BID DOCUMENT

FOR

THE APPOINTMENT OF MAINTENANCE CONTRACTOR
FOR
THE MAINTENANCE OF THE LANDSCAPING, GARDENS AND PLANTS
AT THE
EAST LONDON AIRPORT (FAEL)

JUNE 2019

BIDDING ENTITY NAME: __________________________________________________________

Prepared and Issued by:
Airports Company South Africa, Regional Airports
Private Bag X109
East London Airport
5201
AIRPORTS COMPANY SOUTH AFRICA
REGIONAL AIRPORTS
EAST LONDON AIRPORT

BID REFERENCE NUMBER: ELS 6010/2019/RFP

THE APPOINTMENT OF A MAINTENANCE CONTRACTOR FOR THE MAINTENANCE OF THE LANDSCAPING, GARDENS AND PLANTS AT THE EAST LONDON AIRPORT

Note:

Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document to which, all reference to the term “Bidder(s) / Tender(s)” then becomes synonymous with term “Contractor”. 
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<td>C4.6</td>
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Part T1: Tender Procedures

T1.1 Tender Notice and Invitation to Tender
T1.2 Tender Data
T1: Tendering Procedure

T1.1: Tender Notice and Invitation to Tender

AIRPORTS COMPANY SOUTH AFRICA SOC LTD, East London (ELS), invites REQUEST FOR BID FOR THE APPOINTMENT OF A MAINTENANCE CONTRACTOR FOR THE MAINTENANCE OF THE LANDSCAPING, GARDENS AND PLANTS.

Tender Published:
The Bid document will be published on **Tuesday 04 June 2019**, and will be available for download at no charge on [www.etenders.gov.za](http://www.etenders.gov.za)

No bid document will be available at the Briefing Session or at the Employer's physical address.

Compulsory Briefing Session
A compulsory briefing session will be held on **Wednesday, 12 June 2019** commencing at **12:00** in ACSA Offices, Admin Boardroom, 1st floor, Terminal Building, East London Airport.

Site Inspection
The site inspection will take place directly after the compulsory briefing session. The site inspection is compulsory; however, these inspections will provide you with a more understanding of the airport and what is required for this tender/contract.

Bidders are required to bring the following for the site inspection at both airports:
- ID document or driver’s license
- Safety Boots
- Reflector Vest

Collection of Documents
Electronic documents of the bid document will be made available on the National Treasury eTender Publication Portal on [www.etenders.gov.za](http://www.etenders.gov.za) from the **05 June 2019**.

Submission Closing Date
Bid submissions will close at **13h00 on Monday, 15 July 2019**. All bid documentation must be provided in original and duplicated (printed format), signed and sealed in a clearly marked envelope with Bidder's name, Bid Reference Number and Bid Description and deposited **in the tender box, situated at reception, 1st floor, ACSA Terminal Building, East London Airport**.
Late Submissions will not be considered or evaluated.

Enquiries/Clarification and Communication
All queries should be e-mailed to the following: Dineo.mathabatha@airports.co.za

Telegraphic, telephonic, telex, facsimile, e-mail tenders will not be accepted

Request for clarity or information on the tender may only be requested until 16:00PM on 08 July 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.

Procurement Procedures

Competitive selection will be used.

Prequalification / Eligibility criteria

To be recognised as being responsive, Bidders are required to satisfy the following pre-qualification requirements:

a. To have a minimum B-BBEE Status Level of One to Four;

b. Must be a QSE/EME

c. To have 51% or more Black ownership. Black ownership may fall into any of the below categories:
   i. Black People
   ii. Black People who are youth
   iii. Black People who are women
   iv. Black People with disabilities
   v. A Cooperative owned by at least 51% black people;
   vi. Black people who are military veterans
   vii. Black people living in rural or underdeveloped areas or townships

d. The Bidder should be already established in the Eastern Cape Province for at least one year from the date of tender closure
Mandatory Administrative Criteria

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

1. Bidders must attend a compulsory site briefing session and site inspection;
2. Bidders must accept ACSA’s Terms and Conditions of Bid;
3. Bidders / Lead Bidders in a JV must have a minimum CIDB grading of 2SH or higher;
4. Proof of registration for Contractor’s Workers Compensation Commission

Evaluations

Bid submissions that have been deemed to be responsive to: (1) pre-qualification and (2) mandatory administrative criteria, will be evaluated using the (3) Functionality and (4) Price and Preference Method.

a. The functionality/technical evaluation will be conducted by the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on prequalification/threshold criteria.

Threshold Guidelines

b. 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:

c. The summary of the evaluation for functionality is indicated in the table below. The detailed functional/technical evaluation has been outlined in the Tender data.

<table>
<thead>
<tr>
<th>Evaluation Area</th>
<th>Max Points</th>
<th>Minimum Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Key Staff Resource Experience and Qualification</td>
<td>60</td>
<td>36</td>
</tr>
<tr>
<td>2 Company Experience</td>
<td>40</td>
<td>24</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td><strong>60</strong></td>
</tr>
</tbody>
</table>

a. Bidders who meet the minimum scores will be evaluated further in terms of the 80/20 preference points system described below.

b. Price and B-BBEE 80 / 20 (preference points system)
This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 80/20, where Price will account for 80 points, whilst preference will account for 20 points. ACSA will only accept valid B-BBEE certificates from SANAS accredited verification agencies as proof of B-BBEE status. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the tender, etcetera.

Bidders must only price in accordance with the Activity Schedule provided in Section C2 Pricing Data, this will enable ACSA to compare priced offers. Failure to price in the format of the activity schedule provided may make the bid liable for disqualification. Failure to submit a priced offer will make the bid liable for disqualification.

**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.

**Disclaimers**

It must be noted that ACSA reserves its right to:

1. Award the whole or a part of this tender;
2. Split the award of this tender;
3. Negotiate with all or some of the shortlisted bidders;
4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
5. To reject the lowest acceptable tender received; and/or
6. Cancel this tender.

**Validity Period**

1. ACSA requires a validity period of one hundred and twenty (120) business/working days for this tender.
2. 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.
Confidentiality of Information

i. 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 from the bidder whose information is sought. Furthermore;

ii. ACSA will not disclose the names of bidders until the tender process has been finalized.

iii. 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 consultation with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

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
Location of the Briefing Session

Figure 1: Locality map of the venue of the Site Briefing, East London Airport

Physical Address:

Venue: Main Admin Boardroom, First Floor
East London Airport
East London
Eastern Cape
5201
Notice to Tenderers

The following documents form part of this contract:

Volume 1: The NEC3 Term Service Contract (April 2013) issued by the South African Institution of Civil Engineering, which the tenderer shall purchase himself.

Volume 2: The Tender and Contract Document (this document), containing the Tender Notice, Tender Data and Tendering Procedures, Returnable Schedules, general and particular conditions of contract, Scope of the Works, project, Pricing Schedule, Form of Offer and Site Information, which is issued by the Employer.

The Employers Form of Acceptance and any correspondence from the selected tenderer, performance security guarantee and all issued addenda during the period of tender will also form part of this volume once a successful tenderer has been appointed.

Notes to Tenderers:

1. Volume 1 is obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House, 1685, Tel: (011) 805 5947, Fax (011) 805 5971, email: civilinfo@saice.org.za

2. Volume 2 is obtainable at tender stage at no charge by download from the National Treasury Departments Central Supplier Database, on www.etenders.gov.za, and contains Volume 2: The Project Document in PDF format.

3. At Contract Stage, Volume 2 and the Returnable Schedules will be a bound signed paper copy

4. Submission of Tender: the whole of Volume 2, together with all Returnable Documents, shall be signed and submitted, as the Offer from the Prospective Bidder.
**T1: Tendering Procedures**

**T1.2: Tender Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (see [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

<table>
<thead>
<tr>
<th>Clause number</th>
<th>Tender Data</th>
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</thead>
<tbody>
<tr>
<td>F.1</td>
<td>General</td>
</tr>
<tr>
<td>F.1.1</td>
<td>The Employer is the Airports Company South Africa.</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The documents listed below will form part of this contract. The tender documents issued by the employer comprise Volumes 1 and 2. <strong>Tenderers must submit the tender in the name of the company on whose behalf the Document was collected as per the signed Document Register.</strong> In the case of a Joint Venture, at least one of the partners should have collected the Documents in his or the Joint Venture’s name. The employer does not supply Volume 1. Tenderers are to acquire their own copies of these documents.</td>
</tr>
<tr>
<td></td>
<td><strong>VOLUME 1:</strong> The following NEC3, April 2013 documents:</td>
</tr>
<tr>
<td></td>
<td>Term Service Contract (TSC)</td>
</tr>
<tr>
<td></td>
<td><strong>VOLUME 2:</strong> Tender and Contract Document</td>
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<tr>
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<td><strong>The Tender:</strong></td>
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<td>Part T1: Tendering Procedures</td>
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<td>Part C2: Pricing Data</td>
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<td></td>
<td>Part C5: Annexures</td>
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</table>
Tenderer’s obligations

F.2.1 Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a SH class of construction work, are eligible to have their tenders evaluated.

Tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer.

Joint Ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the 2SH class of construction work;
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 2SH class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Board Regulations.

For alpha-numeric associated with the contractor Grading Designations see Annex G attached.

F.2.2 Add the following to F.2.8:
The Employer will **not** compensate the Tenderer for making a tender submission.

F.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. (T1.1 refers).

Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

Tenders will not be accepted from Tenderers who have not attended the compulsory site meeting.

F.2.8 Add the following to F.2.8:
See F.3.1 for clarification.

F.2.9 Add the following to F.2.9:
The Employer will provide Indemnity insurance; the Contractor shall be responsible for the excess.
Maintenance contractors are expected to have a cover for Public Liability insurance excess amounts:
- R25 000 for damage to 3rd party property
- R250 000 for damage to aircraft

Contractors should have in place their normal Contractor construction works insurances and/or All risk insurances, as they deem necessary for their businesses.

F.2.10 Add the following to F.2.10.3:
The rates and/or prices will **not** be subject to escalation.

F.2.12 The Employer will not be bound to accept any alternative tenders.

*No unauthorised alteration of this set of tender documents will be allowed. Any ambiguity has to be cleared with the contact person for the tender before tender closure.*

F.2.13.2 Add the following to F.2.13.2:
An electronic copy of the Bill of Quantities will be provided at a Tenderer’s request for the Tenderer’s own use.

This electronic copy of the Bill of Quantities **must not** be submitted in lieu of the priced copy required in terms of Clause F.2.13.2.

F.2.13.3 All returnable documents shall be submitted in printed format, written in black ink only and returned as original and one duplicate. The completed Bills of Quantities should also be submitted in electronic format (Excel).

F.2.13.4 Add the following after the first sentence of F.2.13.4:
The tender shall be signed by a person duly authorised to do so. Tenders submitted by Joint Ventures of two or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a public notary or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorised to represent and obligate it, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 F2.15.1 The address for delivery of tender offers and identification details to be shown on each tender offer package are:

**Location of tender box:** **ACSA Offices, 1st Floor Boardroom, East London Airport**

**Physical address:** **First Floor, East London Airport, East London, 5201**
**Identification details:**

- **Project name:** THE MAINTENANCE OF LANDSCAPING, GARDENS AND PLANTS AT EAST LONDON AIRPORT
- **Bid No.:** ELS 6010/2019/RFP
- **Closing Date:** Refer to T1.1: Tender Notice and Invitation to Tender
- **Time:** Refer to T1.1: Tender Notice and Invitation to Tender

A two-envelope procedure will not be followed.

**F.2.13.9** Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

**F.2.15** The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

**F.2.16** The tender offer validity period is **120 business/working days**.

**F.2.19** Add the following to F.2.19:

- Access shall be provided for inspections, tests and analysis, if so approved by the Employer.

**F.2.20** Add the following to F.2.20:

- The successful Tenderer will have to provide a guarantee as security and documentary proof that the necessary insurance policies required in terms of the Contract have been taken out and provide proof of premium payments to the satisfaction of the Employer.

**F.2.22** Add the following to F.2.22:

- Return all retained tender documents and drawings within 28 (twenty-eight) days of the expiry date of the validity period.

