Site Briefing session will be eligible to bid (d) Tenderers must complete and sign the Bidder's Disclosure Form (SBD4) (e) Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD). NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service. NB: The contract will not be signed without a valid insurance. (Proof of insurance – On award ONLY)	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7	Test for Responsiveness As per Clause C3.8	Mandatory Requirements	Check if minimum local content and production thresholds have been met (if applicable)	Evaluate on functionality or the technical aspect of the bid.	Evaluate price and Preference	Post tender negotiations, if applicable.	Security Vetting, if deemed necessary
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7									
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NB: The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner (COIDA).

STAGE 4 FUNCTIONALITY EVALUATION CRITERIA

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

The functionality evaluation will be conducted by 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 which fail to achieve a minimum on each functional stage will not be considered further in the evaluation. The criteria of the evaluation are expressed in the table below.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Total points allocated shall be 100.

Tenderers must score a minimum score per each sub criteria and an overall minimum threshold of 63 points out of 100 is required to be achieved for the bidder to be successful.

Bidding entity must achieve an overall aggregate score of 63 points or higher. A bidding entity that fails to meet one of the minimum sub criteria will be disqualified.

Criteria Description	MIN	MAX	BIDDERS SELF SCORE
1. Bidder/Company/Entity Experience in Conducting Similar Services Bidder to demonstrate having/possessing extensive experience in the maintenance, servicing and conducting repairs on medium voltage (MV) and low voltage (LV) power reticulation networks infrastructure. (Required proof for this criterion shall be at least three (03) reference letters from previous clients, reference letters shall have clear contact details and contact person(s), reference letters shall be on the previous client's letterhead, Reference letters to be within the past 10 years period) REFER FORM A5 • Less three (3) reference letters (0 points) • A minimum of three (3) to five (5) reference letters (25 points) • More than five (5) reference letters (35 points)	25	35	

	2. Site Supervisor / Contract Manager A site supervisor or contract manager that shall be site-based at Cape Town International Airport on a full-time basis during normal working hours (Monday to Friday, 07H00 to 17H00). (Required proof shall be a detailed CV of the site supervisor or contract manager detailing all maintenance contracts that the site supervisor or contracts manager managed in the past) a) Relevant Experience (Submit CV as well as the table detailing list of maintenance contracts experience– refer FORM C7). <table><tr><td>>5 maintenance contracts</td><td>(3 – 5) maintenance contracts</td><td>(0 – 2) maintenance contracts</td></tr><tr><td>10</td><td>5</td><td>0</td></tr></table> b) Relevant Education (certified copy of relevant qualification(s) to be provided) <table><tr><td>relevant Electrical Qualification higher than National Diploma</td><td>National Diploma/Technical Diploma Electrical</td><td>No Relevant Qualification</td></tr><tr><td>10</td><td>5</td><td>0</td></tr></table>	>5 maintenance contracts	(3 – 5) maintenance contracts	(0 – 2) maintenance contracts	10	5	0	relevant Electrical Qualification higher than National Diploma	National Diploma/Technical Diploma Electrical	No Relevant Qualification	10	5	0	5	20	
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10	5	0														
relevant Electrical Qualification higher than National Diploma	National Diploma/Technical Diploma Electrical	No Relevant Qualification														
10	5	0														
	3. Installation Electrician (IE) or Master Installation Electrician (MIE) An installation electrician (IE) or a master installation electrician (MIE) registered with the department of manpower/labour (DOL) as such. (Required proof shall be a detailed CV and copy of certified DOL registration ID card(s) for installation electrician (IE) or a master installation electrician (MIE) as the case may be). a) Relevant Experience (CV to list installation and or modification projects conducted and or signed off by the IE or MIE and issued COCs on such projects) <table><tr><td>>5 Projects</td><td>3 – 5 Projects</td><td>0-2 Projects</td></tr><tr><td>10</td><td>5</td><td>0</td></tr></table> b) Relevant and Valid IE and or MIE Registration with DOL (certified copy of IE and or MIE registration cards) <table><tr><td>IE or MIE Registration</td><td>No IE or MIE Registration</td></tr><tr><td>5</td><td>0</td></tr></table>	>5 Projects	3 – 5 Projects	0-2 Projects	10	5	0	IE or MIE Registration	No IE or MIE Registration	5	0	5 5	15			
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10	5	0														
IE or MIE Registration	No IE or MIE Registration															
5	0															

	4. Electrician 1 Electrician must have at least three (03) years' experience in maintenance of MV and LV electrical reticulation network infrastructure to be based at Cape Town International Airport on a full-time basis during normal working hours (Monday to Friday, 07H00 to 17H00). (Required proof shall be detailed CVs clearly elaborating on the relevant experience, certified copies of qualifications and trade certificates) a. Relevant experience in maintenance of MV and LV electrical reticulation network infrastructure (CV detailing a trackable employment history of the electricians and contactable references) <table><tr><td>>5 years' experience</td><td>3 - 5 years' experience</td><td>0 – 2 years' experience</td></tr><tr><td>6</td><td>3</td><td>0</td></tr></table> b. Relevant Education (certified copies of qualifications) <table><tr><td>N6 Elec or higher</td><td>N3-N5 Electrical</td><td>No relevant qualification</td></tr><tr><td>6</td><td>3</td><td>0</td></tr></table> c. Trade Test Certificate (certified copies of trade certificates) <table><tr><td>Yes</td><td>No</td></tr><tr><td>3</td><td>0</td></tr></table>	>5 years' experience	3 - 5 years' experience	0 – 2 years' experience	6	3	0	N6 Elec or higher	N3-N5 Electrical	No relevant qualification	6	3	0	Yes	No	3	0	3	15	
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6	3	0																		
Yes	No																			
3	0																			
		3																		
		3																		

	5. Electrician 2 Electrician must have at least three (03) years' experience in maintenance of MV and LV electrical reticulation network infrastructure to be based at Cape Town International Airport on a full-time basis during normal working hours (Monday to Friday, 07H00 to 17H00). (Required proof shall be detailed CVs clearly elaborating on the relevant experience, certified copies of qualifications and trade certificates) a. Relevant experience in maintenance of MV and LV electrical reticulation network infrastructure (CV detailing a trackable employment history of the electricians and contactable references) <table><tr><td>>5 years' experience</td><td>3 - 5 years' experience</td><td>0 – 2 years' experience</td></tr><tr><td>6</td><td>3</td><td>0</td></tr></table> b. Relevant Education (certified copies of qualifications) <table><tr><td>N6 Elec or higher</td><td>N3-N5 Electrical</td><td>No relevant qualification</td></tr><tr><td>6</td><td>3</td><td>0</td></tr></table> c. Trade Test Certificate (certified copies of trade certificates) <table><tr><td>Yes</td><td>No</td></tr><tr><td>3</td><td>0</td></tr></table>	>5 years' experience	3 - 5 years' experience	0 – 2 years' experience	6	3	0	N6 Elec or higher	N3-N5 Electrical	No relevant qualification	6	3	0	Yes	No	3	0	3	15	
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6	3	0																		
Yes	No																			
3	0																			
		3																		
		3																		

	Total	63	100	
*NB				
All qualifications must be SAQA accredited. All foreign and technical qualifications provided must be SAQA-approved/accredited.				
A typical relevant and updated CV of each of required resources should consist of not more than 2-3 pages and must be attached/included to Form C7				
Each relevant and updated CV should typically include the following information.				
1. Personal particulars mentioning: *name *date and place of birth 2. Place (s) of tertiary education and dates associated therewith. 3. Qualifications (degrees, diplomas, artisan’s certification or other recognised training courses completed) 4. Membership grades or membership of professional societies and professional registrations) 5. Name of current employer and position in enterprise 6. Overview of post graduate experience (year, organization and position / responsibilities) 7. Record of Previous work experience relevant to the tender requirements 8. Total number of years’ working experience (include start and end dates) relevant to the tender requirements. 9. Professional activities which have a bearing on the service				
NB: All minimum threshold per resource AND company experience must be met to be evaluated further.				
- Qualification requirements apply concurrently, and bidders must meet all requirements per category to score full points. - If bidder supplies any mix of qualifications corresponding to min or max category, minimum points will be allocated.				
If a tenderer wishes to submit an alternative tender offer, it must demonstrably satisfy the Employer’s standards and requirements as per the original tender document. An alternative offer may only be submitted if an offer that fully satisfies the original tender document requirements is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.				

Acceptance of an alternative tender offer will imply acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

Alternative Tender Offers will ONLY be considered from the highest point scoring respondent and only if/when the award is granted.

STAGE 5 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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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.

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	BIDDER SELF SCORE
		20	
Construction	≥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	
	< 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
	Other	0	

T1.3 Standard Conditions of Tender

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 identified 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 (Not applicable)

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.(Note Applicable)

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 (Not Applicable)

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 BBEE 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 (Not applicable)

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 BBEE 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

BID REF. No: CTIA7610/2024/RFP

TITLE: Tender for the Preventative and Corrective Maintenance of Power Reticulation network (MV & LV) at Cape Town International Airport for a Period of 5 years

Part T2: Returnable Documents

T2.1: List of Returnable Document

T2.2: Returnable Schedules

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: Copies of Client Reference Letters of Previous Projects Completed	
A8: Proof of Contract Values of Previous Projects Completed	
A9: Schedule of Current Commitments	
A10: SBD 1 : Invitation to Bid	
A11: SBD 4: Bidder's Disclosure Form	
A12: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
A13: SBD 6.2 Declaration for local content and production for PPPFA designated sectors	
A14: 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 COIDA	
B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
B3: SARS Pin Tax Clearance Certificate 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 (See Vol2A NEC Contract)	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C3: Subcontractor's Supporting Documents	
C4: Plant and Equipment	
C5: A certified copy of B-BBEE Verification Certificate	
C6: CV's of key personnel	
C7: Certified Copies of Qualifications, Registrations and/or Certificates of Key Personnel.	
C8: Registration with the Department as an Electrical Installer	
C9 Work Plan and Proposed Methodology	
C10 Occupational Health and Safety Questionnaire	
C11 Schedule of Information to be provided by the Tenderer	
C12: Proposed Amendments and Qualifications	
C13A: JV Agreement	
C13B: CIDB-Construction Industry Development Board	
C14: POPIA Annexure	
C15: Occupational Health and Safety Mandatory Agreement	
C16: Environmental Terms and Conditions	
C17: VAT Questionnaire	

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 **CTIA7610/2024/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 AUTHORIZED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Signed		Date	
Name		Position	
Tenderer			

FORM A5 - Schedule of the Tenderer’s Recent Experience

Bidder to demonstrate competent and relevant experience in the maintenance, servicing and conducting repairs on medium voltage (MV) and low voltage (LV) power reticulation networks infrastructure experience on similar projects locally and/or worldwide. A minimum of **three projects** should be listed below. Contactable references must be provided.

Do you want to link this to a VALUE

The tenderer to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

Refer to functionality evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11.

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

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

Projects	Name of Client (For which a <u>same</u> <u>or similar</u> service was rendered)	Project Description (Refer to functionality)	Project Value in relation to MV and LV Power Reticulation (Incl. VAT)	Performance Period (Date)		Reference (Client contact details)	Reference letter provided (yes or no)	Completion Certificate provided (yes or no)
				Project Start Date	Project End Date			
Project No. 1						Name: Tel: Email: 		

Projects	Name of Client (For which a <u>same</u> <u>or similar</u> service was rendered)	Project Description (Refer to functionality)	Project Value in relation to MV and LV Power Reticulation (Incl. VAT)	Performance Period (Date)		Reference (Client contact details)	Reference letter provided (yes or no)	Completion Certificate provided (yes or no)
				Project Start Date	Project End Date			
Project No. 2						Name: Tel: Email: 		
Project No. 3						Name: Tel: Email: 		
Project No. 4						Name: Tel: Email: 		

Projects	Name of Client (For which a <u>same</u> <u>or similar</u> service was rendered)	Project Description (Refer to functionality)	Project Value in relation to MV and LV Power Reticulation (Incl. VAT)	Performance Period (Date)		Reference (Client contact details)	Reference letter provided (yes or no)	Completion Certificate provided (yes or no)
				Project Start Date	Project End Date			
Project No. 5						Name: Tel: Email: 		

- The Tenderer must complete Form A5. Failure to complete may result in disqualification.
- Contactable references must be provided. Please provide a VALID e-mail address for reference verification.
- Projects listed must be completed projects. Ongoing/incomplete projects will not be evaluated.

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 Copies of Completion Certificates of Previous Projects Completed

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 Copies of Client Reference Letters of Previous Projects Completed

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

A minimum of Three **(3) certificates** required for relevant projects.

All Client reference letters must be signed by Client.

Experience is demonstrated by providing signed Completion Certificates typically containing:

- A Client Agent letterhead,
- Project name,
- Description of work,
- Contractor name,
- Value of contract,
- Start and End date of contract/project,
- Client details.

