Request for Proposals for the Provision of Photometric Testing Equipment at these Regional Airports: Bram Fischer International, East London Airport, George Airport, Upington International Airport, Kimberley Airport and Port Elizabeth International Airport

Tender Number: REG6186/2019/RFP

Issue Date: 15 November 2019

Closing Date: 13 December 2019

Briefing Session Date & Time: 29 November 2019 and 02 December 2019

Site Inspection: N/A
SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 Tender documents

The tender documents will be available from 15 November 2019. Electronic copies of the tender documents will be available for download on the National Treasury eTender Portal as well as ACSA tender bulletin during the same period. No bid documents will be available at the briefing session.

Tender documents may be downloaded from the National Treasury eTender Portal as well as the ACSA tender bulletin as follows:

http://www.etenders.gov.za/

1.2 Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder’s return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder’s stamp as proof that the bidder has read the tender documents. Bid documents must be submitted on or before 13 December 2019 12h00pm on Friday using the following method.

a) **Hand delivery:**

The closing time for receipt of tenders is 12h00pm (South African Time). Tenders must be placed inside the tender box A, which will be on the 3rd floor ACSA North Wing Offices, OR Tambo International Airport.
No telephonic, faxed or e-mailed tenders will 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.

Proposals must be in duplicate (an original printed copy and a printed copy of the original). The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence.

1.3 Late Bids

Bids which are submitted after the closing date and time will not be accepted.

1.4 Clarification and Communication

Name: Sekwati Nkwana
Designation: Senior Buyer
Email: Sekwati.Nkwana@airports.co.za

Request for clarity or information on the tender may only be requested until 09 December 2019. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal invitation. Bidders may not contact any ACSA employee on this tender other than those listed above. Contact will only be allowed
between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

1.5 Compulsory Briefing Sessions

Two compulsory briefing sessions with representatives of the Employer will take place on the 29th of November 2019 at 11:00am at the Outeniqua Boardroom at the George Airport.

And on the 2nd of December 2019 at 11:00am at the ECC Boardroom at the Bram Fischer International Airport.

There will also be briefing sessions held for the above-mentioned dates and times at the ACSA Corporate Office at the Marshalling Boardroom.

1.6 Bid Responses

Bid responses must be strictly prepared and returned in accordance with this tender document. Bidders may be disqualified where they have not materially complied with any of ACSA’s requirements in terms of this tender document. Changes to the bidder’s submission will not be allowed after the closing date of the tender. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidder/joint venture/consortium participating in this bid.

1.7 Disclaimers

a) It must be noted that ACSA may:

b) Award the whole or a part of this tender;

c) Split the award of this tender;

d) Negotiate with all or some of the shortlisted bidders;

e) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow; and/or
f) Cancel this tender.

1.8 Validity Period

ACSA requires a validity period of one hundred and twenty (120) business/working days for this tender. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

1.9 Confidentiality of Information

ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval form the bidder whose information is sought. Furthermore, ACSA will not disclose the names of bidders until the tender process has been finalised. Bidders may not disclose any information given to the bidders as part of this tender process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.
1.10 Hot – Line

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

Airports Company South Africa TIP-OFFS ANONYMOUS
Free Call: 0800 00 80 80
Free Fax: 0800 00 77 88
Email: acsa@tip-offs.com
SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK

2.1 Background

Regional airport has 6 airports with 2 being CAT II and 4 being CAT I as per aerodrome operating licenses. The airfield ground lighting of all runways and taxiways at these airports do not comply with ICAO Annex 14 section 10.5. It states that “A light shall be deemed to be unserviceable when the main beam average intensity is less than 50% of the value specified in the appropriate figure in Appendix 2. For light units where the designed main beam average intensity is above the value shown in Appendix 2, the 50 per cent value shall be related to that design value”.

The output performance of these lights is unknown because the airports do not have a testing machine, as a result some lights are still in service with lighting output of less than 50%. This type of operations is in contravention with Annex 14, ACSA D060 001M Maintenance procedure and SACAA CAT139 regulations.
2.2 Scope of Work

Supply deliver commission and provision of onsite training of a Photometric Testing Equipment capable producing photometric results for the following lighting systems:

- **Runway Related lighting**
  - Insert and elevated threshold
  - Centre line
  - Touch Down Zone
  - Insert and elevated wing bar
  - Insert and elevated edge
  - Insert and elevated approach
  - Precision Approach Path Indicators

- **Taxiway Related Lighting**
  - Stop bars and Runway guard lights
  - Centre line
  - Edge lights
  - Rapid exit taxiway indicator lighting
  - Rapid exit taxiway lights

- **Airfield Guidance Signs**
  - Guidance signages
  - Mandatory signages
  - Information signs
  - Runway distance signs

The objective is to maintain the serviceability of Airfield Ground Lighting through the provision of Photometric Testing Equipment at Port Elizabeth International, East London, George, Bram Fischer International, Upington International and Kimberley Airports in a sustainable manner while ensuring compliance to SACAA CATS139, ICAO DOC 9137 AN/898 Part9 Aerodrome maintenance manual, CAR 139.2.22(2) and CAT2 ICAO Annex 14 Volume 1 Edition 7 as amended.

A photometric measurement solution shall encompass all the necessary equipment that supports both preventive and corrective maintenance of different types of airfield ground lighting. It should be designed for in-field measurement and be able to measure the light output and characteristics with a high degree of accuracy, check and confirm compliance with the prescribed guidelines.

The ICAO guidelines specify light intensity to be maintained, and also describe how preventive maintenance must be conducted. Furthermore, the ICAO Airport Services Manual – Part 9 recommends that lights not compliant as specified by ICAO must be returned for repair and compared with the output of a new light before such fittings are reinstalled on the airfield.
SECTION 4: PREFERENCE POINTS AND PRICE

4.1 Preference Points Claims

In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:

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

The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

4.2 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.2.1 Price</td>
</tr>
<tr>
<td>B-BBEE Status Level of Contribution</td>
</tr>
</tbody>
</table>

Total Points for Price and B-BBEE must not Exceed 100

4.2.2 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA), an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises or an Auditor/Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be
interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

4.3 Definitions

4.3.1 “All Applicable Taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

4.3.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

4.3.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

4.3.4 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

4.3.5 “Comparative Price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

4.3.6 “Consortium or Joint Venture” 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;

4.3.7 “EME” means any enterprise with an annual total revenue of R5 million or less in terms of the B-BBEE Codes of Good Practice of 2007 and an entity with a turnover of less than R 10 million in terms of the amended B-BBEE Codes;
4.3.8  **“Firm Price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

4.3.9  **“Functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

4.3.10 **“Non-Firm Prices”** means all prices other than “firm” prices;

4.3.11 **“Person”** includes a juristic person;

4.3.12 **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

4.3.13 **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

4.3.14 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

4.3.15 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
4.4 Adjudication Using A Point System

4.4.1 The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.

4.4.2 Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

4.4.3 Points scored will be rounded off to the nearest 2 decimal places.

4.5 Award of Business where Bidders have Scored Equal Points Overall

4.5.1 In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.

4.5.2 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.