**F.2.23** The tenderer is required to submit with his tender (Refer to Part T2; Returnable Schedules):

<table>
<thead>
<tr>
<th>The tenderer must complete the following returnable documents:</th>
<th>Completed (tick)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Returnable Schedules required for tender evaluation purposes only</strong></td>
<td></td>
</tr>
<tr>
<td>A1: Certificate of Attendance at Site Briefing Meeting</td>
<td></td>
</tr>
<tr>
<td>A2: Record of Addenda to Tender Documents</td>
<td></td>
</tr>
<tr>
<td>A3: Certificate of Authority for Signatory</td>
<td></td>
</tr>
<tr>
<td>A4: Certificate of Authority for Joint Ventures (where applicable)</td>
<td></td>
</tr>
<tr>
<td>A5: SBD 4: Declaration of Interest</td>
<td></td>
</tr>
<tr>
<td>A6: SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</td>
<td></td>
</tr>
<tr>
<td>A7: SBD 6.2: Declaration certificate for local production and content for designated sectors</td>
<td></td>
</tr>
<tr>
<td>A8: SBD 8: Declaration of forbidden practices</td>
<td></td>
</tr>
</tbody>
</table>
A9: SBD 9: Certificate of Independent Bid Determination
A10: Schedule of the Tenderer’s Recent Experience related to this Maintenance Contracts / Projects
A11: Schedule of Current Commitments
A12: Bidders must be registered on Central Supplier Database (CSD) with the National Treasury
A13: Bidder’s company registration and ownership structure (shareholding)
A14: ACSA Terms and Conditions

2 Other documents required for tender evaluation purposes only
B1: Proof of registration for Bidder’s Letter of Good Standing with the Workers Compensation Commission
B2: Proof of relevant valid Construction Industry Development Board registration
B3: An original valid Tax Clearance Certificate issued by the South African Revenue Services.
B4: An original Bank Letter of good financial standing (Bank Rating) for the tender sum
B5: Transformation Declaration Form

3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract
C1: Enterprise Questionnaire
C2: Schedule of Proposed Subcontractors
C3: B-BBEE Verification Certificate
C4: CV’s of key personnel
C5: Operational Office
C6: Preliminary Health & Safety Plan
C7: Safety and Fire Rules
C8: Occupational Health and Safety Questionnaire
C9: Schedule of Information to be provided by Tenderer
C10: Proposed Amendments and Qualifications

5 C1 Agreement and Contract Data
6 C2 Pricing Data

F.3. The Employer’s undertakings
F.3.4 Tenders will be opened in public immediately after the closing time at the place and time stated in the Tender Notice and Invitation to Tender. (T1.1 refers).

F.3.8 Test for Responsiveness

Add the following to F.3.8:
This request for bids is only open to South African respondents who have are registered to do work in South Africa.

PHASE 1: Prequalification / Eligibility criteria

To be recognised as being responsive, Bidders are required to satisfy the following pre-qualification requirements:

a. To have a minimum B-BBEE Status Level of One to Four;
b. Must be a QSE/EME

c. To have 51% or more Black ownership. Black ownership may fall into any of the below categories:
   i. Black People
   ii. Black People who are youth
   iii. Black People who are women
   iv. Black People with disabilities
   v. A Cooperative owned by at least 51% black people;
   vi. Black people who are military veterans
   vii. Black people living in rural or underdeveloped areas or townships

The Bidder should be already established in the **Eastern Cape Province** for at least one year from the date of tender closure

**PHASE 2: MANDATORY ADMINISTRATION REQUIREMENTS**

Proposals that do not meet the following criteria will be disqualified and will not be evaluated:

1. Bidders must attend a compulsory site briefing session;
2. Bidders must accept ACSA’s Terms and Conditions of Bid;
3. Bidders / Lead Bidders in a JV must have a minimum CIDB grading of **2SH** or higher;
4. Proof of registration for Contractor’s Workers Compensation Commission

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<table>
<thead>
<tr>
<th>F.3.11</th>
<th><strong>Evaluation Criteria</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tender Evaluation: Points for functionality</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

Points allocated for Functionality shall be evaluated in accordance with the criteria as depicted below. Total functionality points allocated shall be 100. Tenderer must score **minimum score per each sub criteria** and an **overall minimum threshold of 60 points out of 100** is required to be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (80/20 split).
## PHASE 3: FUNCTIONALITY EVALUATION

### Functionality Evaluation Summary

<table>
<thead>
<tr>
<th>Description of Quality criteria</th>
<th>WQ</th>
<th>Sub criteria</th>
<th>Maximum Score</th>
<th>Minimum Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderer’s resource proposal</td>
<td>60</td>
<td>Qualifications</td>
<td>30</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Year of experience in similar works</td>
<td>30</td>
<td>18</td>
</tr>
<tr>
<td>Company experience:</td>
<td>40</td>
<td>References: in civil construction and / or</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>References and Experience</td>
<td></td>
<td>maintenance of civil engineering infrastructure.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Experience</td>
<td></td>
<td></td>
<td>20</td>
<td>12</td>
</tr>
</tbody>
</table>

### Tender’s Resource Proposal – 30 points

Resources Qualification (**Proof of qualification should be attached to the resource’s CV**)

<table>
<thead>
<tr>
<th>Herbicide Applicator</th>
<th>Points</th>
<th>Site Foreman / Supervisor</th>
<th>Points</th>
<th>Health and Safety Officer</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>NDip or higher in any Built Environment Qualification and Registration with the Dept. of Agriculture, Forestry and Fisheries</td>
<td>10</td>
<td>N4 / S1 or higher in any Built Environment Qualification</td>
<td>10</td>
<td>SACPCMP Certification or similar</td>
<td>10</td>
</tr>
<tr>
<td>Registration with the Dept. of Agriculture, Forestry and Fisheries</td>
<td>6</td>
<td>Matric</td>
<td>6</td>
<td>Substantial / relevant Regulatory training (typically 5 day training or longer)</td>
<td>6</td>
</tr>
<tr>
<td>Matric</td>
<td>1</td>
<td>Grade 11 or below</td>
<td>1</td>
<td>1 or 2 day training in OHS</td>
<td>1</td>
</tr>
</tbody>
</table>
Tender’s Resources Experience – 30 points
Detailed description of experience in herbicide application, landscaping and grass cutting work to be included in the CV. The experience to be considered for evaluation should be in line with the role or similar to the position mentioned below.

<table>
<thead>
<tr>
<th>Herbicide Applicator</th>
<th>Points</th>
<th>Site Foreman / Supervisor</th>
<th>Points</th>
<th>Health and Safety Officer</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 3 years</td>
<td>10</td>
<td>More than 7 years</td>
<td>10</td>
<td>More than 5 years</td>
<td>10</td>
</tr>
<tr>
<td>1 year but not more</td>
<td>6</td>
<td>5 years but not more than</td>
<td>6</td>
<td>3 years to 5 years of</td>
<td>6</td>
</tr>
<tr>
<td>Less than 1 year</td>
<td>1</td>
<td>Less than 5 years</td>
<td>1</td>
<td>Less than 3 years</td>
<td>1</td>
</tr>
</tbody>
</table>

Company References – 20 points
The Tenderer should provide proof of company references of similar works previously completed. The references should include work in herbicide application, landscaping and grass cutting. A minimum of 3 references is required to meet the minimum requirement. Bidders shall provide project value, project descriptions inclusive of detailed scope of works, for all successfully completed contracts in the last 10 years, with contactable references.

<table>
<thead>
<tr>
<th>References (20 Points)</th>
<th>Max Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 or more References</td>
<td>20</td>
</tr>
<tr>
<td>3 References</td>
<td>12</td>
</tr>
<tr>
<td>Less than 3 References</td>
<td>6</td>
</tr>
</tbody>
</table>

Experience – 20 points
Proven number of years’ experience of the company on similar scope of works, either through projects or maintenance work contracts. Respondents must complete the Table (Form A8) provided indicating their company work experience.

<table>
<thead>
<tr>
<th>Experience (20 points)</th>
<th>Max Score (20 points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years and above</td>
<td>20</td>
</tr>
<tr>
<td>3 to 5 years’ experience</td>
<td>12</td>
</tr>
<tr>
<td>Below 3 years</td>
<td>6</td>
</tr>
</tbody>
</table>
**Scoring Financial offers:**

The formula to be used to calculate the points for price is as follows:

$$Ps = 80 \times \left(1 - \frac{(Pt - Pmin)}{Pmin}\right)$$

where

- $Ps$ = Points score for price
- $Pt$ = Comparative price of Bid under consideration
- $Pmin$ = Comparative price of the lowest acceptable Bid

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:

**Preference point system:**

The Preference point system in terms of the Preferential Procurement Policy Framework Act, with 80 points reflecting price and 20 points reflecting B-BBEE recognition. ACSA will only accept the DTI criteria as proof of B-BBEE status.

Preference points will be allocated as follows:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

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.
<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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.</td>
</tr>
<tr>
<td>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 person that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-service provider is an EME that has the capability and ability to execute the sub-contract.</td>
</tr>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>
PHASE 4: PRICE AND B-BBEE STAGE

Only those tenderers who have successfully met the above-mentioned evaluation criteria will progress to this phase, the final stage of the evaluation process, which will be based on the 80:20 PPPFA Preferential Procurement Point System, i.e. 80 points are reserved for Price and 20 Points are reserved for the B-BBEE Recognition level.

The award of business will be made to a Bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the tender, etcetera.

The Tender Rates Evaluation Section below shall be completed for the purposes of price evaluation only. This will be a representative “basket of goods” for the purposes of evaluating the competitiveness of the rates offered under Part C2.

However, the Bidder must note that this shall not be the Contract value of this award.

This contract is a rate only contract, to a maximum value of R2,3 million rand including VAT and a term period of 3 years. The contract shall expire once the funds are depleted or the period lapses, whichever comes first.

Therefore, it is important for the Bidders to understand this to inform their pricing regime of the rates offered.

Prospective Bidders to attach Certified copy of valid B-BBEE Certificate to ensure correct allocation of points.

If the Bid is submitted by a JV or Consortium, a certified combined B-BBEE Certificate will be required.
PHASE 4: TENDER RATES EVALUATION

The Tender Rates Evaluation Section below shall be completed for the purposes of price evaluation. This will be a representative “basket of goods” for the purposes of evaluating the competitiveness of the rates offered under Part C2, to allow ACSA to compare the Bids.

However, the Bidder must note that this shall not be the Contract value of this award.

This contract is a rate only contract, to a maximum value of R2,3 million rand and a term period of 3 years. The contract shall expire once the funds are depleted or the period lapses, whichever comes first.

Therefore, it is important for the Bidders to understand this to inform their pricing regime of their rates.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT (AREA – m²)</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OHS Requirements, as per the OHS Act of 1993 and the Construction Regulation of 2014 (e.g. Uniforms and staff personal protective equipment)</td>
<td>Once off</td>
<td>Once off</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2a</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning area A*</td>
<td>Monthly, for an area of 4,032 m²</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2b</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area B*</td>
<td>Monthly, for an area of 1,282 m²</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2c</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area C*</td>
<td>Monthly, for an area of 3,962 m²</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2d</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning area D*</td>
<td>Monthly, for an area 14,678 m²</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2e</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area E*</td>
<td>Monthly, for an area of 7,243 m²</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2f</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area F*</td>
<td>Monthly, for an area of 4,523 m²</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5g</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area G*</td>
<td>Monthly, for an area of 4,888 m²</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2h</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area H*</td>
<td>Monthly, for an area of 3,723 m²</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Tree felling (per tree – as and when required)</td>
<td>Typically yearly*</td>
<td>Per tree</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Alien vegetation removal</td>
<td>Typically yearly*</td>
<td>1 m²</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL (EXCL VAT)**

Note to tenderers:

- *Refer to the Part P3 and P4, where the areas have been defined and described
- **This total value is for evaluation purposes only and shall not be carried over to the Form of Offer Page. This contract is a rate only contract, to a maximum value of R2,3 million rand including VAT and a term period of 3 years. The contract shall expire once the funds are depleted or the period lapses, whichever comes first.
<table>
<thead>
<tr>
<th>F.3.13.1</th>
<th><strong>Tender offers will only be accepted on condition that:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>The Bidders has adhered to the terms and condition of RFP;</td>
</tr>
<tr>
<td>b)</td>
<td>The tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</td>
</tr>
<tr>
<td>c)</td>
<td>The tenderer has not:</td>
</tr>
<tr>
<td>i.</td>
<td>abused the Client’s Supply Chain Management System; or</td>
</tr>
<tr>
<td>ii.</td>
<td>failed to perform on any previous contract and has been given a written notice to this effect; and</td>
</tr>
<tr>
<td>d)</td>
<td>Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Client or potentially comprise the tender process.</td>
</tr>
<tr>
<td>e)</td>
<td>This contract is a rate only contract, to a maximum value of <strong>R2,3 million rand</strong> and a term period of 3 years. The contract shall expire once the funds are expanded or the period lapses, whichever comes first.</td>
</tr>
</tbody>
</table>

| F.3.18 | **The number of paper copies of the signed contract to be provided by the employer is two.** |
1 ANNEX F

(Standard Conditions of Tender as contained in Annex F of Board Notice 86 of 2010 in Government Gazette No. 33239 of 28 May 2010)

2 STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

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

a) conflict of interest means any situation in which:
   i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
   ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) comparative offer means the tenderer’s financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis.
c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

**F.1.4 Communication and employer’s agent**

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

**F.1.5 The employer’s right to accept or reject any tender offer**

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.
F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1
Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

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

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

F.2 Tenderer’s obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of tendering

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

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.
F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

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

F.2.13 Submitting a tender offer

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

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

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

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as “ORIGINAL” and “COPY”. Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

F.2.15 Closing time

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

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

F.2.16 Tender offer validity

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

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

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.
F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, tests and analysis

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

F.2.20 Submit securities, bonds, policies, etc.