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

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			

FORM A10. Invitation to Bid**SBD 1****PART A**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA											
BID NUMBER:		CTIA7610/2024/RFP		CLOSING DATE:		31 st March 2025		CLOSING TIME:		12H00 mid-day	
DESCRIPTION		Tender for the Preventative and Corrective Maintenance of Power Reticulation network (MV & LV) at Cape Town International Airport for a Period of 5 years									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)											
Cape Town International Airport											
Procurement Department - Ground Floor, Southern Office Block (SOB)											
Cape Town											
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO						TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON		GRAHAM MITCHELL				CONTACT PERSON		ctiatender.admin@airports.co.za			
TELEPHONE NUMBER		n/a				TELEPHONE NUMBER		n/a			
FACSIMILE NUMBER		n/a				FACSIMILE NUMBER		n/a			
E-MAIL ADDRESS						E-MAIL ADDRESS					
SUPPLIER INFORMATION											
NAME OF BIDDER											
POSTAL ADDRESS											
STREET ADDRESS											
TELEPHONE NUMBER		CODE				NUMBER					
CELLPHONE NUMBER											
FACSIMILE NUMBER		CODE				NUMBER					
E-MAIL ADDRESS											
VAT REGISTRATION NUMBER											
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:				OR		CENTRAL SUPPLIER DATABASE No:		MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]				ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?				☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐
YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	
☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐
YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	
☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐
YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B**TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

FORM A 11 : BIDDER'S DISCLOSURE**SBD4****1. PURPOSE OF THE FORM**

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

- 2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any

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

² 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.

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**FORM A12. 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 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) 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	80
BBBEE / PREFERENCE	20
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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	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 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 the 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.)

Category	Specific Goals	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
		SCORE: 20	SCORE:
Construction	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	

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

FORM A13: 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

Stipulated minimum threshold

.....

.....

.....

.....

The Department of Trade, Industry and Competition (**the dtic**) designated industries, sectors and sub-sectors for local production at a specified level of local content since 2011.

The following industries, sectors and sub-sectors have so far been designated for local production with minimum local content thresholds.

Industry/sector/sub-sector	Minimum threshold for local content
Buses (Bus Body)	80%
Textile, Clothing, Leather and Footwear	100%
Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Light Steel Poles, Steel Lattice Towers	100%
Canned / Processed Vegetables	80%
Pharmaceutical Products:	
• OSD Tender • Family Planning Tender	• 70% (volumes) • 50% value
Rail Rolling Stock	65%
Set Top Boxes (STB)	30%
Furniture Products:	
• Office Furniture • School Furniture • Base and Mattress	• 85% • 100% • 90%
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves products and actuators	70%
Residential Electricity Meter :	
• Prepaid Electricity Meters • Post Paid Electricity Meters • SMART Meters	• 70% • 70% • 50%
Working Vessels/Boats (All types):	60%
• Components	• 10% – 100%
Conveyance Pipes	80% – 100%

Transformers and Shunt Reactors:	
• Class 0 • Class 1 • Class 2 • Class 3 • Class 4	• 90% • 70% • 70% • 45% • 10%
• Components and conversion activities	• 50% – 100%
Solar PV Components:	
• Laminated PV Modules • Module Frame • DC Combiner Boxes • Mounting Structure • Inverter	• 15% • 65% • 65% • 90% • 40%
Two Way Radio Terminals and Associated Equipment:	
• Portable Radio • Mobile Radio • Repeater	• 60% • 60% • 60%
• Components	• 20% – 100%
Rail Signaling:	• 65%
• Components	• 40% – 100%
Wheely Bins:	100%
Fire Fighting Vehicle	30%
• Crew Cabin • Super Structure • Assembly	• 100% • 100% • 100%
Steel Products and Component for Construction	
Steel Value-added Products • Fabricated Structural Steel • Joining/Connecting Components • Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & lauders •	• 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%
Steel Value-added Products • Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars	• 100% • 100% • 100% • 100%

	• 100% • 100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
• Casting or Frame Fabrication • Fabrication and winding of the Rotor Core • Accessories • Assembly and testing of the fully-built unit	• 100% • 100% • 100% • 100%
Rail Permanent Way	90%
• Rails and rail joints • Ballasts • Ballastless • Turnouts/switches and crossings • Railway sleepers • Rail fastening and accessories • Railway maintenance of way plant & equipment • Assembly and testing of fully build unitst	• 100% • 100% • 100% • 100% • 100% • 100% • 70% • 100%
Plastic Pipes	100%
• Polyvinyl chloride (PVC) pipes • High density polyethylene (HDPE) pipes • Polypropylene (PP) pipes • Glass reinforced plastic (GRP) pipes	• 100% • 100% • 100% • 100%
Air insulated MV Switchgear	50%
• Instrument Transformers • Busbars • Housing • Switching Devices	• 15% • 5% • 25% • 5%
Bulk Material Handling	85%
• • Conveyer Idlers • Structural Steel • Rubber • Conveyor Belt • Pulleys	• 70% • 100% • 100% • 100% • 60%
Industrial lead Acid Batteries	50%

Cement	100%
• Cem I • Cem II • Cem III • Cem IV • Cem V • Masonry Cement	• 100% • 100% • 100% • 100% • 100% • 100%

The local content bidding document can be completed in line with the requirements of the SABS approved technical specification number SABS approved standard SANS 1286:2017 and the Guidance Document for the Calculation of Local Content together with the associated Annexures:

- Annexure C: Local Content Declaration – Summary Schedule,
- Annexure D: Imported Content Declaration – Supporting Schedule to Annexure C and
- Annexure E: Local Content Declaration – Supporting Schedule to Annexure C.

For local content related enquiries, please call the helpline on +27 (12) 394 1435.

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/industrialdevelopment/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 (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Form A14: 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 and COIDA.
- 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 : Honeywell Automation and Control Solutions (SA) (Pty)
Limited.

Account No :

Bank :

Branch Code :

Amount :

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

Signed		Date	
Name		Position	
Enterprise name			

Form 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 C3 Subcontractor Supporting Documents

List supporting documents required for subcontractor, if applicable:

- 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.
- CIDB Certificate in line with contract value for subcontracting proposal

Signed		Date	
Name		Position	
Tenderer			

Form C4: 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 C5: 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 C6. The CV's of key personnel

Please attach comprehensive and relative CVs of Key Personnel to this page.

- **Site Supervisor/Contract Manager**
- **Installation Electrician (IE) or Master Installation Electrician (ME)**
- **Electrician 1**
- **Electrician 2**

The below declaration must be completed by each of the Key Resources assigned to this project. Please attach signed declaration/s with this Tender.

Key to note : The resource compliment is non-exhaustive and is output based. Only Key resources will be evaluated; however, they are the minimum personnel required per shift.

As an employee of Company _____ I hereby consent / do not consent to the use of my personal and professional information for the purposes of this bid ONLY and shall remain confidential according to the POPIA ACT Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21.

Employee Name and Surname: _____

Employee Designation: _____

Employee # _____

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 take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11

Signed		Date	
Name		Position	
Tenderer			

Site Supervisor/Contract Manager

Position held:		☐ Site Supervisor/Contract Manager	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as an Site Supervisor/Contract Manager			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			
Personal Project Experience:			
Project 1	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 2	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			

Project 3	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 4	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 5	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data.

Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as a Site Supervisor/Contract Manager

Installation Electrician (IE) / Master Installation Electrician (MIE)

Position held:		☐ Installation Electrician / Master Installation Electrician	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as a (IE or ME)			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			
Personal Project Experience:			
Project 1	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 2	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 3	Company/Employer		
	Description of Project		
	Position Held		

	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 4	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 5	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data

Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as an Installation Electrician (IE) / Master Installation Electrician (ME)

Electrician 1

Position held:		☐ Electrician 1	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as an Electrician 1			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			
Personal Project Experience:			
Project 1	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 2	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		

	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 3	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 4	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 5	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data

Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as an Electrician 1

Electrician 2

Position held:		☐ Electrician 2	
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as an Electrician 2			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			
Personal Project Experience:			
Project 1	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			
Project 2	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
Reference Person Name			
Contact Number			

Project 3	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 4	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			
Project 5	Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
Contact Number			

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data

Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as an Electrician 2

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

I, the undersigned, who warrants that he / she is duly authorised 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

Tender

FORM C7: Certified Copies of Qualifications or Certificates of Key Personnel.

Please attach certified copies of **Registrations, Qualifications or Certificates of** Key Personnel as listed under Form C6 above to this page.

1) Site Supervisor/Contract Manager

Attach certified proof of qualification

2) Installation Electrician (IE) or Master Installation Electrician (ME)

Attach certified proof of qualification

3) Electrician 1

Attach certified proof of qualification

4) Electrician 2

Attach certified proof of qualification

Signed		Date	
Name		Position	
Tenderer			

Form C8 Registration with the Department as an Electrical Installer

Bidder shall be registered as an Electrical Contractor with the Department of Labor (DOL). (Required proof for this criterion shall be proof of registration as an electrical contractor with the department of labour)

Signed		Date	
Name		Position	
Tenderer			

Form C9: Work Plan and Proposed Methodology

Please add proposed Methodology statement here. Including any LEAN solutions and/or best practice ideology for this project – new or state of the art best in class methodology or adaptation toward key competence and learning curve benefit to ACSA.

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? (COLD Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	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?			
	Process/Risk	Type of PPE		
	Do you have a copy of the issue lists for PPE available on request?			
7	EMERGENCY ARRANGEMENTS		YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?			
	Are these communicated to your sub-contractors?			
7.2	What provision have you made for first aid?			
	E.g. Trained First Aiders			
7.3	What training do you provide to employees in Safety/Fire Fighting?			
	Please list institutions used for these training			
8	RECRUITMENT OF PERSONNEL		YES	NO
8.1	Are health and Safety factors considered when hiring personnel?			
8.2	Are medical examinations carried prior to employment?			
	In all cases			
	Where type of work requires medical examination			
8.3	Do you cover exit medical examination?			
8.4	How do you assess the competence of staff before an appointment is made?			
	E.g. Via trade testing, reference checks			
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS		YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?			
	Please supply a copy			

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

The following documentation should also be provided with the tender:

1. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer
2. COIDA 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:

2022:
 2023:
 2024:

5. Management and Manpower Resources

Supervisors:
 Labourers:
 Other:

Name of Supervisor to be allocated to this contract:

6. Construction Equipment (Value in R)

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

Signed		Date	
Name		Position	
Tenderer			

Form C12: Proposed Amendments and Qualifications

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

Form C13A: JV Agreement

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

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

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

Please complete the following:

Name of lead partner/member of JV	
CIPC Registration Number Please submit as - Incorporated: Consolidated in the JV entity name - Unincorporated: Individual entities	
VAT Registration number Please submit as - Incorporated: Consolidated in the JV entity name - Unincorporated: Individual entities	
CIDB Registration number Please submit as - Incorporated: Consolidated in the JV entity name - Unincorporated: Individual entities	
Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members	
BBBEE Certificate: Please submit as - Incorporated: Consolidated in the JV entity name - Unincorporated: Individual entities	
CSD Report: Please submit as - Incorporated: Registered on CSD as the JV entity - Unincorporated: Individual Entities	
Letter of Good Standing: Please submit as Individual entities	
Contact Person	
Telephone number	
E-mail address	
Postal address (also each member of the JV)	
Physical Address (also each member of the JV)	

Form C13B: CIDB - CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderer to insert proof of a valid CIDB grading.

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

Form C14: POPIA ANNEXURE:

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

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

respect thereof materially similar to that set out herein;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2025

AUTHORIZED SIGNATORY _____

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2025

AUTHORIZED SIGNATORY _____

FORM C15: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

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

OBJECTIVES

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (C.O.I.D Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Physical Address: Airport Company South Africa South Africa SOC Limited Western Precinct, Aviation Park, O.R. Tambo International Airport Kempton Park, Johannesburg, 1632

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

1. DEFINITIONS

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

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document shall include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatory shall immediately be provided to the Client.
- 6.2 The Mandatory shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatory shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

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

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

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

12. MEDICAL EXAMINATIONS

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

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.

- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.
- 16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

- 19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.
- 19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- 19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

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

that his / her responsible persons and employees wear the PPE issued to them at all times.

- 20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.
- 20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and shall be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

- 24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.
- 24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

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

29. 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 shall at all times comply with the following conditions:

- 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.
- 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.
- 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.

30. FURTHER UNDERTAKING

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

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

31. ACCEPTANCE OF 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 a duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

DATE

Witnesses:

3. _____

4. _____

C16: 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 Airports Company South Africa SOC Limited. The Company 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	Environmental Policy shall be communicated, comprehended and implemented by all appointed contractor staff (refer to <u>Environmental Management Policy T010 001P</u>).
Stormwater, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Company 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 Company 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 minimise noise generated on site as a result of work operations. - The Contractor shall comply with the applicable regulations with regard to 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 always maintain a tidy, litter free environment 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 Substances (HCS)	- All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. - Materials Safety Data Sheets shall be stored with all HCS. - All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Company immediately). - All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. - Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	The Company 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.