4.5.3 Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

4.6 Points Awarded for Price

4.6.1 The 80/20 or 90/10 Preference Point Systems

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

80/20 or 90/10
\[ P_s = 80 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

\[ \begin{align*}
\text{Ps} &= \text{Points scored for comparative price of bid under consideration} \\
\text{Pt} &= \text{Comparative price of bid under consideration} \\
\text{Pmin} &= \text{Comparative price of lowest acceptable bid}
\end{align*} \]

4.7 Points Awarded for B-BBEE Status Level of Contribution

4.7.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

4.7.2 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.

4.7.3 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
4.7.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

4.7.5 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.7.6 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.7.7 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.8 Bid Declaration

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

**B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 4.2.1 and 4.7.1:**

B-BBEE Status Level of Contribution: ________________ = ______________ (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 4.8.1 must be in accordance with the table reflected in paragraph 4.7.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).
4.9 Sub-Contracting

4.9.1 Will any portion of the contract be sub-contracted? YES / NO (*Delete whichever is not applicable)

4.9.2 If yes, indicate:
   a) The sub-contracted percentage is:______%
   b) The name of the sub-contractor is: ______________________________________
   c) The B-BBEE status level of the sub-contractor is: _______________________
   d) The sub-contractor is an EME: YES / NO (*Delete whichever is not applicable)

Declaration with Regard to the Bidder

4.10.1 Name of bidding entity ________________________________________________

4.10.2 VAT Registration ____________________________________________________

4.10.3 Company registration ________________________________________________

4.10.4 Type of company / firm: ________________________________________________
   □ Partnership/Joint Venture / Consortium
   □ One person business/sole propriety
   □ Close corporation
   □ Company
(Pty) Limited

[TICK APPLICABLE BOX]

4.10.5 Describe principal business activities


4.10.6 Company Classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transportation, etcetera.

[TICK APPLICABLE BOX]

4.10.7 Total numbers of years the company / firm has been in business:


4.10.8 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 4.7.1 of the foregoing certificate, qualifies the company/firm for the preference(s) shown and I/we acknowledge that:

- 4.10.8.1 The information furnished is true and correct;
- 4.10.8.2 The preference points claimed are in accordance with the General Conditions as indicated in paragraph 4.1 of this Section;
4.10.8.3 In the event of a contract being awarded as a result of points claimed as shown in paragraph 4.7.1, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;

4.10.8.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:

a) Disqualify the person from the bidding process;
b) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
d) Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
e) Forward the matter for criminal prosecution.
Witnesses:

1. ________________________________

   ______________________________________________________________________
   Signature(s) of bidder(s)

   Date:

2. ________________________________

   ______________________________________________________________________

Address: __________________________________________________________________________
SECTION 5: EVALUATION CRITERIA

5.1 Evaluation Criteria

ACSA will use pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider the commitment made for functionality, technical, Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

5.2 A staged approach will be used to evaluate bids and the approach will be as follows:

<table>
<thead>
<tr>
<th>Stage 1</th>
<th>Stage 2</th>
<th>Stage 3</th>
<th>Stage 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if all the documents have been received</td>
<td>Evaluate on functionality or the technical aspect of the bid</td>
<td>Evaluate price and Preference (B-BBEE)</td>
<td>Post tender negotiations</td>
</tr>
</tbody>
</table>
Closing Date

The closing time for receipt of tenders is 12h00pm (South African Time). Tenders must be placed inside the tender box A, which will be on the 3rd floor ACSA North Wing Offices.

No telephonic, faxed or e-mailed tenders will 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.

4. Enquiries and Contact Information

All enquiries should be addressed to the e-mail address: Sekwati.Nkwana@airports.co.za

Closing date for enquiries is 09 December 2019 at 16h00pm

5. Procurement Procedures

Competitive selection will be used.

6. Mandatory Administrative Requirements

Bids that do not meet any one of the following criteria (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further:

- Attendance of a compulsory briefing session
- Fully completed and signed form of offer
- Proof of a valid Letter of Good Standing with the Workers Compensation Commission
NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.

Furthermore, it should be noted that NO award will be made to an entity which is not registered with National Treasury on the Central Supplier Database (CSD). Bidders are required to provide their unique registration number or proof of registration.

7. Functionality / Technical

The functionality / technical 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 threshold criteria.

Threshold Guidelines

The functional/technical evaluation will be based on a threshold approach, wherein bidders which fail to achieve the overall minimum number of points as well as failing to achieve the minimum number of points in each of the technical/functional evaluation sub-criteria may not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows:
<table>
<thead>
<tr>
<th>Criteria Description</th>
<th>Minimum Threshold</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Experience</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proven company experience in Airfield Ground Lighting works or related airfield works (ILS, AGL and AWOS). (Completion certificates, Purchase orders or award letters of the previous installation work to be attached)</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>• 3 Projects/Sites</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>• 5 Projects/Sites</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>• &gt; 7 Projects/Sites</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>2. References</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contactable reference's for where works (AGL/AWOS/ILS) was executed.</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>• 3 References</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>• 5 References</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>• &gt; 7 Projects/Sites</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>Contactable references must include site where AGL/ILS/AWOS project/works was done, this must include telephone or cell phone numbers, email address and contact names</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td><strong>3. OEM Support Letter</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Letter not provided</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>• OEM Letter provided</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>The letter of support should include the following, onsite training, warranties, guarantees, trouble shooting and technical support</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td><strong>4. Training Facilitator Competency (trainer’s CV demonstrating experience)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Competency demonstrated</td>
<td>Not demonstrated</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>Competency should be demonstrated by training offered/accreditation by the OEM of the equipment.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## 5. Product Specification – OEM specification to be attached