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

F.2.21 Check final draft

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

F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The Employer’s undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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

a) An individual firm or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) The new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) In the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, references claimed and time for completion for the main tender offer only.

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

F.3.5 Two-envelope system

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

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

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

a) Complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.
Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

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

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

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetical errors in:
   i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

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

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

a) Rank tender offers from the most favourable to the least favourable comparative offer.

b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.
F.3.11.3  Method 2: Financial offer and preference

In the case of a financial offer and preferences:

a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
b) Calculate the total number of tender evaluation points \( (T_{EV}) \) in accordance with the following formula:

\[
T_{EV} = N_{FO} + N_{P}
\]

where:  
\( N_{FO} \) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
\( N_{P} \) is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4  Method 3: Financial offer and quality

In the case of a financial offer and quality:

a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
b) Calculate the total number of tender evaluation points \( (T_{EV}) \) in accordance with the following formula:

\[
T_{EV} = N_{FO} + N_{Q}
\]

where:  
\( N_{FO} \) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  
\( N_{Q} \) is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.5  Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
b) Calculate the total number of tender evaluation points \( (T_{EV}) \) in accordance with the following formula, unless otherwise stated in the Tender Data:

\[
T_{EV} = N_{FO} + N_{P} + N_{Q}
\]

where:  
\( N_{FO} \) is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
c) Rank tender offers from the highest number of tender evaluation points to the lowest.
d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places
Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers
Score the financial offers of remaining responsive tender offers using the following formula:

\[ N_{FO} = W_{1} \times A \]

where:
- \( N_{FO} \) is the number of tender evaluation points awarded for the financial offer.
- \( W_{1} \) is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
- \( A \) is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of \( A \)

<table>
<thead>
<tr>
<th>Formula</th>
<th>Comparison aimed at achieving</th>
<th>Option 1(^a)</th>
<th>Option 2(^a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Highest price or discount</td>
<td>( A = (1 + \frac{(P - P_{m})}{P_{m}}) )</td>
<td>( A = P/P_{m} )</td>
</tr>
<tr>
<td>2</td>
<td>Lowest price or percentage commission/ fee</td>
<td>( A = (1 - \frac{(P - P_{m})}{P_{m}}) )</td>
<td>( A = P_{m}/P )</td>
</tr>
</tbody>
</table>

\(^a\) \( P_{m} \) is the comparative offer of the most favourable comparative offer. \( P \) is the comparative offer of the tender offer under consideration.

F.3.11.8 Scoring preferences
Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality
Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

\[ N_{Q} = W_{2} \times S_{Q}/M_{S} \]

where: \( S_{Q} \) is the score for quality allocated to the submission under consideration;
$M_2$ is the maximum possible score for quality in respect of a submission; and

$W_2$ is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data.

**F.3.12 Insurance provided by the employer**

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

**F.3.13 Acceptance of tender offer**

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**F.3.14 Prepare contract documents**

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between the employer and the successful tenderer.

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

**F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
F.3.18  Provide written reasons for actions taken

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

Alpha-numeric associated with the Contractor Grading Designations

Table G1: Contractor grading designations and associated parameters

<table>
<thead>
<tr>
<th>Contractor Grading Designation</th>
<th>Less than or equal to (R)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 (class of construction works)</td>
<td>200 000</td>
</tr>
<tr>
<td>2 (class of construction works)</td>
<td>650 000</td>
</tr>
<tr>
<td>3 (class of construction works)</td>
<td>2 000 000</td>
</tr>
<tr>
<td>4 (class of construction works)</td>
<td>4 000 000</td>
</tr>
<tr>
<td>5 (class of construction works)</td>
<td>6 500 000</td>
</tr>
<tr>
<td>6 (class of construction works)</td>
<td>13 000 000</td>
</tr>
<tr>
<td>7 (class of construction works)</td>
<td>40 000 000</td>
</tr>
<tr>
<td>8 (class of construction works)</td>
<td>130 000 000</td>
</tr>
<tr>
<td>9 (class of construction works)</td>
<td>No Limit</td>
</tr>
</tbody>
</table>

Table G2: Classes of construction work (see next page)
<table>
<thead>
<tr>
<th>Description</th>
<th>Designation</th>
<th>Definition</th>
<th>Basic works types</th>
<th>Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civil engineering works</td>
<td>CE</td>
<td>Construction works that are primarily concerned with materials such as steel, concrete, earth and rock and their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure.</td>
<td>Water, sewerage, roads, railways, harbours and transport, urban development and municipal services</td>
<td>Structures such as a cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, silo or tunnel. The results of operations such as dredging, earthworks and geotechnical processes. Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines.</td>
</tr>
<tr>
<td>Electrical engineering works (Infrastructure)</td>
<td>EP</td>
<td>Construction works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure: a) relating to the generation, transmission and distribution of electricity;</td>
<td>Electrical power generation, transmission, control and distribution equipment and systems.</td>
<td>Power generation Street and area lighting Substations and protection systems Township reticulations Transmission Lines Supervisory control and data acquisition systems.</td>
</tr>
<tr>
<td>Electrical engineering works (buildings)</td>
<td>EB</td>
<td>Construction works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction.</td>
<td>All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction.</td>
<td>Electrical installations in buildings Electrical reticulations within a plot of land (erf) or building site Standby plant and uninterrupted power supply Verification and certification of electrical installations on premises.</td>
</tr>
<tr>
<td>Description</td>
<td>Designation</td>
<td>Definition</td>
<td>Basic works types</td>
<td>Examples</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>General building works</td>
<td>GB</td>
<td>Construction works that:</td>
<td>Buildings and ancillary works other than those categorised as being:</td>
<td>Buildings for domestic, industrial, institutional or commercial occupancies</td>
</tr>
<tr>
<td></td>
<td></td>
<td>a) are primarily concerned with the development, extension, installation, renewal, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works.</td>
<td>c) civil engineering works; d) electrical engineering works; e) mechanical engineering works; or f) specialist works.</td>
<td>Car ports</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Fences other than classified as SS</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Stores</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Walls</td>
</tr>
<tr>
<td>Mechanical engineering works</td>
<td>ME</td>
<td>Construction works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and, materials handling</td>
<td>Machine systems including those relating to the environment of building interiors: a) gas transmission and distribution systems b) pipelines c) solid waste disposal d) materials handling, lifting machinery, heating, ventilation and cooling, pumps, e) continuous process systems f) chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes</td>
<td>Air-conditioning and mechanical ventilation Boiler installations and steam distribution Central heating Centralised hot water generation Cranes and hoists Dust and sawdust extraction Compressed air, gas and vacuum installations Conveyor and materials handling installations Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances and other chemical processes Kitchen equipment Laundry equipment Lift installations and escalators Refrigeration and cold rooms Waste handling systems (including</td>
</tr>
<tr>
<td>Description</td>
<td>Designation</td>
<td>Definition</td>
<td>Basic works types</td>
<td>Examples</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Specialist works</td>
<td>SB</td>
<td>A subset of construction works identified and defined by the Board that involves specialist capabilities for its execution</td>
<td>The extension, installation, repair, maintenance or renewal, or removal, of asphalt</td>
<td>The development, extension, installation, removal, and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support</td>
</tr>
<tr>
<td></td>
<td>SC</td>
<td></td>
<td>The development, extension, installation, repair, renewal, removal, or alteration of corrosion protection systems (cathodic, anodic and electrolytic)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SD</td>
<td></td>
<td>Demolition of buildings and engineering infrastructure and blasting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SF</td>
<td></td>
<td>The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SG</td>
<td></td>
<td>The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SH</td>
<td></td>
<td>The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural construction</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SI</td>
<td></td>
<td>The development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration or, dismantling of lifts, escalators, travellators and hoisting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SJ</td>
<td></td>
<td>The development, installation, removal, or dismantling, as relevant, of piles and other specialized foundations for buildings and structures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SK</td>
<td></td>
<td>The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SL</td>
<td></td>
<td>The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SM</td>
<td></td>
<td>Timber buildings and structures</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SN</td>
<td></td>
<td>The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SO</td>
<td></td>
<td>The development, extension, installation, renewal, removal, alteration or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (water supply, plumbing)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SQ</td>
<td></td>
<td>The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing</td>
<td></td>
</tr>
</tbody>
</table>
Part T2: Returnable Documents

T2.1 List of Returnable Documents
T2.2 Returnable Schedules
T2: Returnable Documents

T2.1: List of Returnable Documents

<table>
<thead>
<tr>
<th>The tenderer must complete the following returnable documents:</th>
<th>Completed (tick)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1 Returnable Schedules required for tender evaluation purposes only</strong></td>
<td></td>
</tr>
<tr>
<td>A1: Certificate of Attendance at Site Briefing Meeting AND Site Inspection</td>
<td></td>
</tr>
<tr>
<td>A2: Record of Addenda to Tender Documents</td>
<td></td>
</tr>
<tr>
<td>A3: Certificate of Authority for Signatory</td>
<td></td>
</tr>
<tr>
<td>A4: Certificate of Authority for Joint Ventures (where applicable)</td>
<td></td>
</tr>
<tr>
<td>A5: SBD 4: Declaration of Interest</td>
<td></td>
</tr>
<tr>
<td>A6: SBD 6.1: Preference Points Claim Form in terms of the Preferential Procurement Regulations 2017</td>
<td></td>
</tr>
<tr>
<td>A7: SBD 6.2: Declaration certificate for local production and content for designated sectors</td>
<td></td>
</tr>
<tr>
<td>A8: SBD 8: Declaration of forbidden practices</td>
<td></td>
</tr>
<tr>
<td>A9: SBD 9: Certificate of Independent Bid Determination</td>
<td></td>
</tr>
<tr>
<td>A10: Schedule of the Tenderer's Recent Experience related to this Maintenance Contracts / Projects</td>
<td></td>
</tr>
<tr>
<td>A11: Schedule of Current Commitments</td>
<td></td>
</tr>
<tr>
<td>A12: Bidders must be registered on CSD (Central Data Base from National Treasury)</td>
<td></td>
</tr>
<tr>
<td>A13: Bidder ownership structure (Organogram)</td>
<td></td>
</tr>
<tr>
<td>A14: ACSA's Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td><strong>2 Other documents required for tender evaluation purposes only</strong></td>
<td></td>
</tr>
<tr>
<td>B1: Proof of registration for Bidder’s Letter of Good Standing with the Workers Compensation Commission</td>
<td></td>
</tr>
<tr>
<td>B2: Proof of relevant valid Construction Industry Development Board registration</td>
<td></td>
</tr>
<tr>
<td>B3: An original valid Tax Clearance Certificate issued by the South African Revenue Services.</td>
<td></td>
</tr>
<tr>
<td>B4: An original Bank Letter of good financial standing (Bank Rating) for the tender sum</td>
<td></td>
</tr>
<tr>
<td>B5: Transformation Declaration Form</td>
<td></td>
</tr>
<tr>
<td><strong>3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract</strong></td>
<td></td>
</tr>
<tr>
<td>C1: Enterprise Questionnaire</td>
<td></td>
</tr>
<tr>
<td>C2: Schedule of Proposed Subcontractors</td>
<td></td>
</tr>
<tr>
<td>C3: B-BBEE Verification Certificate</td>
<td></td>
</tr>
<tr>
<td>C4: CV's of key personnel</td>
<td></td>
</tr>
<tr>
<td>C5: Operational Office</td>
<td></td>
</tr>
<tr>
<td>C6: Preliminary Health &amp; Safety Plan</td>
<td></td>
</tr>
<tr>
<td>C7: Safety and Fire Rules</td>
<td></td>
</tr>
<tr>
<td>C8: Occupational Health and Safety Questionnaire</td>
<td></td>
</tr>
<tr>
<td>C9: Schedule of Information to be provided by Tenderer</td>
<td></td>
</tr>
<tr>
<td>C10: Proposed Amendments and Qualifications</td>
<td></td>
</tr>
<tr>
<td><strong>5 C1 Agreement and Contract Data</strong></td>
<td></td>
</tr>
<tr>
<td><strong>6 C2 Pricing Data</strong></td>
<td></td>
</tr>
</tbody>
</table>

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.

**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.
T2: Returnable Documents

T2.2: Returnable Schedules

FORM A1: SITE BRIEFING SESSION AND SITE INSPECTION FORM

This is to certify that:

Bidder Name ____________________________

Attended the Site Briefing session which was held on ________ of __________________ 201____.

Bidder was represented by:

Name:
Designation:
Address:
Email:
Tel number:

This certification is made on behalf of ACSA by:

Name:
Designation:
Signature:
Date:
FORM A2: RECORD OF ADDENDA TO TENDER DOCUMENT

This is to certify that:

The Bidder confirms that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required

Signed: __________________________  Date: __________________________

Name: __________________________  Position: _______________________

Bidder: ___________________________________________________________________
FORM A3: CERTIFICATE OF AUTHORITY OF SIGNATORY

This is to certify that:

The signatory has been duly authorised to sign all documents in connection with this tender and any contract which may arise therefrom on behalf of the Bidder.