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

I, _____ (name & surname) of _____ (company)

agree to the above conditions and acknowledge Airports Company South Africa SOC Limited's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at: _____ (airport name).

FORM C17 : VAT QUESTIONNAIRE

VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

Yes	No
------------	-----------

2. If you have answered yes to the above question, please provide the following:
 2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	VAT Number of Body of Persons	Valid registration certificate attached? Yes/No
1.		

ACSA management will use the following link to check your registration. [VendorExactSearch\ 1.0.4 \(sarsefiling.co.za\)](#)

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.
4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

The below definitions are in relation to the above requirement.

1. Definitions

1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

1.2 **Consortium or Joint Venture** - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture

1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.

2. The Law

Section 51 of the VAT Act states that:

(1) *Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-*

(a) such body shall be deemed to carry on such enterprise as a person separate from the members of such body;

(b) registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;

(c) liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and

(d) the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.

3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, is in terms of section 51(1) of the VAT Act ,required to register for VAT with the South African Revenue Services ("SARS")where the body's taxable supplies exceed the registration threshold.

Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.

AIRPORTS COMPANY SOUTH AFRICA (SOC)

SCM REFERENCE NR: CTIA7610/2024/RFP

Tender for the Preventative and Corrective Maintenance of Power Reticulation network (MV & LV) at Cape Town International Airport for a Period of 5 years

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at Cape Town International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number : _____)

for **Preventative and Corrective Maintenance of Power Reticulation network (MV & LV) at Cape Town International Airport for a Period of 5 years**

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VOLUME 2

NAME OF BIDDER:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement for the **Preventative and Corrective Maintenance of Power Reticulation network (MV & LV) at Cape Town International Airport for a Period of 5 years**

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

By the representative of the contractor, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the contractor offers to perform all of the obligations and incur liabilities of the NEC TSC 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 INCLUSIVE OF VAT IS:

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
In words	

Please complete in figures and in words

for the Contractor

Signature Date
 Name Capacity

(Name and address of organisation)

.....

Name and signature of witness

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 tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data or the Pricing Data. Acceptance of the contractor's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Service Information
Part C4	Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). 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

**Administrator Office, Southern Office Block
Private Bag X9002
Cape Town International, Western Cape
South Africa, 7525**

Name and
signature
of witness Date

Schedule of Deviations

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

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable 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.

Signature(s)

Name(s)

Capacity

**For the
employer:**

Name & signature of witness
(Insert name and address of organisation)
Date

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name & signature of witness
(Insert name and address of organisation)
Date

C1.3 TSC3 Contract Data

Part one - 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:	
		B: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (April 2013) ³	
10.1	The <i>Employer</i> is (name):	Airports Company South Africa SOC Limited a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Administrator Office, Southern Office Block, Western Cape, South Africa, 7525. Private Bag X9002, Cape Town International, Western Cape, South Africa, 7525.
	Tel No.	021 937 1200
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	Bonile Caleni
	Address	Private Bag X9002, Cape Town International, Western Cape, South Africa, 7525.
	Tel	021 935 3852
	Fax	N/A
	e-mail	

11.2(2)	The Affected Property is	Cape Town International Airport (All Building Owned by ACSA)
11.2(13)	The service is	MV&LV Electrical Network Maintenance contract at CTIA as set out in part C3 service information
11.2(14)	The following matters will be included in the Risk Register	Working on Airside: High noise levels Electricity Live line work up to 11kV Working on height Mobile Elevated lift equipment
11.2(15)	The Service Information is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	2 weeks
2	The <i>Contractor's</i> main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	4 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon contract signing by ACSA
30.1	The <i>service period</i> is	60 months from the starting date
4	Testing and defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is	Four (4) weeks (not more than five)
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	It will be the prime lending rate of the employer's bank, as determined from time to time.
6	Compensation events	No data is required for this section of the condition of contract
7	Use of Equipment Plant and Materials	No data is required for this section of the conditions of the contract
8	Risks and insurance	See attached annexure C.
9	Termination	No data required for this section of the conditions of the contract
10	Data for main Option clause	

A	Priced contract with price list	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is: (refer to clause Z19.1 for the list of adjudicators)	
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 latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator:	Chairman of the Johannesburg Advocate's Bar Council.
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1	The <i>base date</i> for indices is	It will be limited to a maximum of CPI as at the anniversary date of the contract
X2	Changes in the law	
	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
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	No limitation of liability.
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	No limitation of liability.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	No limitation of liability. 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
Z	The <i>additional conditions of contract</i> are	

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Service: Delete core clause 20.1 and replace with the following:

Z2.1 The *Contractor* 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.

Z3. Other responsibilities: add the following at the end of core clause 27:

Z3.1 The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date* .

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

Z4. Termination

Z4.1 Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:

Z5.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- The additional conditions of contract under these Z clauses
- The conditions of contract and
- The other documents.

Z5.2 The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

Z6. Payment: Add the following at the end of core clause 51:

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor’s failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person’s income;

Z7.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

Z8. Performance Bond: The following amendments are made to clause X13:

Z8.1. Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z9. Limitation of liability: Insert the following new clause as Option X18.6:

Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

Z8.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

ADDITIONAL Z CLAUSES**Z10. Cession, delegation and assignment**

Z10.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.

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

Z11. Joint and several liability

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

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

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

Z12. Ethics

Z12.1. The *Contractor* undertakes:

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

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

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

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

Z13. Confidentiality

Z13.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any

person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.

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

Z13.3. This undertaking shall not apply to –

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

Z13.3.2. information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z13.3.3. information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z13.4. The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z13.5. The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14. *Employer's Step-in rights*

Z14.1. If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2. The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z15. *Liens and Encumbrances*

Z15.1. The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z16. *Intellectual Property*

Z15.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the

performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

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

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

Z19 | Dispute resolution:

Z19.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z19.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

PART C2: PRICING DATA

TSC3 Option A

C2.1 Pricing assumptions: Option B

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in the core and Option B clauses of the NEC3 Term Service Contract, April 2013 (TSC3) state:

Identified and defined terms	11 11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (18) The Price for Services Provided to Date is the Defined Cost which the <i>Contractor</i> has paid plus the Fee. (20) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.
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Payments are made according to Defined Cost plus Fee (See core clauses 11.2(5), 11.2(6) and 11.2(8)). At the dates stated in the Contract Data, the *Service Manager* calculates the *Contractor's* share in terms of clause 53. If the *Contractor* has been paid more than the equivalent Prices in the Price List for the same work he pays the *Employer* a portion of the over-run (the pain) but if he has been paid less than the equivalent Prices in the Price List he is paid a portion of the under-run (the gain). The Prices in the Price List are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

In this Option the Price List is used as a means of arriving at a target price. Clause 54.1 in Option C states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List.

Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be related to items of service priced in the *price list*.

Preparing the *price list*

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

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation

event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

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

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

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

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

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 the *price list*

PRICING SCHEDULE

Part 1: Preventative Maintenance

No.	Item	Frequency	Qty	Unit Price (R)	Total (R)
1	Site Supervisor (1)	Monthly	12 months		
2	Electrician (x2)	Monthly	12 months		
3	Electrical Assistant (x2)	Monthly	12 months		
11 KV MV Network Maintenance					
4	Structural Integrity of MV Panels (All substations)	Annually	1 time		
Transformer Maintenance and Testing					
5	Substation Transformers Oil Sampling and Analysis by SANAS Accredited Laboratory	Annually	42		
6	Mini-substation transformers Oil Sampling and Analysis by SANAS Accredited Laboratory	Annually	28		
7	Replace silica gel on each transformer	Annually	70		
8	Transformer general inspection Testing	Annually	70		
9	Buchholz Relay Functional Testing (Alarm and Trip Tests)	Annually	70		
10	Temperature Probe Functional Testing and calibration (Alarm and Trip Tests)	Annually	70		
11	Thermal imaging/infrared scanning of transformer terminations (both MV and LV terminations)	Annually	70		
12	Insulation resistance testing	Once-off	70		
13	DC primary winding resistance test	Once-off	70		
14	DC secondary winding resistance test	Once-off	70		
15	Ratio test	Once-off	70		
16	Vector group test	Once-off	70		
17	Polarity check	Once-off	70		
18	Internal CT testing	Once-off	70		
19	Oil temperature gauge/probe functionality	Once-off	70		
20	Short circuit impedance	Once-off	70		
	Sub-Total (Transformer Maintenance and Testing)				
21	Inspection of high voltage cable insulation	Annually	1 time		
22	Earth Cable Resistance test	Annually	1 time		
23	MV Cable Very Low Frequency (VLF) Testing for at least 15 minutes (All cable runs)	Once-off	1 time		
24	Calibration, setting and functionality Testing of Protection relays	Annually	1 time		

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER _____

MV & LV ELECTRICAL NETWORK MAINTENANCE AT CTIA

25	Testing and calibration of VT's and CT's (Primary and Secondary Injection Tests, and etc.)	Annually	1 time		
26	Inspection and servicing of Battery tripping units (All Substations with BTUs)	Annually	1 time		
27	Torquing and cleaning of Busbar conductors	2 Yearly	2 times		
28	Transformer servicing	Annually	1 time		
MV Switchgear Yearly Maintenance and Testing					
29	Power and Lighting Main Alstom Switchgear	Annually	11		
30	Power and Lighting Alstom Switchgear	Annually	2		
31	Alpha Substation ABB Switchgear	Annually	17		
32	2 Alpha Substation ABB Switchgear	Annually	8		
33	Air-Franc Substation Alstom Switchgear	Annually	7		
34	TACAN Substation Alstom Switchgear	Annually	3		
35	Substation 19 Alstom Switchgear	Annually	4		
36	Substation 01 Alstom Switchgear	Annually	4		
37	S-Band Substation Alstom Switchgear	Annually	4		
38	Pick n Pay / Clover ABB Switchgear	Annually	4		
39	North Substation RMU	Annually	9		
40	South Substation RMU	Annually	9		
41	Terminal 1 Substation RMU	Annually	5		
42	Terminal 5 Substation RMU	Annually	5		
43	SOB Substation RMU	Annually	3		
44	Parkade 1 Substation RMU	Annually	3		
45	Parkade 2 Substation RMU	Annually	3		
46	Oval Park Substation RMU	Annually	3		
47	Mini Substations (28 x 3-Way RMUs)	Annually	84		
48	Basement Substation RMU	Annually	4		
49	SA Cargo Substation	Annually	6		
50	Sub-Total (MV Switchgear Yearly Maintenance and Testing)				
MV Switchgear 3-Yearly Maintenance and Testing					
51	Power and Lighting Main Alstom Switchgear	3-Yearly	11		
52	Power and Lighting Alstom Switchgear	3-Yearly	2		
53	Alpha Substation ABB Switchgear	3-Yearly	17		
54	2 Alpha Substation ABB Switchgear	3-Yearly	8		
55	Air-Franc Substation Alstom Switchgear	3-Yearly	7		
56	TACAN Substation Alstom Switchgear	3-Yearly	3		
57	Substation 19 Alstom Switchgear	3-Yearly	4		
58	Substation 01 Alstom Switchgear	3-Yearly	4		
59	S-Band Substation Alstom Switchgear	3-Yearly	4		
60	Pick n Pay / Clover Alstom Switchgear	3-Yearly	4		
61	North Substation RMU	3-Yearly	9		
62	South Substation RMU	3-Yearly	9		

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63	Terminal 1 Substation RMU	3-Yearly	5		
64	Terminal 5 Substation RMU	3-Yearly	5		
65	SOB Substation RMU	3-Yearly	3		
66	Parkade 1 Substation RMU	3-Yearly	3		
67	Parkade 2 Substation RMU	3-Yearly	3		
68	Oval Park Substation RMU	3-Yearly	3		
69	Mini Substations (28 x 3-Way RMUs)	3-Yearly	84		
70	Basement Substation RMU	3-Yearly	4		
71	SA Cargo Substation	3-Yearly	6		
72	Sub-Total (MV Switchgear 3-Yearly Maintenance and Testing)				
73	MV cable Joints (ad hoc basis)	Annually	10 times		
74	Pressure testing of MV Cables (Ad hoc basis)	Annually	10 times		
400 V LV Network / Switchboards					
75	Power Factor correction Maintenance	Annually	1 time		
400 V Switchgear 2-Yearly Maintenance and Testing					
76	Power and Lighting ACBs	2-Yearly	16		
77	North Substation ACBs & Gen Changeovers	2-Yearly	12		
78	South Substation ACBs & Gen Changeovers	2-Yearly	9		
79	Terminal 1 Substation ACBs	2-Yearly	3		
80	Terminal 5 Substation ACBs & Gen Changeovers	2-Yearly	7		
81	SOB Substation ACBs	2-Yearly	3		
82	Parkade 1 Substation NS & Gen Changeover	2-Yearly	3		
83	Parkade 2 Substation ACB & Gen Changeover	2-Yearly	3		
84	Substation 19 ACBs & Gen Changeovers	2-Yearly	4		
85	Substation 01 ACBs & Gen Changeovers	2-Yearly	4		
86	Basement Substation ACBs	2-Yearly	3		
87	Oval Park Substation	2-Yearly	2		
88	Shell Generator	2-Yearly	2		
89	Mini Substations	2-Yearly	28		
	Sub-Total (400 V Switchgear 2-Yearly Maintenance and Testing)				
90	Thermal Imaging/Infrared Scanning of all MV and LV Switchboards, Including DBs and PFC Panels	Annually	1 time		
91	CoC issue and inspection	AD HOC	20 times		
Total Cost Part 1: Preventative Maintenance Excl. VAT				R	

Note:

1. Includes: 2 x Vehicle cost; Administration costs; Telephone cost for site team; stationary; training for upkeep of valid certifications; OHS Requirement for safety file validity; and/or other cost pertaining to running the contract over and the above list of works.
2. Site Supervisor to monitor the work and provide technical reports on major incidents and maintenance progress reports.
3. Electrical Engineer / Technician to perform relay settings, programming and co-ordination.
4. Master installation electrician required for compliance installations, inspections and certification.
5. Pricing for personal is for 10 staff members as per the staff requirement list.