<table>
<thead>
<tr>
<th>Item</th>
<th>Evaluation Criteria</th>
<th>Maximum Points</th>
<th>Minimum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Certified for High Precision (deviation +/-5%)</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>High Measurement precision in curved sections</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Vehicle Mounted Sensor Arrays (no shifting of array sensors required during testing)</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>4</td>
<td>Certified for High Repetition (deviation Below +/-2%)</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>Certified for Vertical Scan i.e. Runway Threshold and End lights</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>Certified for forward and backward scan</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>High Measurement precision in straight sections</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>Certified to measure PAPI lights</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>9</td>
<td>Certified to measure elevated approach lights</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>10</td>
<td>Certified to measure photometric outputs of airfield guidance signages</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>11</td>
<td>Certified to measure PAPI light output</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td>12</td>
<td>allows for stopping/pause during testing</td>
<td>5</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>60</strong></td>
<td><strong>47</strong></td>
</tr>
</tbody>
</table>

## 6. Lead Time Commitment Letter

The machines to be delivered on or before 31 March 2020

- 8 Weeks                                    0
- 10 Weeks                                   3
- 12 Weeks                                   5

**Total**                                    75  100
Note: The letter of support should include the following: onsite training, warranties, guarantees, trouble shooting and support

The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA’s decision in this regard will be final.

Only tenderers scoring at least the minimum threshold points for each criterion and sub-criterion of functionality will be considered for further evaluation on Price and BBBEE. They will be evaluated further in terms of the 80/20 preference points system described below.

i. Price and B-BBEE 80 / 20 preference points system

The Bid will be scored using the 80:20 preferential points system with 80 reflecting Price and 20 reflecting BBBEE recognition. ACSA will only accept valid B-BBEE certificates from SANAS and IRBA accredited verification agencies as proof of BBBEE status.
SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

(*Ensure that all mandatory returnable documents are documents ACSA may not proceed without and requesting them after the closing date and time will compromise the fairness of the process or contravening the law i.e. priced offer and SBD 6.2 for local content & production for designated sectors, etcetera)

ACSA will disqualify from the tender process any bidder that has failed to submit mandatory returnable documents and information on the closing date and time. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not.

The mandatory documents and information are as follows:

6.2 Other Returnable Documents and information

<table>
<thead>
<tr>
<th>MANDATORY RETURNABLE DOCUMENTS AND INFORMATION</th>
<th>SUBMITTED [Yes or No]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance of a compulsory briefing session</td>
<td></td>
</tr>
<tr>
<td>Form of Offer</td>
<td></td>
</tr>
<tr>
<td>Declaration of Interest Form</td>
<td></td>
</tr>
<tr>
<td>Non-Disclosure Agreement</td>
<td></td>
</tr>
<tr>
<td>SBD 6.2 (Declaration for local content and production for PPPFA designated sectors)</td>
<td></td>
</tr>
</tbody>
</table>
6.3 Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.
SECTION 7: DECLARATION FORM

7.1 Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.
7.2 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

Where a relationship exists, please provide details of the ACSA employee or official and the extent of the relationship below

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________
7.3 Full Names of Directors / Trustees / Members / Shareholders of the bidding entity

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

7.4 I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.

Declaration:

I/We the undersigned ____________________________________________________ (Name) hereby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

______________________________________________________________
Signature                                                                                     Date

______________________________________________________________
Position                                                                                      Name of bidder
SECTION 8: DECLARATION OF FORBIDDEN PRACTICES

I/We hereby declare that we have not/been found guilty of any illegal activities relating to corruption, fraud, B-BBEE fronting, anti-competitive practices and/or blacklisted by an organ of State Owned Company, etc. and/or any other forbidden practices.

I/We declare the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Penalty</th>
<th>Organ of State / State Owned Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Furthermore, I/We declare that to the best of my/our knowledge there is /are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

<table>
<thead>
<tr>
<th>Description</th>
<th>Organ of State / State Owned Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
</tr>
</tbody>
</table>

This declaration was signed on _______ of ____________________________ 2018.

Name: ________________________________
Designation: ________________________________
Signature: ________________________________
SECTION 9: SBD4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. To give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: ..........................................................

2.2 Identity Number: ........................................................................................................

2.3 Position occupied in the Company (director, trustee, shareholder², member): .......................................................... ..........................................................

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ..........................................................

2.5 Tax Reference Number: ....................................................................................................

Tel +27 11 723 1400 Fax +27 11 453 9354
The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393
2.6 VAT Registration Number: .................................................................

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

1 “State” means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state?  YES / NO

2.7.1 If so, furnish the following:

Name of person / director / trustee / shareholder/ member: ..........................................................

Name of state institution at which you or the person connected to the bidder is employed: ..........................................................

Position occupied in the state institution: ..........................................................
Any other particulars:

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

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
work outside employment in the public sector?  YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid
document?  YES / NO

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company’s directors /
trustees / shareholders / members or their spouses conduct
business with the state in the previous twelve months?  YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have

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

2.9.1 If so, furnish particulars.

……………………………………………………………………………..
……………………………………………………………………………..
……………………………………………………………………………..

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

……………………………………………………………………………..
……………………………………………………………………………..
……………………………………………………………………………..

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
4 DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

........................................... ..........................................................
Signature Date

........................................... ..........................................................
Position Name of bidder
SECTION 10: SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the…………………… system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
</tbody>
</table>

Tel +27 11 723 1400 Fax +27 11 453 9354
The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, considering, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;
2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[
\begin{align*}
\text{80/20} & \quad \text{or} \quad \text{90/10} \\
Ps &= 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \\
Ps &= 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right)
\end{align*}
\]

Where

\[
\begin{align*}
Ps &= \text{Points scored for comparative price of bid under consideration} \\
Pt &= \text{Comparative price of bid under consideration} \\
P_{\text{min}} &= \text{Comparative price of lowest acceptable bid}
\end{align*}
\]
5. **Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution:……….  =  …………….(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).
8  SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?  YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?  ...........................................
(ii) the name of the sub-contractor?  ..............................................................................
(iii) the B-BBEE status level of the sub-contractor?  ..............................................
(iv) whether the sub-contractor is an EME?  YES / NO (delete which is not applicable)

9  DECLARATION REGARDING COMPANY/FIRM

9.1 Name of company/firm  ........................................................................................................

9.2 VAT registration number  ......................................................................................................

9.3 Company registration number  ................................................................................................

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....................................................................................................................................................
.....................................................................................................................................................
9.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[Tick Applicable Box]

9.7 Total number of years the company/firm has been in business? ………………………………………

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution

WITNESSES:

2. ........................................

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

SIGNATURE(S) OF BIDDER(S)

DATE:........................................

ADDRESS:........................................