An example is shown below:

"By resolution of the board of directors taken on ............................................................. 20 ..............
Mr/Ms ......................................................................................................................................................
has been duly authorized to sign all documents in connection with this tender and
any contract which may arise therefrom on behalf of
(block capitals) ........................................................................................................................................

Signed on behalf of Company: .................................................................................................................
In his/her capacity as: ...............................................................................................................................
Date: ..........................................................................................................................

Signatory of Authority: .................................................................

Witnesses:

Signature: __________________________ Signature: __________________________
Name: _____________________________ Name: _______________________________
FORM A4: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)

This Returnable Schedule is to be completed only by joint ventures in addition to Form A3 for each JV member.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise:

Mr/Ms:

……………………………………………………………………………………………………………………………;

authorised signatory of the company:

……………………………………………………………………………………………………………………………;

acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>DULY AUTHORISED SIGNATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead partner</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Signature: …………………</td>
</tr>
</tbody>
</table>
|              |         | Name: ………………………
|              |         | Designation: …………………|
|              |         | Signature: …………………   |
|              |         | Name: ………………………
|              |         | Designation: …………………|

Signed: __________________________ Date: __________________________

Name: __________________________ Position: __________________________

Bidder: ___________________________________________________________________
FORM A5: SBD 4: DECLARATION OF INTEREST

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

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

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

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

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

2.2 Identity Number: …………………………………………………………………………………………………………………………………………………………………………………………………………………

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

2.4 Company Registration Number: …………………………………………………………………………………………………………………………………………………………………………………………………………………

2.5 Tax Reference Number: …………………………………………………………………………………………………………………………………………………………………………………………………………………………………

2.6 VAT Registration Number: …………………………………………………………………………………………………………………………………………………………………………………………………………………

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder / member: ..................................................
Name of state institution at which you or the person connected to the bidder is employed: ..................................................
Position occupied in the state institution: ..................................................

Any other particulars:
..................................................................................................................
..................................................................................................................
..................................................................................................................

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

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

2.9.1 If so, furnish particulars:
..................................................................................................................
..................................................................................................................
..................................................................................................................

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

2.10.1 If so, furnish particulars:
..................................................................................................................
..................................................................................................................
..................................................................................................................

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies? YES/NO
whether or not 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 Tax Reference Number</th>
<th>State Employee Number / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<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 IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………..……………………………………………
Signature                                      Date

…………………………………..……………………………………………
Position                                        Name of bidder

May 2011
FORM A6: SBD 6.1

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

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


1. GENERAL CONDITIONS

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

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

1.2 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.

1.3 Preference points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 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.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim 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
“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:

\[ \text{Ps} = 80 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}} \right) \]

Where

\( Ps \) = Points scored for comparative price of bid under consideration

\( Pt \) = Comparative price of bid under consideration

\( P_{\text{min}} \) = Comparative price of lowest acceptable bid

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>
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<tr>
<td>4</td>
<td>5</td>
<td>12</td>
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<td>5</td>
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<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</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-BBEE 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

<table>
<thead>
<tr>
<th>WITNESSES</th>
<th>SIGNATURE(S) OF BIDDERS(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ....................</td>
<td></td>
</tr>
<tr>
<td>2. ....................</td>
<td></td>
</tr>
</tbody>
</table>

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

\[ LC = \left(1 - \frac{x}{y}\right) \times 100 \]

Where

- \( x \) is the imported content in Rand
- \( y \) is the bid price in Rand excluding value added tax (VAT)

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


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

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

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>______%</td>
</tr>
<tr>
<td></td>
<td>______%</td>
</tr>
<tr>
<td></td>
<td>______%</td>
</tr>
</tbody>
</table>
3. Does any portion of the goods or services offered have any imported content? 
*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

IN RESPECT OF BID NO. ........................................................................................................

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

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

NB

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

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ............................................................................................................ (full names),
do hereby declare, in my capacity as .....................................................................................
of .........................................................................................................................................(name of bidder entity), the following:
(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:
   
   (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid price, excluding VAT (y)</td>
<td>R</td>
</tr>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITNESS No. 1</td>
<td>DATE:</td>
</tr>
<tr>
<td>WITNESS No. 2</td>
<td>DATE:</td>
</tr>
</tbody>
</table>
FORM A8: SBD 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 ____________________________ 201_____

Name:  

Designation:  

Signature:  

<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>
FORM A9: 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 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________
(Bid Number and Description)

in response to the invitation for the bid made by:
______________________________________________________________________________
(Name of Institution)

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

I certify, on behalf of:_______________________________________________________that:

________________________________________________________________________
(Name of Bidder)
1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

Position .......................................................... Name of Bidder .................................. Js914w 2
FORM A10: SCHEDULE OF THE TENDERER’S RECENT EXPERIENCE RELATED TO THIS CONTRACT

The following is a statement of similar work successfully executed by me / ourselves over the past 10 years:

<table>
<thead>
<tr>
<th>No.</th>
<th>Project/Contract</th>
<th>Client</th>
<th>Start Date (M/Y)</th>
<th>Duration (months)</th>
<th>Contact Person and Number</th>
<th>Value of wok</th>
</tr>
</thead>
</table>

(Attach additional information to this page)

Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause F3.8

Signed: __________________________  Date: __________________________

Name: __________________________  Position: _______________________

Bidder: _____________________________________________________________________
FORM A11: Schedule of Current Commitments

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

<table>
<thead>
<tr>
<th>No.</th>
<th>Project/Contract</th>
<th>Client</th>
<th>Contact Person and Number</th>
<th>Start Date (M/Y) and End Date</th>
<th>Duration (months)</th>
<th>Value of work</th>
</tr>
</thead>
</table>

Signed: ____________________________  Date: ____________________________

Name: ____________________________  Position: ____________________________

Bidder: __________________________________________________________________

---

TENDER REFERENCE NUMBER: ELS 6010/2019/RFP
FORM A12: REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

This is to Certify that:

The Bidder’s is registered with the Department of National Treasury’s Central Supplier Database.

Please attach proof of valid registration on CSD to this page.

Signed: __________________________          Date: __________________________

Name: __________________________          Position: __________________________

Bidder: _____________________________________________________________________
FORM A13: BIDDER OWNERSHIP STRUCTURE

<table>
<thead>
<tr>
<th>Name of Entity</th>
<th>Black Ownership Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Where the Bidder is less than 51% Black owned, please confirm contract split minimum of 40% of contract value should be allocated to a 100% black owned QSE/EME

<table>
<thead>
<tr>
<th>Name of Entity</th>
<th>Contract allocation value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed: ____________________________  Date: ____________________________
Name: ____________________________  Position: ____________________________
Bidder: ____________________________________________________________________
FORM A14: ACSA TERMS AND CONDITIONS

This RFP is open to South African Registered Bidders and overseas. All legal requirements for tax and customs must be observed and the cost is for the bidder.

ACSA reserves the right to award the contract on the basis of RFP submitted or to negotiate at the option of ACSA terms and conditions suitable to this RFP; and by submission of its RFP the proposer agrees to be legally bound thereby if its RFP is accepted by ACSA.

ACSA or its duly appointed representatives shall be the sole adjudicators of the RFP s received. The decision shall be final and no discussion or correspondence regarding the reason for the acceptance or rejection of any RFP will be furnished except as required by law.

ACSA shall not be liable for any expense incurred by any proposer in the preparation and submission of its RFP.

If the RFP has been awarded on the strength of information furnished by a proposer, which information proves to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:

(a) Recover from the relevant proposer all costs, losses or damages incurred by it as a result of the award and/or

(b) Cancel the award of the RFP and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.

If a written contract has been concluded between the parties and ACSA exercises the right to cancel such contract, the proposer shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of such cancellation and having to make alternative arrangements. ACSA shall furthermore have the right to recover such losses, damages or additional costs by means of set off against monies due or which may become due to the proposer in terms of the said contract. Otherwise ACSA may process a claim in terms of a performance bond provided for due fulfillment of the contract by the proposer.

Until such time as the amount of such losses, damages or additional costs have been determined, ACSA shall retain such monies for any loss or damage, which ACSA may suffer or has suffered.

If ACSA and the successful proposer fail to enter into and execute a formal written contract within thirty (30) days of the award as a result of the proposer’s failure to comply with the representation made in his/her RFP, then the RFP may be deemed null and void. ACSA’s aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages.

ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any proposer or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All RFP s are submitted at the entire risk of the proposer.

All agreements arising from RFP s submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA in accordance with applicable laws and policy.
ACSA reserves the right to postpone the closing date for submission of RFPs or to withdraw the RFP at any time.

Works must be executed in the name of the business actually tendering to perform the supply, installation and maintenance, and if awarded the contract it must be signed by an authorised representative of the proposer. In the case of a joint venture or partnership, evidence of such authorisation from all members must be included. In the case of a joint venture RFP, officers authorised by both entities must sign the RFP form. The address and telephone numbers of the proposer must appear in B-BBEE Vendor form.

The foreign exchange values for the imported content shall be indicated in the country of source and in US Dollar. The exchange rates used in calculating the SA Rand value must be clearly stated in the Schedule of rates, in the RFP.

The following is of utmost importance to ensure the smooth and efficient payment of invoices:

✓ Ensure that a proper procurement process was followed and a PO number is obtained before any goods are delivered or services are rendered.

✓ The above PO number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a PO number. Even if you have a signed contract with ACSA, you STILL need a PO number. Please ensure that you receive a PO number from ACSA which you then can quote on all your invoices that relate to that contract.

✓ An invoice will only be accepted at the Contact Centre if it has an ACSA Purchase Order (PO) number. Invoices without a PO number will be returned directly to the supplier, and will not be forwarded to the SSC for processing.

✓ Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered or the service rendered.

✓ Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to invoices.acsa@airports.co.za. The original invoice should not be handed to business.

✓ Ensure that you obtain a reference number for your invoice submission as you would require this number for any future correspondence and as proof of submission.

✓ Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.

✓ Payment by means of Electronic funds transfers.

✓ At present Airports Company South Africa affects all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques any more.

✓ Invoices will be paid on the last working day of the month following the invoice date e.g. if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.

✓ Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to suppliers@acsa.co.za in order to ensure that your payment is made in time.
✓ If you have been paid historically via cheque, you need to ensure that you submit your correct banking details to us to be loaded on our system. Please in this instance ensure that you do the following:

  o Email a copy of a cancelled cheque to suppliers@acsa.co.za as proof of your banking details

The RFP Submission shall be in English.

**Binding Arbitration Provision**

It is a condition of participation in this RFP process and the proposer and ACSA agree that should any dispute or difference arise between any proposer and ACSA:

- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under.

- Concerning any aspect of the RFP process to anything done or decided there under: or

- Concerning the validity of the award of the RFP to any proposer or the failure to award same to any proposer, then such dispute or difference shall be finally resolved by arbitration.

Such arbitration shall be by a single arbitrator who shall be:

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).

- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.

- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.

- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.

- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.

- The arbitration shall be held in Johannesburg in the English language.

**RFP Acceptance**

- ACSA reserves the right to reject:-
  a. Incomplete RFP s
  b. Late RFP s
c. Conditional RFPs.
d. Non-compliant RFPs with one or more of the procedural and administrative criteria.

- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.

- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.

- Proposers may include with their RFPs any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.

- ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.

- Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

<table>
<thead>
<tr>
<th>ACCEPT ☐</th>
<th>ACCEPT WITH AMENDMENT/S ☐</th>
<th>DO NOT ACCEPT ☐</th>
</tr>
</thead>
</table>

COMPANY NAME:______________________________________________________________

REPRESENTATIVE NAME AND SURNAME:____________________________________________

SIGNATURE:_________________________________________________________________

DATE:_______________________________________________________________________
FORM B1: PROOF OF REGISTRATION FOR CONTRACTOR’S WCA REGISTRATION

This is to certify that:

The Bidder is registered and is in good standing with a compensation insurer who is approved by the Department of Labour, in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

Please attach proof of registration.

Signed: __________________________  Date: __________________________

Name: __________________________  Position: _______________________

Bidder: ________________________________________________________
FORM B2: PROOF OF RELEVANT VALID CONSTRUCTION INDUSTRY DEVELOPMENT BOARD REGISTRATION

This is to certify that:

The Bidder is registered and has the minimum CIDB grading of 2SH or higher.

Please attach proof of CIDB registration.

Signed: ___________________________  Date: ___________________________

Name: ___________________________  Position: ___________________________

Bidder: ___________________________________________________________________
FORM B3: VALID TAX CLEARANCE CERTIFICATE

This is to certify that:

The Bidder’s Tax Matters have been declared in order by the South African Revenue Services.

Please attach an original valid Tax Clearance Certificate issued by the South African Revenue Services.

Signed: __________________________  Date: __________________________

Name: __________________________  Position: __________________________

Bidder: ______________________________________________________________________
FORM B4: AN ORIGINAL BANK LETTER OF GOOD FINANCIAL STANDING (BANK RATING) FOR THE TENDER SUM

This is to certify that:

The Bidder is in Good Financial Standing for the Tender Sum.