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6. Work tasks include Daily WR Call outs, Weekly inspections Monthly checks and Work orders.
7. Structural Integrity of MV Panels
8. Thermal Verification
9. Transformer Oil Analysis – if PCB's is present remove and replace the oil.
10. Inspection of high voltage cable insulation
11. Calibration, setting and functionality Testing of Protection relays.
12. Testing and calibration of VT's and CT's
13. Earth Leakage testing
14. Thermal Verification
15. Earth Cable resistance
16. CoC will be done on AD HOC, as pricing set value we will use 20 times as a fair estimation. CoC will be done on all ACSA owned property when needed and any findings will be repaired under the normal contract work task in point 4.

Labour Rates and Mark-up

Any works Outside the scope of the contract as per will be charged at the labor rates below:

	Description	Normal Hours (R/hr)	After Hours (R/hr)	Sun/Public H Hr (R/hr)
1	Site Manager / Contract Manager			
2	Electrical Engineer			
3	OEM Specialist			
4	Installation Electrician (IE) or Master Installation Electrician (MIE) (For 3ph installations, CoC and Compliance Inspections)			
5	Electrician			
6	Electrical Assistant			
7	General Labourer			

NB: Current rates for year 1 of the contract will be escalated by CPI annually on the anniversary of the contract

Part 2

Preliminaries and general

Item no.	Description - Contract Administration Costs	Frequency	Quantity	Cost per item	Total cost
Preliminary and General - Contract Administration Costs:					
1	Airside Induction Training (AIT Initial)	Every 2 years	5 personnel x 3	R 2103.60	R 31 554.00
2	General Security Awareness	Every 2 years	5 personnel x 3	R 960.00	R 14 400.00
3	Vehicle permits and branding.	Annually	1	R13250	R 13 250.00
4	Airside Vehicle Operating Permit	Every 2 years	2 personnel	R 960.00	R 1920.00
5	Safety File	Once off	1	R15 000.00	R 15 000.00
7	Provisional sum (Spares and adhoc over the contract term)	Provisional sum	1	R6 800 000.00	R 6 800 000.00
8	Site establishment – site offices and storage facilities	Once off	1	R	R
Total preliminaries and general's costs (Excl. VAT)					R

- N.B. Contract administrative costs not payable upfront but will be drawn off this amount as and when required. This amount covers the full contract duration of 60 Months.

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- The above budget of personal permits is for maximum of 10 people annually.
- Safety induction to be done every 2 years (year 1, year 3 and year 5)
- Safety file cost to include medicals examinations as a once off cost.
- Preliminaries and generals will be paid at proven cost.
- *ACSA reserves the right to retain possession of office and storage facilities established at the expense of ACSA except where the said facilities are leased. Annual claim for insurance payment will be done on the date the contract is initiated and annually on the anniversary of contract start.

Contract Price and Price Adjustment for inflation

The rates applicable to this contract will be listed as in the Bid submission returnable and as per Activity Schedule. The total contract price shall be adjusted on each anniversary date to compensate for increases in cost of labors. The labor content of the contract price, as declared in the Bid Price summary, shall be adjusted on the basis of the increase or decrease in CPI.

Mark-up (3rd party procured items/services)

Spares and sub-contracted work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted. Percentage added shall include profit, overheads, financing, contract insurance, guarantee costs and supervision, and contract management.

ACSA retains the right to procure parts of equal quality and standard if such goods or services can be procured at a lower cost and supply same to the Contractor for fitment or use.

This will be used for any works including emergency works as per ACSA process.

Value of Items or Services per month	Mark up-percentage
R 0 – R5000	%
R5001 – R30000	%
R30001 – R100 000	%
R100 001 – R1 000 000	%
Over R 1 000 000	%

NB: Spares and sub-contracted work will be charged at a market related cost, plus mark-up. The mark-up percentage will be closely monitored before releasing payment.

Spare parts rates and additional work

NB: The contractor is required to price for all the listed spares and additional work below. CPI may be applied on the second year and future years on the anniversary date of the contract. These amounts will not be included in the pricing schedule (Total cost of the contract) these rates below will only be used when purchasing spares listed below with mark-up if purchased from third party.

Item	Description	Unit Measure	of	Unit Cost
1	Transformer mineral oil	liter		
2	Cable fault location	Each		
3	185mm ² PILC MV cable	meter		
4	95mm ² PILC MV cable	Meter		
5	70mm ² PILC MV cable	meter		
6	185mm ² XLPE MV cable	meter		
7	95mm ² XLPE MV cable	Meter		
8	70mm ² XLPE MV cable	meter		

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9	50mm ² XLPE MV cable	meter	
10	95 - 240mm ² PILC MV cable joint kit	Each	
11	35 - 70mm ² PILC MV cable joint kit	Each	
12	95 - 240mm ² PILC MV cable termination kit	Each	
13	35 - 70mm ² PILC MV cable termination kit	Each	
14	95 - 240mm ² XLPE MV cable joint kit	Each	
15	35 - 70mm ² XLPE MV cable joint kit	Each	
16	95 - 240mm ² XLPE MV cable termination kit	Each	
17	35 - 70mm ² XLPE MV cable termination kit	Each	
18	MV Cable termination boots (25mm ² to 300mm ²)	Set of 3	
19	Buchholz relay	Each	
20	Transformer temperature gauge or probe	Each	
21	120V DC, Battery tripping unit	Each	
22	60V DC, Battery tripping unit	Each	
23	24V DC, Battery tripping unit	Each	
24	Maintenance free 12V BTU Batteries, Valve regulated Lead -Acid (VRLA) battery or equivalent	Each	
25	15m Lead Pendant switch / Umbilical cord	Each	
26	Oil purification per liter per pass/cycle	Each	
27	Intelligent Electronic Device (IED) / Protection relay (Over current and Earth fault)	Each	
28	Intelligent Electronic Device (IED) / Protection relay (Over current, Earth fault protection, Directional over current and Directional earth fault)	Each	
29	Intelligent Electronic Device (IED) / Protection relay (Over current, Earth fault, Buchholz and over temperature alarms and trips protection)	Each	
30	Differential Protection relay	Each	
31	Supervisory relay	Each	
32	Arc Protection relay	Each	
33	Outdoor signage for substations and Mini Subs (1m x 0,6m)	Each	
34	Outdoor signage for Ring Main Unit (0,6m x 0,4m)	Each	
35	Power Meter (PM5760)	Each	
36	Power Meter (PM8000)	Each	
37	Power Meter (ION7000)	Each	
38	Power Meter (ION9000)	Each	
39	Withdrawable 400V Air Circuit Breakers (ACB's) MTZ25H1, 65kA	Each	
40	Withdrawable 400V Air Circuit Breakers (ACB's) MTZ25H1, 65kA motorized	Each	
41	Withdrawable 400V Air Circuit Breakers (ACB's) MTZ16 H1, 65kA	Each	
42	Withdrawable 400V Air Circuit Breakers (ACB's) MTZ16 H1,65kA motorized	Each	
43	Withdrawable 400V Air Circuit Breakers (ACB's) MTZ10 H1, 42kA	Each	
44	Withdrawable 400V Air Circuit Breakers (ACB's) MTZ10 H1, 42kA motorized	Each	
45	Partial discharge testing	Each	
46	Power factor correction controller, VL12	Each	
47	PFC cannon type capacitor 12,5kVAr	Each	
48	PFC cannon type capacitor 25kVAr	Each	
49	PFC cannon type capacitor 50kVAr	Each	
50	PFC cannon type capacitor 100kVAr	Each	
51	Anti-harmonic detuned reactor 12,5kVAr	Each	
52	Anti-harmonic detuned reactor 25kVAr	Each	
53	Anti-harmonic detuned reactor 50kVAr	Each	
54	Anti-harmonic detuned reactor 100kVAr	Each	
55	Capacitor contactor 12,5kVAr	Each	
56	Capacitor contactor 25kVAr	Each	
57	Capacitor contactor 50kVAr	Each	
58	Capacitor contactor 100kVAr	Each	
59	Panel Fans, single phase, 230V	Each	
60	Panel Fans, three phase, 400V	Each	

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Summary Pricing Schedule

Line	Description	Total
1	Year 1= Total cost Part 1: Preventative Maintenance (Including once-off activities)	R
2	Year 2 = Year 1 incl. 6% CPI (excluding once-off, 2 yearly and 3 yearly activities)	R
3	Year 3= Year 2 incl. 6% CPI (including 2 yearly activities and exclude 3 yearly activities, excl. once-off)	R
4	Year 4 = Year 3 incl. 6% CPI (excluding 2 yearly and include 3 yearly activities, excl. once-off)	R
5	Year 5 = Year 4 incl. 6% CPI (including 2 yearly activities and exclude 3 yearly activities, excl. once-off)	R
Grand Total 5 years Part 1: Maintenance (Year 1+Year 2+Year 3+Year 4+Year 5)		R
6	Total cost Part 2: Preliminaries and General's costs	R
Total Cost excl. VAT (Grand Total 5 years + Part 2: P's & G's)		R
VAT@ 15%		
Total Cost (incl. VAT 15%) **This should be the same amount as the C1.1 Form of Offer and acceptance in the contract		R

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PART C3: EMPLOYER'S SERVICE INFORMATION

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1 Description of the service

1.1 Executive overview

The CTIA Electrical Maintenance's objective is to maintain the serviceability of the electrical reticulation network for a period of Sixty (60) months at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring electrical compliance to the SANS 10142, this request is furthermore guided by the Maintenance of Aerodrome Electrical Systems (D060 018M) and Maintenance of 11kV SF6, Vacuum Circuit Breakers Maintenance (D060 023) which defines the specific maintenance activities to be carried out and followed to ensure that all infrastructure is effectively maintained in accordance with applicable policies, regulations, standards and general safety and aviation related legislation. The brief scope of work is summarized below:

Routine inspections and repairs will cover the following electrical infrastructure:

MV Switchgear -11KV (including sub-components, MV Board Housing Panel, Bus-Bar Conductors, Cabling and Termination Accessories, Circuit breakers, Instrument Transformers, Metering Equipment, Protection Equipment (Relays, Transducers, Communication Devices etc, Indication Lighting, Ring Main Units (including sub-components)
 LV Switchboards – 400V (including air circuit breakers (ACBs), moulded case circuit breakers (MCCBs), miniature circuit breakers (MCBs), fuses, power meters, changeover switches, etc.)
 Power Transformers
 Power Factor Correction (PFC) equipment (including capacitors, controllers, circuit breakers, fuses, manual/off/auto selector switches, detuned reactors, etc.)
 SCADA System (if applicable)
 Battery Tripping Unit (BTU)
 Supply of spares inventory as and when required and management

1.2 Employer's requirements for the service

Below is a summary of the scope and assets covered under the contract.