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

........................................
SECTION 11: SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

4 To give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tel +27 11 723 1400 Fax +27 11 453 9354
The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008
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<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>4.2</strong></td>
<td><strong>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>4.2.1</strong></td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td><strong>4.3</strong></td>
<td><strong>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>4.3.1</strong></td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
<tr>
<td><strong>4.4</strong></td>
<td><strong>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>4.4.1</strong></td>
<td>If so, furnish particulars:</td>
<td></td>
</tr>
</tbody>
</table>

The Register for Tender Defaulters can be accessed on the National Treasury’s website ([www.treasury.gov.za](http://www.treasury.gov.za)) by clicking on its link at the bottom of the home page.

---

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

**The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008**

**P O Box 75480, Gardenview, Gauteng, South Africa, 2047**

**www.airports.co.za**

Airports Company South Africa SOC Ltd Reg No 1993/004194/30 VAT no 4930138393
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)………………………………………………………………………………

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

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

................................................................. ..............................................................
Signature Date

................................................................. ..............................................................
Position Name of Bidder

Js365bW
Section 12: SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1  This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2  Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.

3  Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

   a.  disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

   b.  cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4  This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5  To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

______________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: ___________________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation);
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

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

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.................................................................................................................. ..............................................................
Signature Date
.................................................................................................................. ..............................................................
Position Name of Bidder
C1.1 Form of Offer & Acceptance

Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**Supply, Deliver, Commissioning of Photometric Testing Equipment**

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

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

<table>
<thead>
<tr>
<th>The offered total of the Prices exclusive of VAT is</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the amount due inclusive of VAT is</td>
<td>R</td>
</tr>
</tbody>
</table>

(in words)

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

Signature(s)                                                                                       | Name(s)                                                                                       | Capacity
--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------
For the tenderer:                                                                                     |                                                                                                |                                                                                       |
--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------

(Insert name and address of organisation)

Name & signature of witness                                                                                      Date

Tenderer’s CIDB registration number:
Acceptance

By signing this part of this Form of Offer and Acceptance, the Purchaser identified below accepts the tenderer's Offer. In consideration thereof, the Purchaser shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Purchaser 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 Price Schedule
- Part C3 Goods 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 Purchaser 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 tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

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

Signature(s)

Name(s)

Capacity

for the Purchaser

Airports Company South Africa SOC Ltd
O R Tambo International Airport
ACSA Admin. Building
4th Floor North Wing Offices
Kempton Park
1627

Name & signature of witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.
Schedule of Deviations to be completed by the **Supplier** prior to contract award

**Note:**
1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer’s covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

I. **For the tenderer:**

**Signature**

**Name**

**Capacity**

**On behalf of**

II. **For the Purchaser**

**Airports Company South Africa SOC Ltd**

**O R Tambo International Airport**

**A CSA Admin. Building**

**4th Floor North Wing Offices**

**Kempton Park**

**1627**

**Name & signature of witness**

**Date**
# C1.2 SC Contract Data

## Part one - Data provided by the *Purchaser*

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>The conditions of contract</strong> are the core clauses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option</td>
<td>W1:  Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td>and secondary Options</td>
<td>X2:  Changes in the law</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X17: Low Performance Damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Z:   Additional conditions of contract</td>
</tr>
<tr>
<td></td>
<td>of the NEC Supply Contract, April 2013</td>
<td></td>
</tr>
<tr>
<td><strong>10.1</strong></td>
<td>The <em>Purchaser</em> is:</td>
<td>Airports Company South Africa SOC Ltd., Reg no: 1993/004149/06, a juristic person incorporated in terms of the company laws of the Republic of South Africa</td>
</tr>
</tbody>
</table>
|         | Address                                             | O. R. Tambo International Airport
|         |                                                     | ACSA Admin. Building
|         |                                                     | 4th Floor North Wing Offices
|         |                                                     | Kempton Park
|         |                                                     | 1627 |
| **10.1** | The *Supply Manager* is:                             | Airports Company South Africa
|         | Address                                             | O R Tambo International Airport
|         |                                                     | ACSA Admin. Building
|         |                                                     | 3rd Floor North Wing Offices
|         |                                                     | Kempton Park
|         |                                                     | 1627 |
|         | Tel                                                 | To be advised |
|         | e-mail                                              | To be advised |
| **11.2(13)** | The *goods* are                                      | The Supply, Deliver and Commissioning of Photometric Testing Equipment (Refer to section C3 for details) |
| **11.2(13)** | The *services* are                                  | The Supply, Deliver and Commissioning of Photometric Testing Equipment (Refer to section C3 for details) |
| **11.2(14)** | The following matters will be included in the Risk Register | Runway closures and Training of Internal staff |

12.2 The **law of the contract** is the law of the Republic of South Africa.

13.1 The **language of this contract** is English.

13.3 The **period for reply** is 5 working days.

2 The **Supplier’s main responsibilities** Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 **Time**

31.2 The **starting date** is To be advised.

32.2 The Supplier submits revised programmes at intervals no longer than Four (4) weeks.

35.1 The Purchaser is not willing to take over the works before the Completion Date.

4 **Testing and Defects**

42.2 The defects date is 52 weeks after Delivery.

43.2 The defect correction period is 4 weeks.

43.2 The defect access period is 4 weeks.

5 **Payment**

50.1 The assessment interval is the 25th working day of each successive month.

51.1 The currency of this contract is the South African Rand (ZAR).

51.2 The period within which payments are made is 30 days from date of invoice.

51.4 The interest rate is (i) The publicly quoted prime rate of interest (calculated 365 days a year) charged by Nedbank Bank of South Africa, from time to time, as certified by any manager of such bank, whose appointment it shall not be necessary to prove.

6 **Compensation events**

7 **Title** There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

8 **Risks and insurance**

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the goods, plant and materials and equipment) and liability for Refer to Part C1.3
bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract for any one event is

84.2 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract for any one event is Refer to Part C1.3

84.2 The Supplier's liability to the Purchaser for indirect or consequential loss including loss of profit, revenue and goodwill is limited to Nil – Neither Party is liable to the other for any consequential loss or indirect loss

84.2 For any one event, the Supplier's liability to the Purchaser for loss of or damage to the Purchaser's property is limited to Refer to Part C1.3

84.2 The Supplier's liability for Defects due to his design which are not notified before the last defects date is limited to Refer to Part C1.3

THE SUPPLIER'S TOTAL DIRECT LIABILITY TO THE PURCHASER FOR ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT, OTHER THAN THE EXCLUDED MATTERS, IS LIMITED TO THE TOTAL OF THE PRICES AND APPLIES IN CONTRACT, TORT OR DELICT AND OTHERWISE TO THE EXTENT ALLOWED UNDER THE LAW OF THE CONTRACT.