<table>
<thead>
<tr>
<th>Information to be included in bank letter of good financial standing:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Report on : (Tenderer’s Name)</td>
</tr>
<tr>
<td>Account No :</td>
</tr>
<tr>
<td>Bank :</td>
</tr>
<tr>
<td>Bank Code :</td>
</tr>
<tr>
<td>Amount : (Tender value)</td>
</tr>
<tr>
<td>Duration : 6 months</td>
</tr>
</tbody>
</table>

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

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

Signed: __________________________ Date: __________________________

Name: __________________________ Position: __________________________

Bidder: ___________________________________________________________
FORM B5: ACSA’S TRANSFORMATION DECLARATION FORM

This is to certify that:

The Bidder will be committed to ACSA’s transformation objectives, as far as possible.

I (full name) __________________________________________________________________

From (Organization) ___________________________________________________________

In my Capacity as __________________________________________

declares that we commit to following ACSA Transformation Strategy in the areas outlined below herein.

Please indicate by marking a **YES** – where the Contractor commits or a **NO** where the Contractor does not commit to the action.

<table>
<thead>
<tr>
<th>Transformation Imperative</th>
<th>Description</th>
<th>Contractor Commitment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local employment</td>
<td>The Contractor commits that skills and local personnel shall be appointed from the local community.</td>
<td>Yes</td>
</tr>
<tr>
<td>Local content</td>
<td>The Contractor shall endeavour to consider South African designs, material and equipment in the maintenance work of the actions required, in line with the National Treasury guidelines and regulations.</td>
<td></td>
</tr>
<tr>
<td>Skills Development</td>
<td>The Contractor may submit a skills development that they commit to uphold in this project, considering the nature and duration of the project, as far as is practically possible.</td>
<td></td>
</tr>
<tr>
<td>Local Office</td>
<td>The Bidder shall already be established in the Eastern Cape Area for at least a year from the date of tender closure.</td>
<td></td>
</tr>
<tr>
<td>Localisation</td>
<td>The Contractor must, as far as practically possible, procure goods and services from the local market.</td>
<td></td>
</tr>
</tbody>
</table>
Signed at _____________________________ On this day ___________________________ 2019

Signature: ____________________________ Date: _______________________________

Capacity: ______________________________

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

**Section 1:** Name of enterprise: 

**Section 2:** VAT registration number, if any:

**Section 3:** CIDB registration number, if any:

**Section 4:** Particulars of sole proprietors and partners in partnerships

<table>
<thead>
<tr>
<th>Name*</th>
<th>Identity number*</th>
<th>Personal income tax number*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

**Section 5:** Particulars of companies and close corporations

- Company registration number
- Close corporation number
- Tax reference number

**Section 6:** Record in the service of the state

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

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

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

<table>
<thead>
<tr>
<th>Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

*Insert separate page if necessary
Section 7: Record of spouses, children and parents in the service of the state

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

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

<table>
<thead>
<tr>
<th>Name of spouse, child or parent</th>
<th>Name of institution, public office, board or organ of state and position held</th>
<th>Status of service (tick appropriate column)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current Within last 12 months</td>
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</table>

*insert separate page if necessary

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed: __________________________ Date: __________________________

Name: __________________________ Position: __________________________

Bidder: _____________________________________________________________________
FORM C2: SCHEDULE OF PROPOSED SUB-CONTRACTORS

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

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

<table>
<thead>
<tr>
<th>Name and address of proposed Subcontractor</th>
<th>Nature, extent and approximate value of work to be sub-contracted</th>
<th>Previous experience with Subcontractor (attach details)</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

(Attach additional information to this page)

Signed: ____________________________  Date: ____________________________

Name: ____________________________  Position: ________________________________

Bidder: __________________________________________________________________
FORM C3: VALID B-BBEE CERTIFICATE

Notes to tenderer:

1. The tenderer shall attach to this form a certified B-BBEE Verification Certificate, plus 1 certified copy, in accordance with the Construction Sector Codes of Practice promulgated in Gazette 32505 on 5 June 2009 (see F.3.11 of the tender data).

2. The B-BBEE Verification Certificates must be issued by Accredited Verification Agencies or Verification Agencies that are in possession of a valid pre-assessment letter from the South African National Accreditation System.

3. In the event of a joint venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be attached.

4. The attached verification certificate and the associated assessment report shall identify:
   a) The name and domicilium citandi et executandi of the tenderer.
   b) The registration and VAT number of the tenderer.
   c) The dates of granting of the B-BBEE score and the period of validity.
   d) The expiry date of the verification certificate.
   e) A unique identification number.
   f) The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer.
   g) The name and/or mark/logo of the B-BBEE verification agency or registered auditor.
   h) The scorecard (Generic, QSE, Exempt) against which the tenderer has been measured.
   i) The B-BBEE status level.
   j) The SANAS logo of the Verification Agency.
   k) The B-BBEE procurement recognition level.
   l) The score achieved per B-BBEE element.
   m) The % black shareholding.
   n) The % black women shareholding.
   o) The value added status of the tenderer.

Signed: ___________________________ Date: ___________________________

Name: ___________________________ Position: ___________________________

Bidder: ___________________________________________________________________

(Attach certificate to this page)
FORM C4: CV’S OF KEY PERSONNEL

Note to Tenderer:
When completing this schedule, Tenderer’s must take cognizance of the evaluation criteria as described in the Tender Evaluation Criteria, as described in the Tender Data, Part T1.2, Clause F3.8.

Compulsory detailed CV’s are required for the following:

- Site Foreman / Supervisor, who will be on site full time when works are executed and who will be the Primary Person (liaison with ACSA Service Manager)
- Herbicide Applicator,
- Health and Safety Officer, as contemplated in the OHS Act and 2014 Regulations

The full CV’s are to be attached to the relevant pages and, in addition, the following summaries are to be completed for each of the above key personnel members.

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname</td>
<td></td>
</tr>
<tr>
<td>Nationality</td>
<td></td>
</tr>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td>Current Residence</td>
<td></td>
</tr>
<tr>
<td>Highest Education</td>
<td></td>
</tr>
</tbody>
</table>

Major experience in previous 10 years:

<p>| |</p>
<table>
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</tr>
</tbody>
</table>

(Attach additional information to this page)
Commitment to the Project

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: __________________________  Date: __________________________

Name: __________________________  Position: __________________________

Bidder: _____________________________________________________________________
# FORM C4: CV'S OF KEY PERSONNEL (CONT)

## THE HERBICIDE APPLICATOR

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname</td>
<td></td>
</tr>
<tr>
<td>Nationality</td>
<td></td>
</tr>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td>Current Residence</td>
<td></td>
</tr>
</tbody>
</table>

| Highest Education |  |

**Major experience in previous 10 years:**

(Attach additional information to this page)

### Commitment to the Project

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: __________________________ Date: __________________________

Name: __________________________ Position: __________________________

Bidder: ___________________________________________________________________
## FORM C4: CV’S OF KEY PERSONNEL (CONT)

### HEALTH AND SAFETY OFFICER

<table>
<thead>
<tr>
<th>Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Surname</td>
<td></td>
</tr>
<tr>
<td>Nationality</td>
<td></td>
</tr>
<tr>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td>Current</td>
<td></td>
</tr>
<tr>
<td>Residence</td>
<td></td>
</tr>
<tr>
<td>Highest</td>
<td></td>
</tr>
<tr>
<td>Education</td>
<td></td>
</tr>
</tbody>
</table>

**Major experience in previous 10 years:**

(Attach additional information to this page)

**Commitment to the Project**

The undersigned commits him/her to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of the entire project.

Signed: __________________________  Date: __________________________

Name: __________________________  Position: __________________________

Bidder: _____________________________________________________________________
FORM C5: PROOF OF LOCAL / OPERATIONAL OFFICE (ADDRESS)

This is to certify that:

The Bidder is already be established in the Eastern Cape Area for at least a year back from the date of tender closure.
The Bidder should be able to supply proof, of the time period of being established in the Eastern Cape. This can be a Municipal Account statement or a Lease, for example.

Please provide address of the contractor:

Physical address:
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
Postal address:
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
______________________________________________________________
Email:
______________________________________________________________
Telephone
______________________________________________________________
Fax:
______________________________________________________________

Signed: __________________________  Date: __________________________
Name: __________________________  Position: _______________________
Bidder: _____________________________________________________________________
FORM C6: PRELIMINARY HEALTH AND SAFETY PLAN

Note to Tenderer:

When completing this schedule, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Section T1.2, Clause F3.8.

(See Part C5.1, Occupational Health and Safety Specifications)

Attach a signed copy of the Plan to this page. Any Occupational Health and Safety certification by a recognised international body must be stated and proof attached.

Acceptance of ACSA’s Terms and Conditions in terms of Occupational Health and Safety

I, ____________________________________________ (name & surname)

of

________________________________________________________ (company)

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

Signed: ____________________________________________

On this date: __________________________(dd/mm/yyyy)

At: ____________________________________________

Signed: ____________________________ Date: ____________________________

Name: ____________________________ Position: ____________________________

Bidder: _____________________________________________________________________
SAFETY AND FIRE RULES FOR CONTRACTORS ON THE PREMISES

(i) 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.

(ii) All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met.

(iii) Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided prior to signing of the contract or commencement of work.

(iv) The Contractor’s Workmen’s Compensation fees must be up to date. A copy of Contractor’s WCA registration shall be produced on request. WCA Registration No. of the Contractor

(v) The following areas in the company are declared as “HOT WORK PERMIT” areas:

<table>
<thead>
<tr>
<th>AREA</th>
<th>PERSON RESPONSIBLE TO ISSUE PERMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>All airside areas</td>
<td>Fire and Safety department</td>
</tr>
<tr>
<td>All basement areas</td>
<td>Fire and Safety department</td>
</tr>
<tr>
<td>All areas accessible to the public</td>
<td>Fire and Safety department</td>
</tr>
<tr>
<td>All enclosed areas</td>
<td>Fire and Safety department</td>
</tr>
<tr>
<td>The Terminal building</td>
<td>Fire and Safety department</td>
</tr>
</tbody>
</table>

Any process in the above mentioned areas involving open flames, sparks or heat shall be authorised by the issue of a permit to work, obtained from the company officials designated as permit issuer for the relevant area. Any work done under the protection of a permit to work shall be in strict compliance with every prescription on the permit.

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

(vii) All work shall be done during normal working hours, unless otherwise instructed or agreed in writing.

(viii) All Contractor employees shall familiarise themselves with the existing emergency procedures and co-operate in any drills or exercises, which might be held. Emergency/fire equipment and extinguishers shall not be obstructed at any time.

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

(x) 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 prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

(xi) The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
(xii) The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or product 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 entering, leaving or parked on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit searches may not bring any such items or vehicles onto the premises.

(Attach additional information to this page)

Signed: __________________________  Date: __________________________

Name: __________________________  Position: __________________________

Bidder: ____________________________________________________________
**FORM C8: OCCUPATIONAL HEALTH AND SAFETY QUESTIONNAIRE**

1. **OCCUPATIONAL HEALTH AND SAFETY POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT**
   1.1 Do you have an Occupational Health and Safety Policy?
   Is this signed by the senior executive?
   Please supply copy of this policy (attach to this form).

   1.2 Does an Occupational Health and Safety structure exist in your company?
   Please provide details (attach to this form).

   1.3 Are senior and middle management actively involved in the promotion of Occupational Health and Safety?
   Please provide details eg.
   - Periodical work area inspection
   - Regular Health and Safety meetings with personnel
   - 
   - 

   1.4 Are the Occupational Health and Safety responsibilities of managers clearly defined?
   Please provide details:
   - 
   - 
   - 

   1.5 Are annual Occupational Health and Safety objectives included in your business plan?
   Please provide an example:

   1.6 Is your company registered with the Compensation Commissioner (COID Act)?
   If so, please provide registration number:

   1.7 Do you have a copy of good standing certificate, confirming that your registration is paid up?
   If so, please provide copy thereof (attach to this form).

2. **OCCUPATIONAL HEALTH AND SAFETY TRAINING**
   2.1 Is training provided to employees at the following stages?
   - When joining the company
   - When changing jobs within the company
   - When new plant or equipment needs to be operated
   - As a result of experience and feedback from accident/ incident reports
   Are you able to provide proof of specialist training provided?
   If so, please attach proof to this form.

   2.2 What formal Occupational Health and Safety training is provided specifically to
   - First line supervisors
   - Middle and top management
   Please describe:
2.3 Are all employees (including sub-contractors) instructed as to the application of the rules and regulations?
   When is this done and how is it achieved?

2.4 Does this training include the selection, use and care of personal protective equipment?

2.5 What refresher training is provided and at what intervals?
   Please list examples
<table>
<thead>
<tr>
<th>Course Title</th>
<th>Target audience</th>
<th>Interval</th>
</tr>
</thead>
</table>

2.6 Has the person(s) allocated as your Occupational Health and Safety advisor followed specific Occupational Health and Safety training?
   Please list most recent courses:
   •
   •
   •
   Does this include refresher training?