List of Electrical Substations and Mini Substations covered but not necessarily limited to the following:

1. Power & Lighting Substation
2. Substation 01
3. S Band Substation
4. Vortec / TACAN Substation
5. Substation 19
6. Gate Gourmet Mini Substation
7. Bravo 1 Mini Substation
8. Bravo 2 Mini Substation
9. Bravo 3 Mini Substation
10. Bravo 4 Mini Substation
11. Safair Mini substation
12. New Radar Mini Substation
13. LGM Hangar Mini Substation
14. Court Mini Substation
15. Industrial Mini Substation
16. First Car Rental Mini Substation
17. Precinct 5 Mini Substation
18. Falcon Mini Substation
19. Cape Business Aviation Mini Substation
20. Thunder City Mini Substation
21. SSS Mini Substation
22. Alpha Substation

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23. Terminal 1 Substation
24. Basement Substation
25. SOB Substation
26. Terminal 5 Substation
27. North Substation
28. South Substation
29. 35 Squadron Substation
30. Swartklip Substation
31. Air franc Substation
32. 2 Alpha Substation
33. Clover Substation
34. Massmart Ring Main Unit
35. Micor / FedEx Mini Substation
36. Rennie's Mini Substation
37. New Cargo Mini Substation
38. Rohlig Mini Substation
39. CTX 1 Mini Substation
40. CTX 2 Mini Substation
41. Oval Park Substation
42. Parkade 1 Substation
43. Parkade 2 Substation
44. Car Park Mini Substation
45. BP Hotel Mini Substation
46. AVIS Mini Substation
47. Shell Mini Substation
48. SA Cargo substation
48. All future assets handed over to CTIA Electrical Department

Scope of electrical work but not necessarily limited to the following:

- a. Installation of new systems
- b. Commissioning of systems
- c. Inspection for availability and SANS compliance
- d. Repair to faulty and defective equipment.
- e. Upgrade existing electrical infrastructure.
- f. Refurbish existing infrastructure.
- h. Execute costs saving initiatives and electricity billing recovery projects.
- i. Maintain all electrical assets as per list but not limited to the following:
- j. Provide maintenance to electrical distribution network (11kV Substations, Mini Substations, Main 400V panel and 400V Circuit breakers, Transformers, RMU, Protection relays, Battery tripping units, Remote switching, Mimic panels etc.)
 - ii. Provide maintenance to earthing system.
 - iii. Provide maintenance to power factor correction units.
 - iv. Provide maintenance to electrical switchgear 400V.
 - v. Provide maintenance to back up supply system changeover circuit breakers.
 - vi. Provide maintenance to electricity meters on MV Panels including calibrations.

Maintenance can be defined as any task to clean, preserve, service or extend the life span of the asset. Contractor must ensure the asset remain in peak conditions and will be held liable for defects that were not reported for repairs, upgrade, or replacement by mean of a written asset report, risk analysis and feasibility study. This will be done by the site manager under this contract.

Routine Maintenance:

All routine Maintenance, Repairs and Inspections are issued through the work order system and issued monthly. The work order must be completed and submitted month end in conjunction with any monthly reporting. Below will define the work types and magnitude of work scopes:

- A. Work Tasks:
 - I. Daily and/or Weekly Work Orders (AKA Work Requests)

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These are calls logged at the maintenance helpdesk by stakeholder for defects. The contractor will be dispatched to the stakeholder for assessment and immediate repairs. In the event a task was not able to be completed, feedback must be given to the helpdesk with reason for delay and action plan for repairs. This work will be completed within 3 days of dispatch as the SLA (Service Level Agreement) of this contract. This work account for nearly fifty percent of the contract work scope and is the core function of the contractor. This includes the scope above for all repairs, maintenance, upgrade and replacements.

II. Weekly and Monthly Work Order (Preventative works)

These are work order for inspections and repair to electrical assets to highlight any defects before a breakdown occurs or before a report is made at helpdesk. Inspection will be done on all ACSA buildings as per the asset list and repair immediately. A comprehensive report will be submitted to the contract manager on a weekly basis.

III. 3 Monthly Work Order (Auditing)

Retail Areas and Stakeholder rentals are maintained by the lease as per the lease. The asset needs to be kept to the Standards and 3 monthly audits and reporting will be done on these areas to ensure the stakeholder upkeep the rental property. This will be a compliance audit to ensure that the building still complies to its latest CoC. Any defects or deviation found must be reported to the contract manager in writing in the form of a report to ensure corrective actions takes place.

All Work tasks must be document, and a work order must be issued for all tasks. All work order tasks will be done under the contract.

- B. Earth Leakage testing
- D. Thermal Verification
- E. Portable Appliance Checks
- F. Earth Cable resistance

Minor Capex Projects:

A portion of this contract budget will cover minor capex projects works such as refurbishment, replacement of failed components of the reticulation network and these projects will be paid via Provisional sum amount.

Minor Projects works include but not limited to:

1. Circuit breakers upgrade
2. Power factor correction unit replacement
3. Battery tripping unit
4. MV Cable replacement
5. Protection relays upgrade and load flow studies

The contractor will be expected to produce monthly report detailing all works completed, including inspection findings, recommendations, highlighting all areas requiring attention. The report shall include accurate stock reconciliation, of stock uses and purchases including stock at hand.

The resources assigned will be a minimum of two qualified electricians and four assistants.

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
CTIA	Cape Town International Airport

BBBEE	Broad Base Black Economic Empowerment
PPPFA	Preferential Procurement Policy Framework Act
OHS	Occupational Health & Safety
H&S	Health and Safety
SANS	South African National Standard

2 Management strategy and start up.

2.1 The Contractor's plan for the service

The Contractor's plan shall be issued by the Contractor to the Employer at the beginning of each working month throughout the duration of the Contract. The Contractor's plan shall be reviewed by both parties.

The Contractor's plan shall include work time schedules (programme), Material required, plant & equipment required, resources and the Total work cost.

The final plan agreed to shall be adopted for use.

The Contractor's plan shall be as per clause 21 of the Term Service Contract.

2.2 Management meetings

The Contractor will be expected to attend meetings to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make the required persons available for these meetings. The contract shall record and distribute meeting minutes as may be required or agreed with the Service Manager. The contractor shall not submit claims for payment for attending any of these meetings.

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

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

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

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

2.3 Contractor's management, supervision and key people

The Contractor will be expected to attend meetings to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make the required persons available for these meetings. The contract shall record and distribute meeting minutes as may be required or agreed with the Service Manager. The contractor shall not submit claims for payment for attending any of these meetings.

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

Documents will be identified with an alpha numeric which indicates source and receipts. The exact document referencing, or numbering option shall be discussed and agreed between the Service Manager and the Contractor upon inception of the contract.

Contractual communication will in the form of:

- Written signed letter, letter can be hand delivered or attached to an e-mail.
- Written signed document, the document can be hand delivered or attached to an e-mail.
- And e-mail

2.6 Invoicing and payment

Include a list of information which is to be shown on an invoice as per the example given below.

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

The *Contractor* shall address the tax invoice to
 Private Bag X 9002, Cape Town International, Western Cape, South Africa, 7525.

and include on each invoice the following information:

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

Add procedures for invoice submission and payment (e. g. electronic payment instructions).

Where internal approval policies regulate payment, these should be set out. For example, in the provision of ad hoc services purchase orders may have to be submitted by the Contractor for approval followed by the invoice payment will be made. The following example may apply:

- (a) uploading of a blanket purchase agreement to enable payment to the Contractor;
- (b) planned maintenance comprising the Service to be preceded by a quotation from the Contractor;
- (c) approval of the quote by the Service Manager;
- (d) authorisation of the issue of a purchase order;
- (e) execution of the Service following issue of the purchase order;
- (f) purchase orders collated into monthly payment certificates and for payment in terms of the contract.

Insofar as emergency work is concerned, the "normal" procedure may not apply. This should be set out here. See: 2.13 below for further detail.

2.7 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

2.8 Records of Defined Cost to be kept by the *Contractor*

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.9 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10 Training workshops and technology transfer

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

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

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.

2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*. Consider deleting this if it is not relevant to the contract.

Refer to clause 23 TSC3.

2.12 Things provided at the end of the *service period* for the *Employer's* use

2.12.1 Equipment

After the end of the service period the Contractor shall deliver to the Employer:

- All material that has been replaced by the contractor may be retained as may be required by the Employer.
- All material, spurs and equipment purchase by the Contractor on behalf of the Employer shall remain properly of the Employer.
- Operations and maintenance manuals for installed equipment & spares, as built drawings, design documents, for construction documents, project plans, models, test results for all test performed, and other documents of technical nature.

2.12.2 Information and other things

None

2.13 Management of work done by Task Order

Refer to Clause X19 of TSC3.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, the *Employer* may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The *Contractor* shall comply with the health and safety requirements contained in **Annexure B** to this Service Information

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure B.

3.3 Quality assurance requirements

The Contractor must execute all maintenance work according to the industry quality norms and standards prevailing from time to time. In this regard, the Contractor will be expected to draft quality plans from time to time that must be presented to the Service Manager. Emphasis must be on improving system reliability and ensuring that scheduled maintenance work is indeed completed to recommended standards.

The Contractor shall, in the performance of the Works and in accordance with good Service Manage and construction practices, use suitable items.

Quality Assurance

(a) Prior to commencing the Works, the Contractor shall:

(1) Plan, establish and maintain a quality system which conforms with the job quality management plan; and

(2) Provide the Employer with evidence of compliance with the job quality management plan by presenting Contractor warrants.

(b) The job quality management plan is only an aid to achieving compliance with this contract and to document compliance.

The Contractor's scope of obligations will include the management of the Works to ensure performance in accordance with the requirements of this contract.

4 Procurement

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

The Contractor must adhere to all airport requirements regarding fire resistance, health and safety and quality when procuring replacements.

ACSA currently requires that no casual labour (i.e. "off street labour") may be employed by the Contractor unless pre-arranged with ACSA.

4.1 People

4.1.1 Minimum requirements of people employed

(a) The Contractor shall:

(1) Ensure that all people working in this contract have all necessary relevant working documentation that is compliant to South African labour act, i.e. South African Identity documents and or Working permits for foreigners.

(2) Provide all things and take all measures necessary to protect people and property and, in particular, comply with all Workplace Health and Safety Legislation and take full responsibility for the adequacy, stability and safety of all Materials and Equipment, and methods of construction, transportation and operation; and

(3) Establish, maintain and comply with emergency safety and security procedures applicable to the Work.

If the Contractor or the employees, Subcontractors or agents of the Contractor damage third party property, the Contractor shall:

(a) Make good the damage; and

(b) Pay any compensation to such third party which the Contractor is required to pay under this contract or pursuant to any Applicable Law.

(c) Subject to clause (b), if the Contractor fails to make good such damage or pay any compensation referred to in clause (b) within the time reasonably required by the Employer by notice in writing (which shall not less than fifteen (15) Business Days), the Employer may, by notice in writing to the Contractor remedy the damage at the sole risk and expense of the Contractor.

(d) If the Contractor fails to comply with obligation under this clause, the Employer may, in addition to any other remedy which the Employer may have, perform that obligation on the Contractor's behalf and any cost incurred by the Employer shall be a debt due and payable by the Contractor.

(e) The Contractor shall comply with employment equity act as issued by the Department of Labour.

4.1.2 BBEE and preferencing scheme

The contractor shall maintain the same BBEE status level or above during the period of the contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Refer to clause 26 TSC3.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Refer to clause 26 of TSC3.

In addition, appointment of sub-contractors must at all times be in line with the PPPFA.

4.2.3 Limitations on subcontracting

Refer to clause 26 TSC3

4.2.4 Attendance on subcontractors

Refer to clause 26 TSC3

4.3 Plant and Materials

4.3.1 Specifications

The Contractor shall supply all plant necessary to ensure the provision of the Services in a manner that is in conformance with workplace Health and Safety Act. The Contractor shall ensure that all plant supplied by it is, and is maintained in, a condition that is in conformance with workplace Health and Safety act.

All Plant and Material shall conform to the SANS.

The contractor shall use Plant and Materials that are fit for purpose as may be specified in the SANS.

Design and specification shall always be discussed and agreed with the Service Manager.

4.3.2 Correction of defects

Defective Material and Equipment or Works

(a) Notwithstanding any previous test or certification, the Employer may, acting reasonably, instruct the Contractor to:

(1) Remove from the Site and replace any Materials and Equipment which are not in accordance with the Employer's requirement;

(2) Remove and re-execute any other work is not in accordance with the Employer's requirements.

(3) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

(b) The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction.

(c) If the Contractor fails to comply with any such instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for work, the Contractor shall pay the Employer all costs arising from this failure.

4.3.3 Contractor's procurement of Plant and Materials

The contractor:

(a) Shall supply:

(1) The Material and Equipment

(2) and anything else necessary for the performance of the Works.

(b) Equipment, spares and Materials: it will be expected that the prospective Contractor maintains an inventory of equipment, spares and materials or have access to those equipment, spares and materials without compromising response times.

4.3.4 Tests and inspections before delivery

The Employer is entitled to see any Materials and Equipment or attend any part of the Works that are to be tested and inspect the result of any Test.

Who conducts Test?

(a) Tests are to be conducted as indicated by the Employer/Service Manager/Employer representative.

- (b) Testing required under this contract shall be carried out by appropriately qualified and skilled persons adequately trained for the tasks allocated to them.
- (c) Tests shall be chosen and testing shall be carried out in the manner that shall cause the least possible damage to the Works.
- (d) Tests specification shall be discussed and agreed with the Service Manager.