THE EXCLUDED MATTERS ARE AMOUNTS PAYABLE BY THE SUPPLIER AS STATED IN THIS CONTRACT FOR:

- LOSS OF OR DAMAGE TO THE PURCHASER’S PROPERTY,
- DELAY DAMAGES,
- DEFECTS LIABILITY,
- INSURANCE LIABILITY TO THE EXTENT OF THE SUPPLIER’S RISKS
- LOSS OF OR DAMAGE TO PROPERTY (OTHER THAN THE WORKS, PLANT AND MATERIALS),
- DEATH OF OR INJURY TO A PERSON;
- DAMAGE TO THIRD PARTY PROPERTY; AND
- INFRINGEMENT OF AN INTELLECTUAL PROPERTY RIGHT.

• The end of liability date is .5 (FIVE). years after Delivery of the whole of the goods and services.

9 Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

11 Data for Option W1
### Panel of Adjudicators

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details (phone &amp; e-mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
<td>Gauteng</td>
<td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
<td>Gauteng</td>
<td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td>
</tr>
</tbody>
</table>

### Panel of Adjudicator nominating body

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details (phone &amp; e-mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
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<td>Gauteng</td>
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<tr>
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<td>Gauteng</td>
<td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td>
</tr>
</tbody>
</table>

### The tribunal is:

**Arbitration**

### The arbitration procedure is

The Rules for the Conduct of Arbitrations published by the Arbitration Foundation of South Africa (AFSA) (or its successor).

### The place where arbitration is to be held is

Johannesburg, South Africa.

### The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or

- The Chairman of the Johannesburg Advocates Bar Council.
- if the arbitration procedure does not state who selects an arbitrator, is

<table>
<thead>
<tr>
<th>12</th>
<th>Data for secondary Option clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td>X2</td>
<td>Changes in the law</td>
</tr>
<tr>
<td>X17</td>
<td>Low performance damages</td>
</tr>
</tbody>
</table>

There is no data required for this secondary option.

<table>
<thead>
<tr>
<th>X17</th>
<th>Delay damages for late delivery of the goods are:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Delay damages for late delivery of the services are:</td>
</tr>
<tr>
<td></td>
<td>The total delay damages payable by the Supplier is limited to:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Z1</th>
<th>Interpretation of the law</th>
</tr>
</thead>
</table>

Z1.1 Add to core clause 12.3:

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.

<table>
<thead>
<tr>
<th>Z2</th>
<th>The Supplier’s responsibilities:</th>
</tr>
</thead>
</table>

Z2.1 Delete core clause 20.1 and replace with the following:

The Supplier provides the Goods and Services in accordance with the Goods Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.

<table>
<thead>
<tr>
<th>Z5</th>
<th>Termination</th>
</tr>
</thead>
</table>

Z5.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

<table>
<thead>
<tr>
<th>Z7</th>
<th>Limitation of liability:</th>
</tr>
</thead>
</table>

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The Supplier shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Purchaser, which consent shall not be unreasonably withheld.
clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the Supplier.

Z8.2 The Purchaser may cede and delegate its rights and obligations under this contract to any person or entity.

Z9 Joint and several liability

Z9.1 If the Supplier 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 Purchaser for the performance of the Contract.

Z9.2 The Supplier shall, within 1 week of the Contract Date, notify the Supply Manager and the Purchaser of the key person who has the authority to bind the Supplier on their behalf.

Z9.3 The Supplier 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 Purchaser.

Z10 Ethics

Z10.1 The Supplier undertakes:

Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Purchaser is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2 The Supplier’s breach of this clause constitutes grounds for terminating the Supplier’s obligation to Provide the Goods or taking any other action as appropriate against the Supplier (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the Supplier is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Purchaser, the Purchaser shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2., the amount due on termination is A1.

Z11 Confidentiality

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Supplier 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 Supply Manager or the Purchaser, which consent shall not be unreasonably withheld.

Z11.2 If the Supplier is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Supply Manager.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the Supplier for the purposes of the implementation of this agreement. The Supplier undertakes to procure that its employees are aware of the
confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.2 Information which the Supplier is required by law to disclose, provided that the Supplier notifies the Purchaser prior to disclosure so as to enable the Purchaser to take the appropriate action to protect such information. The Supplier may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.2 Information which at the time of disclosure or thereafter, without default on the part of the Supplier, enters the public domain or to information which was already in the possession of the Supplier at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Goods and after Completion, requires the prior written consent of the Supply Manager. All rights in and to all such images vests exclusively in the Purchaser

Z11.5 The Supplier ensures that all his SubSuppliers abide by the undertakings in this clause.

Z12 **Purchaser's Step-in rights**

Z12.1 If the Supplier defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Supply Manager, the Purchaser, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Supplier or supplier of the Supplier) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Supplier

Z12.2 The Supplier co-operates with the Purchaser 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 Supplier under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Supply Manager to achieve this end.

Z14 **Intellectual Property**

Z14.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Goods.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

Z14.3 The Supplier gives the Purchaser an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works

Z14.4 The written approval of the Supplier is to be obtained before the Supplier's IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Supplier's IP available to any third party the Purchaser shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Purchaser would use to protect its IP

Z14.5 The Supplier shall indemnify and hold the Purchaser harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:
**Z14.5.1** the Supplier’s design, manufacture, construction or execution of the Goods

**Z14.5.2** the use of the Supplier’s Equipment, or

**Z14.5.3** the proper use of the Goods.

**Z14.6** The Purchaser shall, at the request and cost of the Supplier, assist in contesting the claim and the Supplier may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

**Z16** Dispute resolution:

**Z16.1** 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(phone &amp; e mail)</td>
</tr>
<tr>
<td>Adv. Ghandi Badela</td>
<td>Gauteng</td>
<td>+27 11 282 3700</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281</td>
</tr>
<tr>
<td></td>
<td></td>
<td><a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td>
</tr>
</tbody>
</table>
Z16.2 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details (phone &amp; e mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
<td>Gauteng</td>
<td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
<td>Gauteng</td>
<td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281 <a href="mailto:reyneke@duma.nok">reyneke@duma.nok</a> we.co.za</td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo (Quantity Surveyor)</td>
<td>Pretoria</td>
<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
</tr>
</tbody>
</table>
Z17 Notification of a compensation event

Z17.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Supply Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

Z18 BBBEE and Tax Clearance Certificates

Z18.1 The Supplier shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z19 Communication

Z19.1 Add a new Core Clause 14.5 and 14.6 to read as follows:

The Supply Manager requires the written consent of the Purchaser if an action will result in a change to the design, scope, and Goods information that is 5% or more

Z19.2 The Supply Manager requires the written consent of the Purchaser if an action will result in the Completion Date being extended by more than 30 days.