3. PURCHASE OF GOODS, MATERIALS AND SERVICES

3.1 Do you have a system for establishing Occupational Health and Safety specifications as part of the assessment of goods, materials and services?
   Please describe:

3.2 Do you have a system which ensures that all statutory inspections of plant and equipment are carried out?
   Please give examples of plant /equipment covered:
   •
   •
   •

3.3 Is there record of inspection?
   Where is it kept?
   Are you able to supply copies of these inspection records if required?

3.4 How is plant and equipment, which has been inspected, identified as being safe to use?

3.5 Do you evaluate the Occupational Health and Safety competence of all sub-contractors?
   Please describe how this is achieved and how the results are monitored:
4. **OCCUPATIONAL HEALTH AND SAFETY INSPECTIONS**

4.1 Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?

4.2 Are records of these inspections kept and available?

4.3 During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?

4.4 Are unsafe acts and conditions reported and remedial actions formally monitored?

   Please provide examples of the above:

   •
   •
   •
   •

5. **RULES AND REGULATIONS**

5.1 Do health and safety rules and regulations exist for personnel and subcontractors?

   Do these cover:

   • General rules
   • Project rules
   • Specific task rules

5.2 Do these rules include permit to work system (as applicable)?

5.3 Do you have experience of project Occupational Health and Safety plans?

   Please give examples of where these have been used:

   •
   •
   •
   •

5.4 Do you have a formal company guideline for holding pre-contract health and safety meetings with the employer?

6. **RISK MANAGEMENT**

6.1 Have the following, involved in the execution of your work, been identified?

   • Hazards affecting health and safety?
   • The groups of people who might be affected?
   • An evaluation of the risk from each significant hazard?
   • Whether the risks arising are adequately controlled?

6.2 Are these findings and assessments recorded?

6.3 How often are they reviewed?

   Please list the time frame e.g. years:

6.4 For what processes/risk is personal protective equipment issued?

<table>
<thead>
<tr>
<th>Process/Risk</th>
<th>Type of PPE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Do you have a copy of the issue lists for PPE available on request?

### 7. EMERGENCY ARRANGEMENTS

#### 7.1 How do you manage your arrangements for dealing with emergencies?
Are these communicated to your sub-contractors?

#### 7.2 What provision have you made for first aid? e.g. Trained First Aiders:

#### 7.3 What training do you provide to employees in Safety/Fire Fighting?
Please list institutions used for these training:
- 
- 

### 8. RECRUITMENT OF PERSONNEL

#### 8.1 Are health and safety factors considered when hiring personnel?

#### 8.2 Are medical examinations carried prior to employment?
- In all cases?
- Where type of work requires a medical examination?

#### 8.3 Do you cover exit medical examination?

#### 8.4 How do you assess the competence of staff before an appointment is made?
e.g. via trade testing, reference checks:
- 
- 

### 9. REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS

#### 9.1 Do you have a procedure for reporting, investigating and recording accidents and incidents?
Please supply a copy (attach to this form).

#### 9.2 Is there a standard report/investigation form used?
Please supply a copy (attach to this form).

#### 9.3 Do you have a formal system for reporting situations/near misses etc?
Please provide a copy (attach to this form).

#### 9.4 Please provide the following statistics for the last five years:

<table>
<thead>
<tr>
<th></th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lost time accidents per 100 employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major/Reportable injuries per 100 employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of dangerous occurrences</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lost man days due to accidents</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 10. HEALTH AND SAFETY COMMUNICATION AND CONSULTATION

#### 10.1 Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?

#### 10.2 Are the results of these meetings communicated to all employees?
If Yes please describe method:
### 10.3 Are Health and Safety meetings held?
- **At what frequency?**
- **Chaired by whom?**

### 10.4 Do you carry out SHE promotions / campaigns?
If Yes please provide examples:
- •
- •
- •
- •

### Declaration

I/we ............................................................. declare that the above information provided is correct.

Signed: ___________________________ Date: ____________________________
Name: ___________________________ Position: ___________________________
Bidder: ..........................................................................................................
FORM C9: SCHEDULE OF INFORMATION TO BE PROVIDED BY TENDERER

1. **Company details:**
   - Registered Address: .................................................................
   - Contact Person: ...........................................................................
   - Telephone: ...................................................................................
   - Fax

2. **Shareholders:**
   - Names/Percentages of holdings: ....................................................

3. **Bankers:**
   - Bank: ............................................................................................
   - Branch: .........................................................................................
   - Account Number: ..........................................................................  

4. **Turnover:**
   - Approximate turnover for each of the past three years:
     - 2012: ............................................................................................
     - 2013: ............................................................................................
     - 2014: ............................................................................................

5. **Management and Manpower Resources:**
   - Supervisors: ..................................................................................
   - Labourers: .....................................................................................
   - Other: ............................................................................................
   - Names of Supervisors to be allocated to this contract:

6. **Construction Equipment (Value in R):**
   - Value of equipment owned by the Company: ....................................
   - Own workshop/stores (location): ........................................................

Signed: __________________________ Date: ____________________________

Name: __________________________ Position: _________________________

Bidder: _____________________________________________________________________
FORM C10: PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

<table>
<thead>
<tr>
<th>Page</th>
<th>Clause or item</th>
<th>Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed: __________________________  Date: __________________________

Name: __________________________  Position: __________________________

Bidder: _____________________________________________________________________
AIRPORTS COMPANY SOUTH AFRICA

SCM REF. NO.: ELS 6010/2019/RFP

THE APPOINTMENT OF CONTRACTOR FOR THE MAINTENANCE OF THE LANDSCAPING, GARDENS AND PLANTS AT THE EAST LONDON AIRPORT (FAEL)

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at: East London Airport

(Registration Number: 1993/004149/30)

and ........................................................................................................

(Registration Number: ........................................)

for THE APPOINTMENT OF CONTRACTOR FOR THE MAINTENANCE OF THE LANDSCAPING, GARDENS AND PLANTS AT THE EAST LONDON AIRPORT (FAEL)
**Part C1: Agreement and Contract Data**

C1.1 Form of Offer and Acceptance

C1.2a Contract Data Provided by the Employer

C1.2b Contract Data Provided by the Contractor

C1.3 Occupational Health and Safety Agreement (Mandatory Form)

C1.4 ACSA Insurance Requirements
Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

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

THE APPOINTMENT CONTRACTOR FOR THE MAINTENANCE OF THE LANDSCAPING, GARDENS AND PLANTS AT THE EAST LONDON AIRPORT (FAEL)

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

The tenderer, identified in the Offer signature block, has examined the contract as listed in the Acceptance section and agreed to provide this Offer.

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.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) Two Million, Three Hundred Thousand Rands;

R 2,300,000 including VAT (in figures)

This contract is a rate only contract, to a maximum value of R2,3 million rand including VAT and a term period of 3 years. The contract shall expire once the funds are expanded or the period lapses, whichever comes first.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document 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:
Name & signature of witness

(Insert name and address of organisation)
Date
ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives a completed copy of this document which contains the Employer’s signature, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the Employer

Airports Company South Africa (ACSA) SOC,
East London Airport,
Private Bag X109,
East London,
5201

Name &
signature of witness

(Insert name and address of organisation)

Date
Schedule of Deviations

1 Subject ................................................................................................................................................
Details ................................................................................................................................................
................................................................................................................................................
................................................................................................................................................
................................................................................................................................................

2 Subject ................................................................................................................................................
Details ................................................................................................................................................
................................................................................................................................................
................................................................................................................................................
................................................................................................................................................

3 Subject ................................................................................................................................................
Details ................................................................................................................................................
................................................................................................................................................
................................................................................................................................................
................................................................................................................................................

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

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

<table>
<thead>
<tr>
<th>For the Employer</th>
<th>For the Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature (s)</td>
<td></td>
</tr>
<tr>
<td>Name (s)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Name and Address</td>
<td>Airports Company South Africa SOC Limited</td>
</tr>
<tr>
<td></td>
<td>East London Airport, Private Bag X109, East London Eastern Cape, 5201</td>
</tr>
<tr>
<td>Name &amp; Signature of witness</td>
<td>(Insert name and address of organisation)</td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
Part C1.2a Contract Data

Part one – Data provided by the Employer

The Conditions of Contract are selected from the NEC3 Term Service Contract (TSC), April 2013.

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract which requires it.

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

Precedence in interpretation of the contract:

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statements</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for Main Option:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dispute resolution Option and Secondary Options</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A: Priced contract with price list</td>
<td></td>
</tr>
<tr>
<td></td>
<td>W1: Dispute resolution procedure</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X1: Price Adjustment for inflation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X2: Changes in the law</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X17 Low service damages</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X18: Limitation of Liability (as amended in Option Z)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X19 Task Order</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Z: <em>Additional conditions of contract</em></td>
<td></td>
</tr>
<tr>
<td>10.1</td>
<td>The <strong>Employer</strong> is:</td>
<td>Airports Company South Africa SOC, East London Airport</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
<td>East London Airport, Private Bag X109, East London, 5201</td>
</tr>
</tbody>
</table>
10.1  The Service Manager is: The Maintenance Manager

11.2(1) The Accepted Plan is Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.

11.2(2) The Affected Property is Building Infrastructure of East London Airport

11.2(13) The Service is The maintenance and repairs of building engineering infrastructure, as set out fully in Part C3 Service Information.

11.2(14) The following matters will be included in the Risk Register:
The method statement
Planned maintenance work
Safety
Legislated Annexes (updated)
Also refer to site specific HIRA, which outlines the general hazards, in Part C4 of this document

11.2(15) The Service Information is in The section titled Service Information included as Part C3 of this document.

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

21.1 The period within which the Contractor provides the Contractor’s Plan 10 calendar days from Contract Date

2 The Contractor’s main responsibilities Detailed in Part C3 (Service Information)

3 Time

30.1 The starting date is

30.2 The Service Period is 36 months from the starting date, or when the contract value has been expended, whichever occurs first

4 Testing and Defects No data is required for this section of the conditions of contract

5 Payment

50.1 The assessment interval is on the The 20th 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
<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>51.4</td>
<td>The interest rate is</td>
<td>The prime lending rate of the Nedbank Bank, as determined from time to time.</td>
</tr>
<tr>
<td>6</td>
<td>Compensation events</td>
<td>No data is required for this section of the conditions of contract.</td>
</tr>
<tr>
<td>7</td>
<td>Title</td>
<td>No data is required for this section of the conditions of contract.</td>
</tr>
<tr>
<td>8</td>
<td>Risks and insurance</td>
<td>Refer to Part C1.4</td>
</tr>
<tr>
<td>83.2</td>
<td>The minimum amounts of cover or minimum limits of indemnity required for the insurance table</td>
<td>Refer to Part C1.4</td>
</tr>
<tr>
<td>9</td>
<td>Termination</td>
<td>No data is required for this section of the conditions of contract.</td>
</tr>
<tr>
<td>10</td>
<td>Data for main Option clause</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Priced contract with price list</td>
<td>Refer to Part C2</td>
</tr>
<tr>
<td>11</td>
<td>Data for Option W1</td>
<td></td>
</tr>
<tr>
<td>W1.1</td>
<td>The Adjudicator is</td>
<td>The person appointed jointly by the parties from the list of adjudicators contained below</td>
</tr>
<tr>
<td>W1.2</td>
<td>The Adjudicator nominating body is</td>
<td>The current Chairman of Johannesburg Advocate’s Bar Council</td>
</tr>
<tr>
<td>W1.4</td>
<td>The tribunal is</td>
<td>Arbitration</td>
</tr>
<tr>
<td>W1.4</td>
<td>If the tribunal is arbitration, the arbitration procedure is</td>
<td>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</td>
</tr>
<tr>
<td>W1.4</td>
<td>The place where arbitration is to be held is</td>
<td>Johannesburg, South Africa.</td>
</tr>
<tr>
<td>W1.4</td>
<td>The person or organisation who will choose an arbitrator</td>
<td>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</td>
</tr>
<tr>
<td>12</td>
<td>Data for secondary Option</td>
<td></td>
</tr>
<tr>
<td>X1</td>
<td>Price Adjustment for inflation</td>
<td>The index referred to in this clause shall be deemed to refer to the CPI index on the starting date as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary</td>
</tr>
<tr>
<td>X2</td>
<td>Changes in the law</td>
<td>No data is required for this secondary option.</td>
</tr>
<tr>
<td>X17</td>
<td>Low service damages</td>
<td>Refer to Annex B: Service Level Table, under Part C3,</td>
</tr>
</tbody>
</table>
**Limitation of liability**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>X18.1</td>
<td>The Contractor’s liability to the Employer for indirect or consequential loss is limited to Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue</td>
</tr>
<tr>
<td>X18.2</td>
<td>For any one event, the Contractor’s liability to the Employer for loss of or damage to the Employer’s property is limited to The total of the Prices</td>
</tr>
<tr>
<td>X18.3</td>
<td>The Contractor’s total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to The total of the Prices</td>
</tr>
<tr>
<td>X18.4</td>
<td>The Contractor’s total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to The Contractor’s total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer’s property, - Defects liability, - Insurance liability to the extent of the Contractor’s risks - death of or injury to a person; - infringement of an intellectual property right</td>
</tr>
</tbody>
</table>