4.3.5 Plant & Materials provided “free issue” by the Employer

None

5 Working on the Affected Property

When planning to work on the affected property, the Contractor shall:

- (a) Issue to the Employer a detailed work methodology, the work methodology shall be reviewed by the Employer and agreed in signing.
- (b) At all times comply with the Operational Health, Safety & Environmental act as detailed on Annexure A.
- (c) Notify in writing the Employer of the date and time of proposed work. Upon receiving the date and time of the proposed work the Employer shall within seven (7) days review the proposal and notify the Contractor about final decision.

Protection of the public

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

Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same. Hoarding, barricades and lighting shall comply with industry accepted safety standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works. All specifications in this regard shall be discussed and agreed with the Service Manager.

5.1 Employer’s site entry and security control, permits, and site regulations

Contractor should provide to his employees all necessary training, i.e. Airside Induction and AVOP required to obtain airside permits.

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

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

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.

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply at CTIA. It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors. The Service Manager shall have access to these records at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

Contractor shall comply to all requirements stated in Annexure A

5.4 Environmental controls, fauna & flora

The Contractor shall comply with the environmental criteria and constraints stated in Annexure B.

5.5 Cooperating with and obtaining acceptance of Others

The Contractor shall co-operate with others in obtaining and providing information which they may require in connection with the service. He shall co-operate with others and shares the Affected Property with them as stated in the Service Information.

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;
- Re-scheduling of work to accommodate other contractors.
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems;
- Checking on other contractors in order to reduce risk;
- Pointing out services to consultants or other contractors;
- Providing access to other contractors;
- Attending co-ordination and planning meetings;
- Removing rubble and/or equipment from site;
- Training of ACSA operators and/or technicians;
- Providing of system data to ACSA or its consultants;
- Recommending improvement on maintenance procedures;
- Co-operating with ACSA Security relating to security initiatives.

Notification of Works needs to be issued to Airport stakeholders whenever there is planned work. The Contractor will inform the Service Manager regarding the Work Plan, The Service Manager shall be responsible for distributing the Notification of Work 7 days prior to commencement of work.

5.6 Records of Contractor's Equipment

Service and Maintenance records of Contractor's vehicles and/or equipment shall be made available on request by Service Manager.

5.7 Equipment provided by the Employer

None

5.8 Site services and facilities

5.8.1 Provided by the Employer

Employer shall if and when required provide a power supply point, domestic waste disposal (no Hazardous waste) which the contractor will be required to pay for the installation and usage. Contractor will be shown nearest ablution facilities and will have to provide own fire protection systems. The contractor shall provide everything else necessary for providing the service.

5.8.2 Provided by the Contractor

Contractor shall if and when required provide own storage containers, provide all equipment required for the work at night and everything else necessary for Providing the Service.

5.9 Control of noise, dust, water and waste

See annexure B

5.10 Hook ups to existing works

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Maintenance and service as per the OEM specification to ensure best functionality of the assets: 400V Switchboards, Power Transformers, Ring Main Units, MV switchgear including sub-components such as breakers, protection relays, instrument transformers, cables, DC battery tripping unit, Power factor correction unit, in order to minimize downtime, and ensure that the equipment performs at optimal levels and functions to specification at the specified areas.

The service provider's responsibilities will require compliance with organizational policy and procedures for the maintenance activities undertaken, and to report any problems with these activities. All defects highlighted and found during the works will be repaired under this contract. The brief scope and frequencies are as below:

Yearly maintenance tasks for electrical panels – 11 kV switchgear:

It shall be noted that after every Electrical Fault Incident, the equipment needs to be tested for integrity. Board Housing Panel:

- Check integrity of panel structure
- Clean panel
- Cabling and Termination Accessories:
- Visual inspection
- Continuity Test
- Speed Test
- Contact Resistance Test before it is re-commissioned.

Current and Voltage Transformers:

- Visual inspection
- Check alignment of (VT's)
- Check VT fuses.
- Test CT knee point voltage.
- Test for the CT saturation curve.
- Metering equipment:
- Calibration and testing protection equipment: (Relays, Transducers, Communication Devices etc.)

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- Calibration and Testing
 - Ensure that the protection settings are according to design.
 - Ensure Earth fault indicator and CTs are fully operational.
- Indication lighting:

Protection equipment: (Relays, Transducers, Communication Devices etc.)

- Calibration and testing of relays.
- Primary and secondary injection testing
- Earth fault trip tests
- Overcurrent fault trip test
- Record protection settings
- Relay functionality tests

Battery Tripping Unit:

- Clean tripping batteries and terminals
- Replace batteries with maintenance free batteries. Ensure installation date is clearly labelled on battery and next replacement date is highlighted.
- Top up cells with distilled water
- Check battery charger for loose connections and tighten if required.
- Check if the charger is operational.
- Ensure Trickle/Float charge is operational.
- Ensure Quick/Boost charge is operational.
- Ensure Normal charge is operational.
- Check for any battery alarms and clear them.
- Measure and record battery voltage.
- Check Amp/Volt meters for proper operation.
- Test for functionality.

Refer D060 006M Maintenance of electricity backup systems.

MV Cables and Termination accessories maintenance:

- Check for proper earthing and earth connections.
- Ensure proper support and clamping for vertical portions of laid cables.
- Ensure terminations have no excessive tension.
- Clean box and terminations of dust and moisture
- Ensure no arcing or tracking occurred.
- Cable joints and terminations to be done on adhoc basis.
- Cable fault's location will be done on adhoc basis.
- Cable pressure testing will be done on adhoc basis

Two (2) Yearly maintenance tasks for electrical panels – 11 kV Switchgear:

- Cleaning and torquing of Bus-Bar Conductors
- Cleaning
- Check for alignment, re-grease.
- Check for tolerances and vibration.

Yearly maintenance tasks for mini substations (MSB)

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- Labelling:
- Check if general signage is still attached to LV Door
- Check mini substation labelling, if the name stencilled on the outside of the mini sub, as well as the inner side of the LV door, is done according to the labelling standard.
- Check the incoming MV labelling if it is according to labelling standard.
- Check the outgoing MV labelling if it is according to labelling standard.
- Check LV cable labelling.
- Are warning notices on MV side visible and acceptable.
- Are warning notices on LV side visible and acceptable.
- Check that colour coding was attached to left hand side of inner cubicle in MV side.

- Mechanical (Minisub)
- Check the condition of MV compartment doors.
- Check the condition of LV doors.
- Check condition of pad locks and if they are available on the MV door side.
- Check condition of padlocks and if they are available on the LV door side.
- Are all locking devices still in good condition?
- Are safety devices fitted to MV & LV doors?
- Check the condition of the cooling fins.
- Check for grass and vermin proofing still in good condition.
- Check for any visible holes that can lead to unauthorised access and blanked off with a plain rivet or device suitable to overcome the problem.
- Check if roof bolts are still in tack and no open gaps visible.
- Check for operating handles available on site.

- Oil (Minisub)
- Check oil leaks on the MV bushings.
- Check oil leaks on the LV bushings.
- Check oil leaks on the Switchgear.
- Check oil level on the transformer.
- Check the condition of oil level indicator.
- Check the condition of the oil breather.
- Check the condition of the silica gel and replace where necessary.
- Check the condition of oil level on the Switchgear.
- Check for gas pressure (where applicable)
- Breakers/Fuses (Minisub)
- Check if all safety barriers are still in position and no live connections exposed.
- Check for hot connections with infra-red scanning.
- Check (Visual Inspection) for loose connections on the LV breakers.
- Check MV safety barrier fitted.
- Check (Visual Inspection) the neutral for any loose connections.
- Check if phase barrier boards are fitted between phases.
- Check if safety sign is installed on safety barrier.
- Check and/or Test for fuses if in good condition.
- Check overall condition of mini sub inside and outside.
- Check if tap-changer is locked.
- Check for grass and weeds on outer side of Mini substation that needs to be removed.
- Check for back-filling if it needs attention.
- Check for interface seal if intact.
- Check for corona discharge.
- Operation of tap changers

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- Painting of corroded Mini Substation boxes
- Repairing of oil leaks
- Correct operation of circuit breakers
- Replacement of fuses where applicable
- Repairing of corroded or broken mini substation enclosures
- Fitting and cleaning of Perspex covers, covering live busbars.
- Check for hot connection on LV side.
- Check LV breakers if mounted properly.
- Check/test for loose connections on the LV breakers.
- Check the neutral for any loose connections.
- Check or test fuses if they are in a good condition After the Annual Service, a Service Report per Mini-Substation shall be submitted to the organisation.
- Check transformer earthing to be intact.
- Check earthing on MV cables.
- Check earthing on all LV cables.
- Check earthing on the mini substation housing to be intact.
- Check status and condition of earth fault indicator (where applicable)
- Test the neutral for any loose connections.
- Conduct oil sampling and send to SANAS approved laboratory for analysis.

Circuit Breakers:

- 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.
- Test the functional performance of the SF6/vacuum circuit breaker (If installed)
- Clean the switch of the SF6/vacuum circuit breaker (If installed)
- Lightly lubricate the operating mechanism of the SF6/vacuum circuit breaker (If installed)
- Conduct Ductor test on contacts.

Yearly Maintenance Tasks for Ring Main Unit (RMU)

Labelling:

- Check if general Signage is still attached.
- Check RMU labelling, if the name stencilled on the outside and inside and that it is done according to the correct labelling standard.
- Check the incoming MV labelling if it is according to correct.
- Check the outgoing MV labelling if it is according to correct labelling standard.
- Check LV labelling.
- Are warning notices on MV side visible and acceptable.
- Are warning notices are visible and acceptable.
- Check that colour coding on the inner cubicle in MV side.

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Mechanical:

- Check the condition of MV compartment doors.
- Check the condition of LV doors.
- Check if locks are available on the MV door side.
- Check if locks are available on the LV door side.
- Are all locking devices still in good condition?
- Are safety devices fitted to MV & LV doors?
- Check for grass and vermin proofing still in good condition.
- Check for any visible holes that can lead to unauthorized access and blanked off with a plain rivet or device suitable to overcome the problem.
- Check if roof bolts are still intact and no visible open gaps.
- Check for operating handles available on site.

Oil/Gas:

- Check oil leaks.
- Check the condition of oil level on the Switchgear (where applicable)
- Check for SF6 gas pressure (where applicable)
- Breakers / Fuses
- Check if all safety barriers are still in position and no live connections exposed.
- Check for hot connections on MV side.
- Check (Visual Inspection) for loose connections on the LV breakers.
- Check if MV safety barrier fitted.
- Check (Visual Inspection) the neutral for any loose connections.
- Check if phase barrier boards are fitted between phases.
- Check if safety sign is installed on safety barrier.
- Check and/or test for fuses if in good condition.
- Check overall condition of mini sub inside and outside.
- Check if tap-changer is locked.
- Check for grass and weeds on outer side of mini sub that needs to be removed.
- Check for backfilling if it needs attention.
- Check for interface seal if intact.

Yearly Maintenance Tasks for Electrical Panels – Switchboard LV – 400V (SBD):

- Visual Inspection:
- Inspect panel for missing labels.
- Inspect panel meters for correct operation.
- Inspect protection relays for fault flags.
- Inspect earth wire for corrosion.
- Verify all labels for correct identification.
- Inspect panel for signs of rust or damage.
- Inspect labels for looseness.
- Clean bus bars
- Conduct thermographic inspection of bus bar.
- Test operation of protection circuits
- Ensure that the protection circuit trip settings are correct.
- Inspect (Visually) check breaker frame.
- Inspect Visually) Fixed contacts.
- Visually inspect Arc – chutes
- Visually Inspect Escutcheon

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- Visually Inspect Moving contacts
- Inspect Front cover.
- Interphase barriers
- Inspect visually Insulation blocks.
- Interphase barriers
- Inspect visually Insulation blocks.
- Visually Inspect Escutcheon

Weekly Maintenance Tasks for Electrical – Transformers (TRF): -

By Authorized Personnel Only

Oil Transformer – Minor Maintenance:

- Over-all visual inspection
- Inspection for oil leaks, active silica gel colour and any flags on the protection devices
- Inspection of excessive heat generation (NOTE: Applicable only where there is a thermistor)
- Inspection of tap changer locked (If unlocked do not move the tap changer dial but arrange for a shutdown and ensure the tap is in the right position and lock it) N.B. Never move the Tap Changer while the transformer is on/live.
- Check temperature gauge and record the temperature.

Dry Type Transformer (if applicable): Minor Maintenance:

- Over-all visual inspection
- Inspection of excessive heat generation
- Inspection of tap changer locked (If unlocked do not move the tap changer dial but arrange for a shutdown and ensure the tap is in the right position and lock it) N.B. Never move the Tap Changer while the transformers are on/live.
- Check temperature gauge and record the temperature.