Z20 Delegation

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

Z20.1 As part of this contract the Supplier acknowledge that it (mandatory) is an Employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.
Part two - Data provided by the Supplier

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Supplier is (Name):</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Telephone No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax No.</td>
</tr>
<tr>
<td>11.2(1)</td>
<td>The Accepted Plan is</td>
<td></td>
</tr>
<tr>
<td>11.2(6)</td>
<td>The delivery date for the goods and services is</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>goods and services</th>
<th>delivery date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supply, Deliver and Commissioning of Photometric Testing Equipment</td>
<td></td>
</tr>
<tr>
<td>Complete Delivery of the Supply, Deliver, Commission and Training of a Photometric Testing Equipment (including all required commissioning and handover)</td>
<td></td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The Goods Information for the Supplier's design is in <strong>Part 3: Goods Information</strong></td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The price schedule is in <strong>Part 2: Price Schedule</strong></td>
</tr>
</tbody>
</table>

The tendered total of the Prices is (in words)
11.2(14) The following matters will be added to the Risk Register

52.1 The percentage for overheads and profit added to the Defined Cost is
The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

**Landside** refers to:
- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

**Airside** refers to:
- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings
SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value below R50million on the LANDSIDE

1.1 Contract Works
- With regards to contract works claims, the Supplier/consultant is responsible for a deductible (excess) of R250 000.
- Suppliers / consultants may re-insure the deductible

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

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

2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works
- With regards to contract works claims, the Supplier / consultant is responsible for a deductible (excess) of R250 000.
- Suppliers / consultants may re-insure the deductible

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

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

3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE
• Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works
With regards to contract works claims, the Supplier / consultant is responsible for the following deductibles:
• All Civil Work and Earthworks – R300 000 deductible (excess)
• All other claims – R300 000 deductible (excess)
• Other property insured – R700 000 deductible (excess)
• Suppliers / consultants may re-insure the deductibles

3.2 Public Liability
• In the event of a claim brought against the Supplier / consultant for 3rd party property damage the Supplier / consultant will be responsible for a deductible (excess) of R275 000
• In the event of a claim brought against the Supplier / consultant for removal of lateral support, the Supplier / consultant will be responsible for a deductible (excess) of R500 000
• Suppliers / consultants may re-insure the deductibles

3.3 Professional Indemnity
• All consultants are responsible for Professional Indemnity cover of R10million
• Suppliers who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
• In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
• Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the Supplier and/or consultant.

4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE
• Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

4.1 Contract Works
With regards to contract works claims, the Supplier / consultant is responsible for the following deductibles:
• All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
• Runway Rehabilitation – R300 000 deductible (excess)
• New Runway Construction – R700 000 deductible (excess)
• All other claims – R300 000 deductible (excess)
• Other property insured – R700 000 deductible (excess)
• Suppliers / consultants may re-insure the deductibles

4.2 Public Liability
• In the event of a claim brought against the Supplier / consultant for 3rd party property damage the Supplier / consultant will be responsible for a deductible (excess) of R1 025 000
• In the event of a claim brought against the Supplier / consultant for removal of lateral support, the Supplier / consultant will be responsible for a deductible (excess) of R1 250 000
• In the event of a claim for damage to aircraft, the Supplier / consultant will be responsible for a deductible (excess) of R1 250 000
• Suppliers / consultants may re-insure the deductibles

4.3 Professional Indemnity
• All consultants are responsible for Professional Indemnity cover of R10million
• Suppliers who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
• In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
• Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the Supplier and/or consultant.
C2.1 Pricing assumptions

Guidance before pricing and measuring
Purchasers preparing tenders or contract documents, and tendering Suppliers are advised to consult the sections dealing with the Price Schedule for the NEC3 Supply Contract (April 2013) Guidance Notes before preparing the Price Schedule or before entering rates and lump sums thereto.

The NEC approach assumes use will be made of method related charges for Equipment applied to Delivering the goods and services based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the installation phase.

The P & G section of the bill is not used for the assessment of compensation events.

General assumptions
Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Price Schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Supplier in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the Price Schedule.

The quantities contained in the Price Schedule may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the Price Schedule are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Goods Information.
## C2.2 The Price Schedule

All amounts to be entered exclusive of VAT

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Personal Access permit Application Fee</td>
<td>Sum</td>
<td></td>
<td>R470 ex VAT</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Airside Vehicle Operators’ Permit (AVOB) Training</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Airside Induction Training</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Compliance to OHS-ACT regulations (Safety File)</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Insurance (Other, excluding ACSA required insurance)</td>
<td>Sum</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>PPE (safety boots, reflective vests, etc.)</td>
<td>Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Forward Cover to keep prices fixed</td>
<td>Each</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total price list No1: Preliminary and General, carried forward to summary**
Price List No2: Photometric Equipment

*Note: refer to the scope of work for specific detailing when pricing*

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vehicle mounted Photometric Testing Equipment Capable of testing the following lights Insert and elevated runway and taxiway lighting</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Photometric system capable of measuring elevated runway guard lights, PAPI and elevated approach lights higher than 1.1mm</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Photometric system for measuring airfield guidance signages</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Factory acceptance testing</td>
<td>Each</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Shipping and clearance costs</td>
<td>Each</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Site Acceptance Testing</td>
<td>Each</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Onsite product training</td>
<td>Each</td>
<td>20</td>
<td></td>
</tr>
</tbody>
</table>

**Total Price list No.2: Photometric Equipment carried to summary**

**Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total price list No1: Preliminary and General</td>
<td>R</td>
</tr>
<tr>
<td>Total Price list No.2: Photometric Equipment carried to summary</td>
<td>R</td>
</tr>
<tr>
<td>Total Contract Value excluding vat</td>
<td></td>
</tr>
</tbody>
</table>

*Amount to be carried over to the Form of Offer*
C3.1 Purchaser’s Goods Information

Description of the goods and services

Description of the service

Executive overview

The objective is to maintain the serviceability of Airfield Ground Lighting through the provision of Photometric Testing Equipment at O.R. Tambo International Airport in a sustainable manner while ensuring compliance to SACAA CATS139, ICAO DOC 9137 AN/898 Part9 Aerodrome maintenance manual, CAR 139.2.22(2) and CAT2 ICAO Annex 14 Volume 1 Edition 6 as amended.