**Task Order**

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z</td>
<td>No data is required for this secondary option</td>
</tr>
</tbody>
</table>

**Amendments to the Core Clauses**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1</td>
<td>Interpretation of the law</td>
</tr>
<tr>
<td>Z1.1</td>
<td>Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Service Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</td>
</tr>
<tr>
<td>Z2</td>
<td>Providing the Service:</td>
</tr>
<tr>
<td>Z2.1</td>
<td>Delete core clause 20.1 and replace with the following: The Contractor provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.</td>
</tr>
<tr>
<td>Z5</td>
<td>Termination</td>
</tr>
<tr>
<td>Z5.1</td>
<td>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.”</td>
</tr>
<tr>
<td>Amendment to the Secondary Option Clauses</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>Z7 Limitation of liability:</td>
<td></td>
</tr>
<tr>
<td>Z7.1 Insert the following new clause as Option X18.6: The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00</td>
<td></td>
</tr>
<tr>
<td>Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Contractor shall be excluded from the calculation of the limitations of liability listed in the contract</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Z Clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z8 Cession, delegation and assignment</td>
</tr>
<tr>
<td>Z8.1 The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the Contractor</td>
</tr>
<tr>
<td>Z8.2 The Employer may cede and delegate its rights and obligations under this contract to any person or entity</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Z9 Joint and several liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z9.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the Employer for the performance of the Contract.</td>
</tr>
<tr>
<td>Z9.2 The Contractor shall, within 1 week of the Contract Date, notify the Service Manager and the Employer of the key person who has the authority to bind the Contractor on their behalf.</td>
</tr>
<tr>
<td>Z9.3 The Contractor does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Z10 Ethics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z10.1 The Contractor undertakes:</td>
</tr>
<tr>
<td>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;</td>
</tr>
<tr>
<td>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 Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.</td>
</tr>
<tr>
<td>Z10.2 The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.</td>
</tr>
<tr>
<td>Z10.3 If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.</td>
</tr>
</tbody>
</table>
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 Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Service Manager or the Employer, which consent shall not be unreasonably withheld.

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

Z11.3 This undertaking shall not apply to –

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

Z11.3.2 Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time);

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 Works and after Completion, requires the prior written consent of the Service Manager. All rights in and to all such images vests exclusively in the Employer.

Z11.5 The Contractor ensures that all his Subcontractors abide by the undertakings in this clause.

Z12  Employer’s Step-in rights

Z12.1 If the Contractor 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 Service Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Contractor.

Z12.2 The Contractor co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Service Manager to achieve this end.

Z13  Liens and Encumbrances

Z13.1 The Contractor keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time.
Z14 Intellectual Property

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

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

Z14.3 The Contractor gives the Employer 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 Contractor is to be obtained before the Contractor's IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Contractor's IP available to any third party the Employer shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Employer would use to protect its IP.

Z14.5 The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:

Z14.5.1 the Contractor's design, manufacture, construction or execution of the Works

Z14.5.2 the use of the Contractor's Equipment, or

Z14.5.3 the proper use of the Works.

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

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

An Adjudicator is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Adjudicator, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Adjudicator listed in the Panel of Adjudicators below. The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013

Panel of Adjudicators

<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:saleembrahim@mweb.co.za">saleembrahim@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>
<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>
Z15.2 Appointment of the Arbitrator

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

<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>
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</tbody>
</table>

Z16 Notification of a compensation event

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

Z17 BBBEE and Tax Clearance Certificates

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

Z18 Communication

Z18.1 Add a new Core Clause 14.5 and 14.6 to read as follows:

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

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

Z19 Delegation

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

Z19.1 As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.
Part C1.2b  Contract Data

Part two – Data provided by the Contractor

The conditions of contract are the NEC3 Term Service Contract (TSC), April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract (TSC) to which it mainly applies.

---

**Part two - Data provided by the Contractor**

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Contractor is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone No:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Represented by (Full Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Title:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone No:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>11.2</td>
<td>The working areas are</td>
<td>See C3 ‘Service Information’</td>
</tr>
<tr>
<td>24.1</td>
<td>The Contractor’s Key people are:</td>
<td>CV’s to be appended to Tender Schedule</td>
</tr>
</tbody>
</table>
Name:
Job:
Responsibility:
Qualifications:
Experience:

Name:
Job:
Responsibility:
Qualifications:
Experience:

Name:
Job:
Responsibility:
Qualifications:
Experience:
11.2 The following matters will be included in the Risk Register

- Legislated Annexes update
- Existing Services
- Access to Site
- Delay in supply of material and/or equipment
- Progress of the works against the program
- Travelling public and ACSA stakeholders
- Wild animals (eg. Bees, snakes, etc.) strike
Part C1: Agreements and Contract Data

C1.3: Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:
1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

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

The parties to this Agreement are:

<table>
<thead>
<tr>
<th>Name of Organisation:</th>
<th>AIRPORTS COMPANY SOUTH AFRICA EAST LONDON AIRPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address:</td>
<td>Airport Company South Africa East London Airports Private Bag X 109 5201</td>
</tr>
</tbody>
</table>

Hereinafter referred to as “Client”

<table>
<thead>
<tr>
<th>Name of organisation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address</td>
</tr>
</tbody>
</table>

Hereinafter referred to as “the Mandatary/ Principal Contractor”
MANDATORY’S MAIN SCOPE OF WORK

THE APPOINTMENT OF A MAINTENANCE CONTRACTOR FOR THE MAINTENANCE OF THE
LANDSCAPING, GARDENS AND PLANTS AT THE EAST LONDON AIRPORT (FAEL)

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor’s employees if any are
covered in terms of the COID Act, which shall remain in force whilst any such employees are
present on the Client’s premises. A letter is required prior commencing any work on site
confirming that the Principal contractor or contractor is in good standing with the Compensation
Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which
cover shall remain in force whilst they and/or their employees are present on the Client’s
premises, or which shall remain in force for that duration of their contractual relationship with the
Client, whichever period is the longest.
   a. Public Liability Insurance Cover as required by the Subcontract Agreement.
   b. Any other Insurance cover that will adequately makes provision for any possible losses
and/or claims arising from their and/or their Subcontractors and/or their respective
employee’s acts and/or omissions on the Client’s premises.
COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY
ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client’s premises must be performed under the close supervision of the Mandatary’s employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client’s premises.

2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client’s premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practices.

9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client’s premises.

10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.

11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client’s machinery/article/substance/plant/personal protective equipment without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client’s premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

2. The Mandatary confirms that he has been informed that he must report to the Client’s management, in writing anything he/she deems to be unhealthy and/or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client’s employees and other persons in any way whilst performing work on the Client’s premises.
4. The Mandatory understands that no work may commence on the Client’s premises until this procedure is duly completed, signed and received by the Client.

5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATORY

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

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

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

Expiry date ……………………………………………………………………………………

________________________________________
SIGNATURE ON BEHALF OF MANDATORY
(Warrant his authority to sign) DATE

________________________________________
SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA DATE
Part C1: Agreements and Contract Data

C1.4: ACSA Insurance Clauses

INSURANCE CLAUSES FOR OPEX CONTRACTS

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.
   (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

(iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

A. in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer’s Insurance Broker or the Insurers by telephone or telefax giving the circumstances, nature and an estimate of the loss or damage or liability

B. complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

C. negotiate the settlement of claims with the Insurers through the Employer’s Insurance Brokers and shall when required to do so obtain the Employer’s approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

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

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

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

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

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

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

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

d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.
   (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
      A. be affected with Insurers and on terms approved by the Employer.
      B. be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
      C. submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
   (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

Sub-Contractors

The Contractor shall:

   a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and enforce the compliance by Sub-Contractors with this clause where applicable.
Part C2: Pricing Data

C2.1 Pricing Instructions
C2.2 Pricing Data
Part C2: Pricing Data

C2.1: Pricing Instructions

The intended pricing strategy to be followed in this tender is a RATE ONLY contract.

This contract is a rate only contract, to a maximum value of R2,3 million rand and a term period of 3 years. The contract shall expire once the funds are expanded or the period lapses, whichever comes first.

For evaluation purposes, the Tenderer’s attention is drawn to Clause F.3.8 under the Tender Part of this document. Stage 4 of Evaluation, which is for Price and BBBEE, shall be done using the Tender Rates Evaluation Pricing Schedule. This will enable ACSA to compare the cost of a representative “basket of goods”. However, this shall not be transferred onto the Offer page.

In contract, the works to be done will be instructed via a Task Order (X19) by the Service Manager or s/he delegate.

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.

2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.

3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.

4. The pricing schedule as completed by the Contractor shall be VAT exclusive prices and shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.

5. The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the particular document.

6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.

7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.

9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.

10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.

11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.

(Part 2 below)

12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.

13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall be commenced without written instructions from the Engineer.

14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.

15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

16. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.

No admin fee shall be payable on sub-contractor remuneration.

NB: Tenderers must only price in accordance with the pricing schedule below. This will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.
ADDITIONAL NOTES:

Contract Rates:
Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above.

CPI on the Contract Rates
Contract rates will be increased/decreased according to 6% CPI.

Parking:
A Parking access card will be applied for and issued in order to facilitate access through the entrance and exit booms. This card is payable in cash at the start of each calendar month – at the Parking Office. This card shall only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for personal use shall be penalised at R5000.00 per occurrence.

Permits:
Please note that before working at the East London Airport, all personnel (all members of the contractor team, both from the main contractor and sub-contractor’s) will be required to be in possession of an ACSA permit.

The Contractor 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 schedule of rates for costs in this regard.

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

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

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.
The latest New Permit prices are as follows (will only apply to the personal permits): Obtainable from East London Airport Permit Office.

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Duration</th>
<th>Price (VAT incl. at 15%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONAL PERMITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Visitors permits</td>
<td>1 day</td>
<td>R 36.17</td>
</tr>
<tr>
<td>Personal temporary permits</td>
<td>2-5 days</td>
<td>R 50.37</td>
</tr>
<tr>
<td>Personal Permanent permits</td>
<td>6 days-2 yrs</td>
<td>R 242.54</td>
</tr>
<tr>
<td>SAPS finger print and background check</td>
<td>2 years</td>
<td>R 48.00</td>
</tr>
<tr>
<td>VEHICLE PERMITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle temporary permits</td>
<td>1 day</td>
<td>R 43.61</td>
</tr>
<tr>
<td>Vehicle temporary permits</td>
<td>2 days</td>
<td>R 81.90</td>
</tr>
<tr>
<td>Vehicle temporary permits</td>
<td>3 days</td>
<td>R 120.21</td>
</tr>
<tr>
<td>Vehicle temporary permits</td>
<td>1-3 months</td>
<td>R 303.17</td>
</tr>
<tr>
<td>Vehicle temporary permits</td>
<td>4-6 months</td>
<td>R 598.90</td>
</tr>
<tr>
<td>Vehicle temporary permits</td>
<td>6 – 12 months</td>
<td>R 1 213.75</td>
</tr>
<tr>
<td>PERSONAL PERMIT PENALTIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st Lost Personal Permit</td>
<td></td>
<td>R 404.24</td>
</tr>
<tr>
<td>2nd Lost Personal Permit</td>
<td></td>
<td>R 585.06</td>
</tr>
<tr>
<td>3rd Loss Personal Permit</td>
<td>No re-issue</td>
<td>0</td>
</tr>
<tr>
<td>1st damaged Personal Permit</td>
<td></td>
<td>R 145.52</td>
</tr>
<tr>
<td>CELL PHONE PERMITS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cell phone permits</td>
<td></td>
<td>R 61.17</td>
</tr>
<tr>
<td>1st Lost Cellphone permit</td>
<td></td>
<td>R 145.52</td>
</tr>
<tr>
<td>2nd Lost Cellphone permit</td>
<td></td>
<td>R 287.21</td>
</tr>
<tr>
<td>Lost Permit 3rd Time</td>
<td>No re-issue</td>
<td></td>
</tr>
<tr>
<td>COURSE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AVOP Corse</td>
<td></td>
<td>R 378.97</td>
</tr>
<tr>
<td>Avop refresher (after 2 years)</td>
<td></td>
<td>R 265.28</td>
</tr>
<tr>
<td>Airside induction</td>
<td></td>
<td>R 378.97</td>
</tr>
<tr>
<td>Airside induction refresher</td>
<td></td>
<td>R 265.28</td>
</tr>
</tbody>
</table>
C2.2: Pricing Data

The intended pricing strategy to be followed in this tender is a RATE ONLY contract.

This contract is a rate only contract, to a maximum value of **R2.3 million rand** and a term period of 3 years. The contract shall expire once the funds are expanded or the period lapses, whichever comes first.