Yearly Maintenance Tasks for Electrical – Transformers (TRF):

By Authorized Personnel Only Oil Transformer – Major Maintenance:

- Check oil levels according to the SANS 555
- Transformer oil tests and analysis; (If PCBs are present remove and replace the oil immediately); and the PCB contaminated oil shall be safely disposed of: SANS 290 provides guidelines for the management of PCB in mineral insulating oils.,
- Functionality test of protection warning and/or trip signal,
- Inspection of high voltage cable insulation,
- Inspection of earthing and its resistance
- When determined in accordance with either IEC 61619, the PCB content of unused mineral insulating oils shall be undetectable – SANS 555
- When tested in accordance with either IEC 61619, the PCB content of reclaimed mineral insulating oils shall not be more than 20 mg/kg – SANS 555 8) Inspection for rust, corrosion, or defective coating; cleaned and painted,
- Ensure that warning signs and safety devices are present and in correct positions.
- Scan the transformer terminations with an infra-red tester to check for abnormal “Hot Spots” and
- Inspect the silica gel and ensure it is compliant.

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Dry Type Transformer (if applicable) – Major Maintenance Activities

- Functionality test of protection warning and/or trip signal,
- Inspection of high voltage cable insulation,
- Inspection of earthing and its resistance
- Inspection for rust, corrosion, or defective coating; cleaned and painted,
- Ensure that warning signs and safety devices are present and in correct positions Scan the transformer with an infra-red tester to check for abnormal “Hot Spots” and repair as required.

Maintenance Tasks for Power Factor Correction Equipment (PFC):

Weekly - Minor Maintenance:

- Inspect for blown fuses and replace the blown fuse immediately with identical or equivalent parts 2) Check the cooling fans for proper operation.
- Inspect contactors for proper operation.
- Inspect capacitors and connection.

Yearly - Maintenance:

- Inspect panel for missing labels.
- Inspect panel meters for correct operation.
- Inspect power factor correction (PFC) controller.
- Inspect earth wire for corrosion.
- Clean the dust filters and clean dust off the equipment in the unit.
- Test and compare the PFC Unit for any “drift” and calibrate as required.
- Test and compare the kVar Output to designed specification kVar Output
- Check Amp / Volt meters for proper operation.
- Verify all labels for correct identification.
- Inspect panel for signs of rust or damage.
- Inspect labels for looseness.
- Clean bus bars
- Conduct thermographic inspection of bus bar.
- Test operation of protection circuits
- Ensure that the protection circuit trip settings are correct.

Maintenance Tasks for Circuit Breakers (VCB and SF6 Gas)

Monthly Maintenance activities – SF6 Circuit Breakers

- Ensure that all the circuit breaker signage is intact.
- Emergency exit is clear.
- Lowering of switchgear is locked.
- Visually ensure that the circuit breaker is on remote.
- Ensure that where there are two (2) in feeds and possibility of parallel transformers, the access to trip is locked.
- Inspect and record the breaker status.
- Record voltage average.
- Record current average.

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- Record power factor average.
- Visually Inspect all panel lights.
- Visually inspect operation of the voltmeters (analog).
- Visually inspect operation of amp meters (analog).
- Visually inspect operation of MiCOM relay.
- Visually Inspect gas pressure level.
- Visually inspect arc protection settings.

Yearly Maintenance activities – SF6 Circuit Breakers

- Trip test
- Ensure that the auto trip, close and trip illuminations are working.
- Gas pressure checks and refill.
- Cable box checks and repairs.
- Auxiliary box check and repairs.
- General cleaning with approved equipment.
- Earthing checks and repairs.
- Ensure safety.

Three (3) Yearly Maintenance activities – SF6 Circuit Breakers

- Trip test
- Ensure that the auto trip, close and trip illuminations are working.
- Gas pressure checks and refill
- Cable box checks and repairs
- Auxiliary box check and repairs
- General cleaning with approved equipment
- Earthing checks and repairs
- Ensure safety.
- Inspect and service selectors to allow breakers to be operated remotely with the umbilical cord.
- Inspect and service / repair battery Business Units from where the DC supply is fed from to ensure sufficient voltage required to the protection and selector items on the protection panels.
- Inspect and service protection relays and remote controls.

Six (6) Yearly Maintenance activities – SF6 Circuit Breakers

- Trip test
- Ensure that the auto trip, close and trip illuminations are working.
- Gas pressure checks and refill
- Cable box checks and repairs
- Auxiliary box check and repairs
- General cleaning with approved equipment
- Earthing checks and repairs
- Ensure safety.
- Inspect and service selectors to allow breakers to be operated remotely with the umbilical cord.
- Inspect and service / repair battery Business Units from where the DC supply is fed from to ensure sufficient voltage required to the protection and selector items on the protection panels.
- Inspect and service protection relays and remote controls.
- Conduct busbar maintenance.
- Breaker chamber maintenance
- CT Chamber maintenance

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- Ductor test on busbars

Monthly Maintenance activities – Vacuum Circuit Breakers (VCB)

- Ensure that all the circuit breaker signage is intact.
- Emergency exit is clear.
- Lowering of switchgear is locked.
- Visually ensure that the circuit breaker is on remote.
- Ensure that where there are two in feeds and possibility of parallel transformers, the access to trip is locked.
- Inspect and record the breaker status.
- Record voltage average.
- Visually inspect operation of MiCOM relay
- Visually inspect gas pressure level
- Record current average.
- Record power factor average.
- Visually inspect arc protection settings

Yearly Maintenance activities – Vacuum Circuit Breakers (VCB)

- Trip test
- Ensure that the auto trip, close and trip illuminations are working.
- Vacuum interrupters check.
- Primary contact resistance check
- Inspect and service closing solenoid.
- Trip solenoid, check adjust and lubricate.
- Interlocks check, lubricate.
- Service and maintain Electrical mechanism.

Three (3) Yearly Maintenance activities – Vacuum Circuit Breakers (VCB)

- Trip test
- Ensure that the auto trip, close and trip illuminations are working.
- Vacuum interrupters check.
- Primary contact resistance check
- Inspect and service closing solenoid.
- Trip solenoid, check adjust and lubricate.
- Interlocks check, lubricate.
- Service and maintain Electrical mechanism.
- Inspect and service selectors to allow breakers to be operated remotely with the umbilical cord 9) Inspect and service / repair battery tripping units from where the DC supply is fed from to ensure sufficient voltage required to the protection and selector items on the protection panels.
- Inspect and service protection relays and remote controls.

Six (6) Yearly Maintenance activities – Vacuum Circuit Breakers (VCB)

Trip test

- Ensure that the auto trip, close and trip illuminations are working.
- Vacuum interrupters check.
- Primary contact resistance check
- Inspect and service closing solenoid.
- Trip solenoid, check adjust and lubricate.
- Interlocks check, lubricate.
- Service and maintain Electrical mechanism.

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- Inspect and service selectors to allow breakers to be operated remotely with the umbilical cord.
- Inspect and service/repair battery tripping units from where the DC supply is fed from to ensure sufficient voltage required to the protection and selector items on the protection panels.
- Inspect and service protection relays and remote controls.
- Conduct busbar maintenance.
- Breaker chamber maintenance
- CT Chamber maintenance
- Ductor test on busbars

Supply of spares

- The contractor will be required to purchase spares from time to time which will be stored on-site.
- Contractor will apply a mark-up where the supplied spares was purchased from third party.

Minor CAPEX Projects includes the following but not limited to:

- Circuit breakers upgrade
- Power factor correction unit replacement
- Battery tripping unit
- MV Cable replacement
- Protection relays upgrade and load flow studies

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5.11.2 Materials facilities and samples for tests and inspections

Responsibilities for Materials facilities, test methods, and required inspection will be discussed and agreed between the Contractor and Employer.
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6 List of drawings

6.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title

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Annex C:

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

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

i (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:

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(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.

Insurance Affected by the Contractor.

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

(a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactments in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

(d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.

(i) The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be affected with Insurers and on terms approved by the Employer.

(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)

(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

(ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

Sub-Contractors

The Contractor shall:

(a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and

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(b) enforce the compliance by Sub-Contractors with this clause where applicable.”

1. Annex 1: Equipment ScheduleList of Substations

11KV Substations		
Item No.	Name of Substation	Location
1	Power & Lighting Substation	Power & Lighting – Fox 3
2	Alpha Substation	Terminal - delivery goods area
3	2 Alpha Substation	Next to FedEx
4	North Substation	Terminal North
5	South Substation	Terminal South
6	Terminal 1 Substation	Next to VIP Protocol
7	Terminal 5 Substation	North of SOB
8	Basement Substation	Basement – next to international arrivals
9	SOB Substation	South side of SOB
10	Parkade 1 Substation	Landside - Parkade 1
11	Parkade 2 Substation	Landside - Parkade 2
12	Air franc Substation	Airfield close to RWY 19
13	Substation 19	Airfield
14	Substation 01	Airfield close RWY 01
15	S Band Substation	Airfield/ airside mid of RWY 01/29
16	Vortac Substation	Airfield/ airside mid of RWY 01/29
17	Clover Substation	Remote site Landside - Clover
18	Oval Park Substation	Landside – Next to CTX
19	Swartklip Substation	Swartklip
20	SA Cargo Substation	Cargo area

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2. List of Transformers at Substations

Location	Asset Name Description	Size (Voltage)	Size [kVA]	Cooling	Current Loading [kVA]	Manufacture	Manufact. Year
Basement	Sub/T2 Trfr1	11000/415V	1 600	Oil	83.98A	DPM/PTT//NEI	1999
Basement	Sub/T2 Trfr2	11000/415V	1 600	Oil	83.98A	DPM/PTT//NEI	1999
Basement	Sub/T2 Gen Trfr	3300/400V	315	Oil	55.1A	Associated Trfs	2006
North Sub	Trfr HVAC N1	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
North Sub	Trfr HVAC N2	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
North Sub	Trfr HVAC N3	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
North Sub	Trfr N3	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
North Sub	Trfr N2	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
North Sub	Trfr N1	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
Outside Airfranc	Outside Air Frank Substation x 1	11000/400V	315	Oil			2012
Oval	Oval Sub Trfr 1	11000/420V	1 250	Oil	62.8A	DPM/PTT//NEI	1999
Parkade 1	Parkade 1 Sub Trfr 1	11500/400V	800	Oil	40.2A	DPM/PTT//NEI	2008
Parkade 2	Parkade 2 Sub Trfr 1	11500/400V	630	Oil	31.63A	Associated Trfs	2005
Parkade 2	Parkade 2 Sub Shell	12220/420V	500	Oil	A	DPM/PTT//NEI	2005
Power & Lighting	Power & Lighting Sub Trfr 2 S/Up	400/11000V	1 000	Oil	52.5A	Electro inductive	1978
Power & Lighting	Power & Lighting Sub Trfr 1 S/Down	11000/400V	1 000	Oil	52.5A	Electro inductive	2005
Power & Lighting	Power & Lighting Sub Trfr 2 S/Down	11000/400V	1 000	Oil	52.5A	Electro inductive	2005
Power & Lighting	Power & Lighting Sub Trfr 1 S/Up	400/11000V	1 000	Oil	52.5A	Electro inductive	2016
S band	S band Sub Trfr 2	11500/400V	315	Oil	16.5A	DPM/PTT//NEI	1981
S band	S band Sub Trfr 1	11500/400V	315	Oil	16.5A	DPM/PTT//NEI	1982
SOB	SOB Sub Trf1	11500/420V	800	Oil	40.2A	DPM/PTT//NEI	2000
South	South Sub Trfr 1	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
South	South Sub Trfr 2	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
South	South Sub Trfr 3	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
South	South Sub Trfr 4	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
South	South Sub Trfr 5	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
South	South Sub Trfr 6	11000/415V	1 250	Oil	65.5A	DPM/PTT//NEI	2007
Sub 01	Sub 01 Trfr 1 Inside	11000/420V	500	Oil	26.2A	DPM/PTT//NEI	2004
Sub 01	Sub 01 Trfr 2 Inside	11000/420V	500	Oil	26.2A	DPM/PTT//NEI	2004
Sub 19	Sub 19 Trfr 2 Inside		500	Oil	26.2A	DPM/PTT//NEI	2004
Sub 19	Sub 19 Trfr 2 Radar	3300/400V	200	Oil	35A	DPM/PTT//NEI	2004
Sub 19	Sub 19 Trfr 1 Inside	11000/400V		Oil	26.2A	DPM/PTT//NEI	2004
Sub 19	Sub 19 Trfr 1 Radar	3300/400V	200	Oil	35A	DPM/PTT//NEI	2004
Sub 19	Sub 19 Trfr 1 Airfranc	11000/400V	315	Oil	16.5A	DPM/PTT//NEI	2012
Tacan	Tacan Sub Trfr 1	11000/400V	100	Oil	16.5A	DPM/PTT//NEI	2004