A photometric measurement solution shall encompass all the necessary equipment that supports both preventive and corrective maintenance of different types of airfield ground lighting. It should be designed for in-field measurement and be able to measure the light output and characteristics with a high degree of accuracy, check and confirm compliance with the prescribed guidelines.

The ICAO guidelines specify light intensity to be maintained, and also describe how preventive maintenance must be conducted. Furthermore, the ICAO Airport Services Manual – Part 9 recommends that lights not compliant as specified by ICAO must be returned for repair and compared with the output of a new light before such fittings are reinstalled on the airfield.

With respect to preventive checks for airfield lighting compliance, as per the ICAO Annex 14:

- A light shall be deemed to be unserviceable if the average intensity of its main beam is less than 50% of its specified value
- To ensure continuity of guidance, two unserviceable lights cannot be adjacent to each other
- The number of serviceable fittings must always be above the specified percentage level Preventive maintenance should include visual inspection and in-field measurement of the intensity, beam spread and orientation of all lights in the approach and runway lighting systems for a precision approach runway Category II or Category III to ensure conformance with the specified value
- Photometric measurement must be conducted with a mobile measuring unit of sufficient accuracy to ensure conformance
- The frequency and checks of preventive maintenance are also specified depending on the air traffic and environmental conditions. SACAA Technical Guidance Material for Maintenance of Runway and Taxiway Lighting System (Advisory Circular) recommends regular measurements of light intensity of Airfield Lighting Installations.

Since 9 September 2016, airports within the SACAA jurisdiction must submit compliancy reports of their installations. In order to comply with these recommendations, airports must have the necessary photometric measurement systems in place.

Applicable Legislation

The ICAO has prescribed clear guidelines with respect to airport maintenance. The photometric measurement system should enable maintenance that is compliant with:

- ICAO Annex 14, article 10.4.1 - Serviceability of a light
- ICAO Annex 14, article 10.4.5 - Recommendation on use of mobile measuring unit to check in-field compliance
- ICAO Annex 14, Volume I – Recommendation on frequency of checks
- ICAO standards (Amendment n°6 to Annex 14) – Recommendation on Airport compliancy reports
- SACAA Technical Guidance Material for Maintenance of Runway and Taxiway Lighting System (Advisory Circular)
• South African Civil Aviation Organization Regulation Part 139
• CIE 1931 color space

Overview of the Works
Supply deliver commission and provision of onsite training of a Photometric Testing Equipment capable producing photometric results for the following lighting systems:

- **Runway Related lighting**
  - Insert and elevated threshold
  - Centre line
  - Touch Down Zone
  - Insert and elevated wing bar
  - Insert and elevated edge
  - Insert and elevated approach
  - Precision Approach Path Indicators

- **Taxiway Related Lighting**
  - Stop bars and Runway guard lights
  - Centre line
  - Edge lights
  - Rapid exit taxiway indicator lighting
  - Rapid exit taxiway lights

- **Airfield Guidance Signs**
  - Guidance signages
  - Mandatory signages
  - Information signs
  - Runway distance signs

Method of Reporting/Presentation of Results

For each light the photometric data provided shall provide the following:

- Colour of the light beam
- Position of the light beam light in V⁰ and H⁰
- Iso-candela diagram in high resolution
  - The iso-candela diagram shall indicate the following:
    - Maximum and minimum point values in candelas within the beam spread
    - Average output values in candelas
    - Percentage compliance as per ICAO Annex 14 chapter 10
    - Status of light i.e. pass or fail
- The system shall measure photometric performance of each light source compared to the operational requirements as specified by ICAO Annex 14 July 2016 and by the FAA advisory circular AC 150/5345-46E.
- The system shall provide positioning kit and allow for vertical and horizontal arrangement to perform measurements accurately
- The sensor shall have a bandwidth of 400 – 700nm
- The system shall the ability for standalone light measurements i.e. PAPI and it shall also be cable of been mounted on a bakkie. It should be noted a trailer system will not be considered.
- The system shall be digital in all respect.
- The system shall measure the photometric performance of all illuminated airfield signs and compare the results to the requirements of ICAO Anne 14 July 2016 and FAA advisory circular AC 150_5345_44J.
System Characteristics

The system shall include various elements that support on-site or in-field maintenance. The complete system shall include the necessary hardware equipment and software components to support the capabilities listed below:

- The system shall be steadily installed on any vehicle without the use of a trailer.
- The system shall measure photometric performance of all insert and elevated aeronautical ground light fittings installed on site.
- The system shall measure each individual light source with reference to the operational requirements as set out in ICAO Annex 14 July 2016 and or FAA Advisory Circular AC 150/5345-46E.
- The system shall enable the operator to start/stop/pause and continue the photometric measurements from the last point.
- The system shall be capable to measure at a speed of 80km/h on a straight section and at least 20km/h on a curved section.
- The system shall automatically create a database during the initial test and identify each light been measured using a digital GPS receiver.
- The system shall be easily transported using a carry case. Note a trailer mounted system will not be accepted.
- They system shall provide operators with guidance to rectify anomalies of the faulty light.
- The system shall scan the light beam in high-definition by storing approximately more than 25000 digital samples per light.
- The system shall be certified for horizontal scan, vertical scan forward and backward testing modes.
- The system shall provide real-time light measurement software program with instant reporting.
- The sensor shall have a minimum IP-64 rating. Sensor shall operate in temperatures from -20°C to +80°C and shall be protected against humidity.
- The photometric sensors shall have a detection angle of 180° and illuminance reading of 0 to 40 000 Lux
- The system shall operate in the latest Windows software.
- The systems shall be capable of measuring the photometric performance of airfield guidance signages.
- The system shall measure the photometric performance of the PAPI and elevated approach lights.
- Average elevation angle of the entire PAPI unit as well as the overall PAPI system (glide path)
- Transition width between red and white beams for each light beam and the entire PAPI unit
- Photometry compliance of the light beam emitted by the PAPI, according to ICAO requirements
- Roll angle (tilt along the longitudinal axis) over the horizon of the colour transition of each single beam of the unit, as well as the entire PAPI unit
- Horizontal collimation in transition, i.e. the uniformity of the elevation angles of all the beams inside the PAPI unit
- Azimutal aiming as well as synchronisation of the PAPI wing bars
- Camera, lux sensors and spectro-photometer to determine the characteristics of the PAPI beams, candela values from various angles and the chromatic coordinates of the light beams emitted in white and red colors
- Servomotor module to scan the light beam vertically and horizontally
- Power supply source, positioning, networking and communications equipment as necessary
- A laptop computer or tablet with user-friendly graphical interface which displays photometric measurement data and results
- The system shall be capable of measuring all airfield guidance signages of all sizes
- With regards to airfield guidance signages the system shall provide the following data:
  - Average luminance in candelas per m²
  - Maximum and minimum values per m²
  - X and Y coordinates of chrominance values
  - Compliance percentage according to ICAO requirements
  - Pass/fail status of each sign
  - A complete picture of the sign
  - The average measurement speed of each sign shall be within 2 to 3 minutes including positioning of the system
Interpretation and terminology