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Terminal 1	Terminal 1 Sub Trfr 1	11275/400V	1 600	Oil	81.93A	DPM/PTT//NEI	1999
Terminal 1	Terminal 1 Sub Trfr 2	11275/400V	1 600	Oil	81.93A	DPM/PTT//NEI	1999
Terminal 1	Terminal 1 Sub Gen Trfr	3300/400V	315	Oil	55.1A	Associated Trfs	2006
Terminal 5	Terminal 5 Sub Trfr 1	11000/400V	1 000	Oil	52.5A	DPM/PTT//NEI	2016
Terminal 5	Terminal 5 Sub Trfr 2	11000/400V	1 000	Oil	52.5A	DPM/PTT//NEI	2016
Swartklip Sub							
Swartklip Sub							
SA Cargo	Cargo area close to North	11000/400V	750	Oil	37,2	South Wales	1973
SA Cargo	Cargo area close to North	11000/400V	750	Oil	37,2	South Wales	1973
Total Quantity = 44							

3. List of MV Circuit Breakers (VCB & SF6 Gas)

Substation	Quantity	Make	Model	Rating	Imax	Manufactured Year
Supply	8					
North	3	ABB	Safeplus	52.5kA	630	2008
Oval Sub	3	ABB	Safering	21kA	630A	2006
Parkade1	3	ABB	Safering	21kA	630A	2006
Parkade2	3	ABB	Safering	21kA	630A	2006
Pick n Pay / Clover	5	ABB	Safeplus	25kA	1250A	
Power & Lighting	11	Alstom	AGVB/800/20-S	20kA	800A	1999
Power & Lighting	2	Alstom	SBV4-800-20-S1	20kA	800A	2006
S/BAND	4	Alstom	AGVB/800/20-S	20kA	800	2006
SOB Sub	3	MerlinGerin		40kA	630A	
South	1	ABB	Safeplus	52.5kA	630A	2008
Sub 01	4	Alstom	AGVB/800/20-S	20kA	800A	2006
Sub 19	7	Alstom	AGVB/800/20-S	20kA	800A	2006
Sub 2A	8	ABB	Unigear	25kA	1250A	2007
Sub Alpha	17	ABB	Unigear	80kA	1250A	2006
TACAN	3	Alstom	AGVB/800/20-S	20kA	800	2006
Terminal 1	4	ABB	Safering	21kA	630A	2006
Terminal 2 Basement	4	ABB	Safering	21kA	630A	2006
Terminal 5	4	ABB	Safering	21kA	630A	2006
IT Data Centre 3-way RMU	1					
Outdoor 3-way RMU Suffering	28	ABB	Safering	21kA	630A	2006
Total Quantity = 126						

4. List of 400V Panels and Circuit breakers = 99

Power and lighting 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	Imax
Generator Control	Deep Sea Electronics	DSE8610			
Step Up Transformers 1 & 2	Schneider Electric master pact	NT16 H1	S-14169/S-14171	42kA	1600
UPS Incomer Panel 2	Schneider Electric master pact	NT16 H1	S-14170	42kA	1600
UPS Incomer Panel 1	Schneider Electric master pact	NT16 H1	S-14165	42kA	1600

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Transformer 1 Incomer	Schneider Electric master pact	NT16 H1	S-13370	42kA	1600
Bus Section 1	Schneider Electric master pact	NT16 H1	S-14160	42kA	1600
UPS Feeders 2	Schneider Electric master pact	NT16 H1	S-14167/S-14166	42kA	1600
UPS Feeders 1	Schneider Electric master pact	NT16 H1	S-14159/S-14186	42kA	1600
AGL Feeder 1	Schneider Electric master pact	NT16 H1		42kA	1600
Generator 1 Incomer	Schneider Electric master pact	NT16 H1	S-14161	42kA	1000
Generator 2 & 3 Incomer	Schneider Electric master pact	NT16 H1	S-14162/S-14163	42kA	1000
Bus Section 2	Schneider Electric master pact	NT16 H1	S-14164	42kA	1600
Transformer 2 Incomer	Schneider Electric master pact	NT16 H1	S-14158	42kA	1600
Power Factor Correction	Vishay ESTAmat	PFC 6			

North Sub 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	Imax
Power Factor 1					
Retail Concourse	Merlin Gerin				
Baggage Sortation	Merlin Gerin				
Transformer 1 incomer	Merlin Gerin	NW20H1	S-11072	65kA	2000
Bus Coupler 1	Merlin Gerin	NW20HA	S-11073	50kA	2000
Transformer 2 incomer	Merlin Gerin	NW20H1	S-11074	65kA	2000
Bus Coupler 2	Merlin Gerin	NW20HA	S-11075	50KA	2000
Transformer 3 incomer	Merlin Gerin	NW20H1	S-11076	65kA	2000
Gen 1 Changeover	Merlin Gerin	NW20H1	S-11077	65kA	2000
Gen Extension					
North Sub Local DB	Merlin Gerin				
Airline lounge					
Baggage Area					
Power Factor 2					
Transformer HVAC 1	Merlin Gerin	NW20H1	S-11079	65kA	2000
Gen 2 Changeover	Merlin Gerin	NW20H1	S-11080	65kA	2000
Gen 2 extension					
Gen 2 Baggage					
Gen 2 HVAC north	Merlin Gerin	NW20H1	S-11082	65kA	2000
Transformer HVAC MDB					
AC DB 1.3					
MDP North Sub HVAC	Merlin Gerin	NW20H1	S-11083	65kA	2000
Gen 3 Changeover	Merlin Gerin	NW20H1	S-11084	65kA	2000
Gen 3 Extension					
Gen 3 HVAC ESS					

South Sub 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	Imax

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Power Factor 1					
Baggage Sortation	Merlin Gerin				
Woolworths	Merlin Gerin				
Domestic Arrivals Lounge	Merlin Gerin				
Transformer S1	Merlin Gerin	NW20H1	S-11086	65kA	2000
Bus Coupler 1	Merlin Gerin	NW20HA	S-11087	50kA	2000
Transformer 2 incomer	Merlin Gerin	NW20H1	S-11088	65kA	2000
Bus Coupler 2	Merlin Gerin	NW20HA	S-11089	50Ka	2000
Transformer 3 incomer	Merlin Gerin	NW20H1	S-11091	65kA	2000
Gen 3 Changeover	Merlin Gerin	NW20H1	S-11093	65kA	2000
Gen Extension					
Spare					
Gen 3 Domestic Departures					
Baggage Sortation	Merlin Gerin				
Power Factor 2					
Transformer HVAC S3	Merlin Gerin	NW20H1	S-11095	65kA	2000
HVAC 3 Extension					

Terminal 1 Sub 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	I _{max}
Feeder Panel					
Power Factor Correction 1	Vishay	PFC 12			
Incomer 1	ABB	SACE E3	S-11463	65kA	2500
Bus coupler	ABB	SACE E3	S-11464	65kA	2500
Incomer 2	ABB	SACE E3	S-11465	65kA	2500
Power Factor Correction 2	Vishay	PFC 12			

Terminal 2 / Basement Sub 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	I _{max}
Feeder Panel					
Power Factor Correction 1	Vishay	ESTAmat			
Incomer 2	ABB	SACE E3	S-11460	65kA	2500A
Bus coupler	ABB	SACE E3	S-11461	65kA	2500A
Incomer 1	ABB	SACE E3	S-11462	65kA	2500A
Power Factor Correction 2	Vishay	ESTAmat			
Feeder Panel - International A/C					
Gen Change over panel	Cutler Hammer	CD/MDL	1483D43603		

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Terminal 5 Sub 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	Imax
Power Factor Correction 2	Vishay	ESTAmat PFC 12			
Power Factor Correction 1	Vishay	ESTAmat PFC 13			
Transformer 2 Incomer	Merlin Gerin Master pact	NT16H1	S-11455	42kA	1600A
Bus coupler	Merlin Gerin Master pact	NT16H1	S-11454	42kA	1600A
Transformer 1 Incomer	Merlin Gerin Master pact	NT16H1	S-11456	42kA	1600A
Feeder Panel 1		NT16H1	S-11458	42kA	1600A
Feeder Panel 2		NT16H1	S-11459	42kA	1600A
Feeder Panel 3		NT16H1	S-11460	42kA	1600A
Gen Change over panel	Merlin Gerin Compact	NS630N		85kA	630A

Parkade 1 Sub 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	Imax
Oval Feeder Panel + Main Breaker					
Power Factor Correction	Lovato	DCRK5			
Gen Change over	Merlin Gerin Compact	NS800N	S-11060	25kA	800A

Parkade 2 Sub 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	Imax
Power Factor Correction 2	Vishay	ESTAmat PFC 12			
Transformer Incomer	Merlin Gerin Master pact	NW12H1	S-11063	65kA	1250A
Gen Change over panel	Merlin Gerin Compact	NS400N		85kA	400A

SOB Sub 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	Imax
Main Breaker, Power Factor Correction, Feeder Panel	Vishay	ESTAmat			

Oval Sub 400V Circuit Breakers					
description	make	model	serial no	rating	Imax
Oval Feeder Panel + Main Breaker	CBI	SACE E2B		40kA	2000A
Power Factor Correction	Vishay	ESTAmat			

Sub 01 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	Imax
Main Breaker, Power Factor Correction, Feeder Panel, Gen Chage Over	Merlin Gerin	NT12H1	S-11602, S-11603	42kA	1250A

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Sub 19 400V Circuit Breakers					
Description	Make	Model	Serial no	Rating	I _{max}
Main Breaker, Power Factor Correction, Feeder Panel, Gen Chage Over	Merlin Gerin	NT12H1	S-11601, S-11604	42kA	1250A
	SHELL Generator 400V CB				
Change Over Switch	Merlin Gerin	C801 NI			800A
Change Over Switch	Merlin Gerin	C801 NI			800A

5. List of Mini Subs transformers

Location	make	serial no	Cooling type	Manufac. Year	KVA Rating	I _{max}	Vector & Imp Volts %
Avis	Power Engineer	20522501/04	O.N.A. N	2003	500	667	Dyn 11 4.38
BP	Desta	MS-052/32	O.N.A. N	2000	500	721,7	Dyn 11 4.93
Bravo 1	NEI Transformers	20308903/01	O.N.A. N	1999	200	289	Dyn 11 4.13
Bravo 2	Power Engineer	30530601/01	O.N.A. N	2004	500	687	Dyn 11 4.58
Bravo 3	Power Engineer	30530601/02	O.N.A. N	2004	500	687	Dyn 11 4.49
Bravo 4	Power Engineer	30547401/02	O.N.A. N	2004	500	687	Dyn 11 4.39
Cape Business Aviation	Power Transformer	JMS437	O.N.A. N	2008	315	454,1	Dyn 11 4
Car Park	Power Transformer	JMS292	O.N.A. N	2004	315	433	Dyn 11 4.2
Court	Alstom	60171/01/002	O.N.A. N	06/2006	500	696	Dyn 11 4.89
CTX 1	DPM	30642101/01	O.N.A. N	2007	630	866	Dyn 11 4.86
CTX 2	DPM	30643801/01	O.N.A. N	2007	500	687	Dyn 11 4.32
Falcon Air	Not safe to read name plate						
First Car	Electro Inductive Industries	MS3251N	O.N.A. N	2007	1000	1391	Dyn 11 4.93
Gate Gourmet	Power Transformer	JMS139	O.N.A. N	1997	500	721	Dyn 11 4.21
Industrial	Power Engineer	TM3370	O.N.A. N	06/1996	500	687	Dyn 11 4.5
LGM	No Minisub						
Mass Mart	No Minisub						
Micor / FedEx	Power Engineer		O.N.A. N	2004	500	687	Dyn 11 3.27
New Cargo	Desta	MS-C71/12	O.N.A. N	1999	634	909,3	Dyn 11 4.69
Cargo 2	Electro Inductive Industries	DS2825N/02	O.N.A. N	11/2005	1000	1443	Dyn 11 4.5
New Radar	DPM	20583601/01	O.N.A. N	2005	200	275	Dyn 11 3.88
Precinct 5	ATM	ATM3206	O.N.A. N	2009	630	876,4	Dyn 11 4.55
Rennie's	Power Engineer	20505401/01/001	O.N.A. N	2003	1000	1375	Dyn 11 5.55
Rohlig	Power Transformer	JMS128	O.N.A. N	1997	500	721	Dyn 11 4.3
Safair	Power Engineer	30534401/01	O.N.A. N	2004	500	687	Dyn 11 4.51
Shell	Alstom	80171/01/003	O.N.A. N	06/2006	500	696	Dyn 11 4.81
Squadron	No Minisub		O.N.A. N				Dyn 11 4.10
SSS	Alstom	88991/01/001	O.N.A. N	03/2003	315	433	Dyn 11 4.39
Thunder City							
Total = 27							

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