The following abbreviations are used in this Goods Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACSA</td>
<td>Airport Company South Africa</td>
</tr>
<tr>
<td>ORTIA</td>
<td>OR Tambo International Airport</td>
</tr>
<tr>
<td>SANS</td>
<td>South African National Standards</td>
</tr>
<tr>
<td>OHS ACT</td>
<td>Occupational Health and Safety Act</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacture</td>
</tr>
<tr>
<td>RSA</td>
<td>Republic of South Africa</td>
</tr>
<tr>
<td>UOM</td>
<td>Unit of Measure</td>
</tr>
</tbody>
</table>

Extent of the Works

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

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply.

The Supplier will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Supplier shall comply with the Minimum Staffing Schedule at all times provided in tender documents. This may be amended by mutual arrangement between ACSA and the Supplier from time to time.

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

The Supplier will continuously ensure that all staff is suitable, able and competent for the duties required of them. The Supplier shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his/her permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required period as provided for in the project plan. Any work impacting on operations shall be attended-to until restored to good reliable condition. No project work may be left unattended or incomplete for the next day or shift unless agreed to by the project manager. All repair work shall carry a defect free guarantee for a period of 12 months after completion of work.
All work shall be charged according to the price schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by the scheduled project team. The on-site maintenance Supplier shall be notified prior to the project commencement. A handover shall take place between the project Supplier and the maintenance Supplier before and after completion of the contract.

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

The Supplier shall ensure that, unless a special arrangement is made with the Project Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

The Supplier shall ensure that all project staff are issued with uniforms that will comply with a minimum requirement as agreed with the Project Manager from time to time. Current airport requirements are: safety shoes, ear protection equipment and a uniquely numbered retro reflective jacket (for easy identification via CCTV).

**Generic Specifications**

All work shall conform to all relevant SANS standards, OHS ACT 85 of 1993 regulations and all other legislations that might be relevant to this Contract and the execution thereof.

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

**Environment**

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

At no time shall the Supplier:
- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

**Daily records**

The Supplier shall keep accurate daily records of staff attendance, progress on the works, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Project Manager at any time. All records shall be in a format as agreed with the Project Manager.

**Proof of compliance with the law**

The Supply Manager may at any time request from the Supplier reasonable proof that the Supplier complies with all applicable laws or regulations.

**Cell phones and two-way radios**

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

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

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

Management and start up.

Management meetings
The Supplier will be expected to attend meetings relating to operations, contract management and other issues that may arise from time to time. As far as is practicable, the Supplier will make all required persons available for these meetings. The Supplier shall not submit claims for payment for staff attending any of these meetings.

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

<table>
<thead>
<tr>
<th>Title and purpose</th>
<th>Approximate time &amp; interval</th>
<th>Location</th>
<th>Attendance by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk register and compensation events</td>
<td>Monthly on the first Tuesday at 10H00</td>
<td>On-site</td>
<td>Supply Manager and Supplier</td>
</tr>
<tr>
<td>Overall contract progress and feedback</td>
<td>Monthly on the first Tuesday at 10H00</td>
<td>On-site</td>
<td>Supply Manager and Supplier</td>
</tr>
</tbody>
</table>

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the works. Records of these meetings shall be submitted to the Project 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 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.

Health and safety risk management
The Supplier shall comply with the health and safety requirements contained in this document.
The Project Manager shall be entitled to fine the Supplier an amount of **R3000.00** for each non-conformance to Health and Safety matters. This shall not transfer any of the Supplier’s responsibilities in this regard to the Purchaser by any means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

At no time must the Supplier interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.
The Supplier is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Supplier’s company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Supplier’s account.
Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints stated in this document.

Quality assurance requirements

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Supplier will be expected to draft quality plans for the Project Manager from time to time.

Invoicing and payment

Within two days of receiving a payment certificate from the Supply Manager in terms of core clause 51.1, the Supplier provides the Purchaser with a tax invoice showing the amount due for payment equal to that stated in the Project Manager’s payment certificate.

The Supplier shall address the tax invoice to the following Address,

Airports Company South Africa SOC Ltd
Private Bag X1,
OR Tambo International Airport
Kempton Park
1627

and include on each invoice the following information:

Name and address of the Supplier and the Supply Manager;
The contract number and title;
Supplier’s VAT registration number;
The Purchaser’s VAT registration number 4930138393;
Description of work done by cross reference to Supply Manager’s certificate;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
Quote PO number as a reference

The Supplier should arrange with ACSA’s finance department for making all payments electronically.

Invoices should be submitted via email to Invoices.Acsa@airports.co.za
Scope of Work

Supply, deliver, configure and commission Photometric Testing equipment required for the details specified under section

Storage

ACSA will provide storage of the parts at airport premises

Disposal

Not applicable.

Subcontracting

Should any part of the works be subcontracted, the Supplier will be responsible for all Works as if it was done so by the Supplier.

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

Resources

Minimum requirements of people employed on the Site

A schedule of key personnel to this Contract will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Project Manager. The Project Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the Supplier’s responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Supplier’s responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have access permit to access the site and Airside Vehicle Operators Permit to drive on the airside (AVOP)

The Supplier shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the tender price in this regard.

The Supplier 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 Supplier will have no claim against ACSA in the event that a permit request is refused.
The following table is not all inclusive, but is provided for illustration purposes:

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

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.

**Completion**

**Completion, testing, commissioning and correction of Defects**

**Work to be done by the Completion Date**

On or before the Completion Date the Supplier shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The Project Manager cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the Purchaser from using the works and Others from doing their work.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item of work</th>
<th>To be completed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Handover and Closure Report</td>
<td>Within 5 days after Completion</td>
</tr>
</tbody>
</table>
The Supplier is to provide details or specification of parts to be used for the maintenance and support services for the duration of the contract.