For evaluation purposes, the Tenderer’s attention is drawn to Clause F.3.8 under the Tender Part of this document. Stage 3 of Evaluation, which is for Price and BBBEE, shall be done using the Tender Rates Evaluation Pricing Schedule. This will enable ACSA to compare the cost of a representative “basket of goods”. However, this shall not be transferred onto the Offer page.

In contract, the works to be done will be instructed via a Task Order (X19) by the Service Manager or s/he delegate.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>FREQUENCY</th>
<th>QUANTITY (AREA – m²)</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OHS Requirements, as per the OHS Act of 1993 and the Construction Regulation of 2014 (e.g. Uniforms and staff personal protective equipment)</td>
<td>Once off</td>
<td>Once off</td>
<td></td>
</tr>
<tr>
<td>2a</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning area A</td>
<td>Typically monthly*, as per Task Order</td>
<td>4,032 m²</td>
<td></td>
</tr>
<tr>
<td>2b</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area B</td>
<td>Typically monthly*, as per Task Order</td>
<td>1,282 m²</td>
<td></td>
</tr>
<tr>
<td>2c</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area C</td>
<td>Typically monthly*, as per Task Order</td>
<td>3,962 m²</td>
<td></td>
</tr>
<tr>
<td>2d</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning area D</td>
<td>Typically monthly*, as per Task Order</td>
<td>14,678 m²</td>
<td></td>
</tr>
<tr>
<td>2e</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area E</td>
<td>Typically monthly*, as per Task Order</td>
<td>7,243 m²</td>
<td></td>
</tr>
<tr>
<td>2f</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area F</td>
<td>Typically monthly*, as per Task Order</td>
<td>4,523 m²</td>
<td></td>
</tr>
<tr>
<td>2g</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area G</td>
<td>Typically monthly*, as per Task Order</td>
<td>4,888 m²</td>
<td></td>
</tr>
<tr>
<td>2h</td>
<td>Grass cutting, Gardening, weed removal &amp; Cleaning Area H</td>
<td>Typically monthly*, as per Task Order</td>
<td>3,723 m²</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Tree felling (per tree – as and when required)</td>
<td>Typically yearly*</td>
<td>Per tree</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Alien vegetation removal</td>
<td>Typically yearly*</td>
<td>1 m²</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE TO TENDERER:**

(*) The frequency is indicative at monthly/yearly. However, work shall only be done with instruction via a Task Order. This may result in the frequency being reduced to a frequency lower than indicated above, as per the business need.
Labour:

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Normal hours (Including Saturdays) (R/hour)</th>
<th>After hours (R/hour)</th>
<th>Sunday (R/hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site Foreman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Skilled Labourer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Unskilled Labourer</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All rates to exclude VAT.

Work shall only be done through a Task Order, and only once a quotation has been submitted and approved. Subject to mutual agreement between the Employer and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site only.
Mark up (third party procured items/services)
This is to allow the procurement of items that are not covered above.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Mark-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>R 0 – R 2 000</td>
<td>10 %</td>
</tr>
<tr>
<td>R 2001 – R 10 000</td>
<td>7 %</td>
</tr>
<tr>
<td>R 10 001 – R 50 000</td>
<td>5 %</td>
</tr>
<tr>
<td>Over R 50 0000</td>
<td>3 %</td>
</tr>
</tbody>
</table>

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Original Tax Invoices from the service providers to be submitted with the Contractor’s invoice.
Part C3: Scope of Work

C3.1 Description of Works
Part C3: Scope of Works

C3.1: Description of the Works

1 DESCRIPTION OF THE SERVICE

1.1 Employer’s objective and overview

The objective of this scope is to provide maintenance service data for Landscaping Maintenance Works, at East London Airport, in a sustainable and optimum appearance manner, at the lowest operating and maintenance costs, while ensuring compliance to general safety and all relevant legislation.

To provide facilities which are clean and hygienic, to meet with the minimum requirements of the Occupational Health and Safety Act and those of airport users and stakeholders when using the airport. This contract is also intended to assist ACSA to meet the expectations of Airport Service Quality (ASQ) standards as per the Key Performance Indicator (KPI) set by the ACSA Board from time to time.

The scope of this contract will include:

The mandatory’s main scope of work is Grass Cutting and Cleaning Services at East London Airport for a period of three (3) years. The services intended for this contract are;

- Grass Cutting,
- Gardening,
- Tree Felling
- Weed Removal (herbicide application between the pavers)
- Alien vegetation and herbicide application on landside and airside

The Contractor will provide quality residential and commercial yard care service with Exceptional workmanship. Ensuring garden spaces are clean, neat and well cared for and to take extra care to protect ACSA property and all equipment including Stakeholders.

The Contractor shall display relevant notices warning airport users of the grass cutting activity.

Some areas require a higher amount of care and attention than others or may need an initial highly intensive clean-up to get it back into shape. An inspection report is required to be carried out on a weekly basis and to be submitted electronically or by hand to Service Manager on a weekly basis.

Areas to be serviced are as follow:

1. Area A (Complex to Main Gate) (Total area = 4034m²)
   - Maximum grass cutting height shall be 50mm throughout.
   - The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
   - The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings and around trees is neatly removed.
   - The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every Clean up.
• The Contractor shall prune trees in this area as and when required.
• The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
• The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
• In (June until July) the grass will be maintained as and when required.

2. Area B (Airport Access) (Total area = 1282m²)
• Maximum grass cutting height shall be 50mm throughout.
• The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
• The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
• The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every cut.
• The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
• The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
• The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
• In (June until July) the grass will be maintained as and when required.

3. Area C (Parking and lockup garages) (Total area = 3962m²)
• Maximum grass cutting height shall be 50mm throughout.
• The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
• The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
• The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every Clean up.
• The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
• The Contractor shall put up barricades to prevent debris causing damage to parked vehicles during grass cutting activity.
• The Contractor shall prune trees in this area as and when required.
• The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
• The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
• In (June until July) the grass will be maintained as and when required.

4. Area D (Ramp and Fire station) (Total area = 14678m²)
• Maximum grass cutting height shall be 50mm throughout.
• The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
• The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
• The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
• The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.

The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.

In (June until July) the grass will be maintained as and when required.

5. Area E (Business Class Lounge Airside) (Total area = 7243m²)

- Maximum grass cutting height shall be 50mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
- The Contractor shall put up barricades to prevent debris causing damage to glass walls during grass cutting activity.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.

6. Area F (General aviation) (Total area = 4523m²)

- Maximum grass cutting height shall be 50mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the weeds which may grow between concrete slabs, around buildings is neatly removed.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to Aircrafts and vehicles parked or moving past the grass cutters.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
- In (June until July) the grass will be maintained as and when required.

7. Area G (General Aviation Access road) (Total area = 4888 m²)

- Maximum grass cutting height shall be 50mm throughout.
- The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
- The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
- The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
- The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
- The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
• In (June until July) the grass will be maintained as and when required.

8. Area H (Retention pond) (Total area = 3723m²)

• Maximum grass cutting height shall be 50mm throughout.
• The Contractor will ensure that there is no grass protruding over the curbs and onto the road.
• The Contractor shall ensure that there are no trees growing inside the retention pond.
• The Contractor will ensure that the paved areas are cleaned and clear of any loose grass and weed cuttings after every clean up.
• The Contractor shall take extra care when cutting grass so to prevent injuries to people or damages to vehicles parked or moving past the grass cutters.
• The Contractor shall collect the grass and weed cuttings and remove them off the airport premises to an approved Buffalo City Metro municipality dumping site.
• The grass will be maintained monthly (March until May) and twice a month (August until February) during rainy seasons.
• In (June until July) the grass will be maintained as and when required.

9. Weed Removal (herbicide application between the pavers)

• The contractor shall be required to remove the weeds on the palisade fence of all the parking areas.
• The contractor shall be required to remove the weeds between the pavers around the terminal building and the parking areas.

10. Alien vegetation and herbicide application on landside

• The contractor shall be required to perform the removal of alien vegetation on the areas as per the attachment in Annex A

The maintenance activities should be conducted within the ambit of all regulatory and best practice frameworks such as ICAO, OHSACT, SANS etc. The contractor shall be responsible for the maintenance and performance of the plant and equipment to an extent that ACSA deems appropriate and economical.

The successful bidder will be appointed directly by the Airports Company South Africa SOC Limited. The works to be done under this contract falls under landside preceincts of the airport.

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

The works to be done will be under the areas as defined under the The footprint of the Affected Property, as detailed in Annex A as part of Part C4 (Site Information).

The contractor must have a specified minimum number of people employed and have the availability of defined key equipment items during any stage of the contract period.
1.2 Overview of the works

The service provider will be responsible for the servicing and maintenance of the landscaping and gardening services. The work will be done under the following maintenance types:

Extent of the works:
The service provider will be fully responsible for meeting all requirements in this document regarding the Works. In addition, all Works will be carried out to the standard and frequency as required by the Original Equipment Manufacturer (OEM) and Maintenance and Engineering working procedures, as well as any applicable governing law and/or regulations.

Service and maintenance shall be carried out as per agreed work schedule & frequency and work instructions (e.g. attending to technical helpdesk logged calls).

All new installation, replacement and repairs must be approved by ACSA prior to works being carried out.

1.3 Employer’s requirements for the service

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

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

The Contractor’s main objective is to ensure that all areas and infrastructure is effectively maintained and operating within all the relevant safety and quality compliances to ensure reliability of services for airport operations. It is essential that preventative maintenance is administered at the appropriate intervals to achieve this objective.

In providing the Service, the Contractor shall not interfere with the normal everyday use of the Affected Property. Airport operations must continue as far as practicable consistent with the work being done by the Contractor. Should this not be able to achieve, the Contractor shall inform the Service Manager in order to negotiate a practicable alternative solution.
1.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACSA</td>
<td>Airports Company South Africa</td>
</tr>
<tr>
<td>AIP</td>
<td>Aeronautical Information Publication</td>
</tr>
<tr>
<td>CMMS</td>
<td>Computerised Maintenance Management System (Oracle EAM software platform)</td>
</tr>
<tr>
<td>FAEL / ELS</td>
<td>East London Airport</td>
</tr>
<tr>
<td>Foreign Objects</td>
<td>Rubbish; cigarette buds; unwanted dead leaves and twigs; weeds</td>
</tr>
<tr>
<td>ICAO</td>
<td>International Civil Aviation Organization</td>
</tr>
<tr>
<td>KPI</td>
<td>Key Performance Indicator</td>
</tr>
<tr>
<td>ME</td>
<td>Maintenance Engineering Department</td>
</tr>
<tr>
<td>MSDS</td>
<td>Material Safety Data Sheets</td>
</tr>
<tr>
<td>Paved Areas</td>
<td>Tar Roads; Concrete Walk ways; Paving blocks; Terminal Building Curbs; Roadway Curbs; Parking Bays; Pavement Areas</td>
</tr>
<tr>
<td>PM</td>
<td>Preventative &amp; Predictive Maintenance Work Orders</td>
</tr>
<tr>
<td>SANS</td>
<td>South African National Standards</td>
</tr>
<tr>
<td>SOP</td>
<td>Standard Operating Procedure</td>
</tr>
<tr>
<td>WO</td>
<td>Work Orders (Corrective &amp; Dispatched)</td>
</tr>
</tbody>
</table>
2 SCOPE OF WORK SPECIFICATIONS

2.1 Trimming and pruning of trees and bushes
Trim all trees and shrubs according to their growth patterns - in order to uphold its optimum health, presentation, aesthetics and prevent unsafe conditions (for vehicles and pedestrians) due to overhang breakage and falling.

Maintain all hedges and smaller trees at an acceptable trimmed condition in order to avoid obstruction of all signs and driveways. Safety and passenger movement areas takes precedence.

2.2 Bed cleaning
Clean and maintain all beds (flowers/plants) from foreign objects to achieve neatness; cleanliness and having a pleasing appearance (favourable conditions).

Beds have different characteristics based on size, shape and quantity plant material. This requires different cleaning methods to achieve favourable conditions. The Contractor align his/her activities to the various conditions in the beds. Exposed soil will be weed free and levelled. Where beds are covered with mulch (bark / covering protection) or any other soil additive this must be also free of weed and foreign objects. Beds totally covered with flowers / plants must be cut back periodically to keep the species localised and stimulate growth. Thin out overgrown areas and remove dead leaves.

2.3 Irrigation
Maintain all existing irrigation systems for effectivity.

Water all fauna and flora (flower beds) in such a manner to uphold and improve on the present conditions - by utilising a manual process (water hoses connected to defined East London Airport water points). Where available - the contractor can utilise the existing irrigation system.

Water all pot plants which is located on the outside of the Terminal building and in walk-way canopies as well as at the car rental returns.

2.4 Invader plants (Alien vegetation) and application of herbicides
According to the National Forest Act (Act 84 of 1998 as amended together with the relevant lists and notices) as well as the National Environmental Management: Biodiversity Act (Act 10 of 2004 as amended together with the relevant lists and notices), all declared invader weeds or plants that threaten the natural biodiversity should be eradicated or destroyed.

The Contractor should obtain guidance and information on the treatment and/or eradication techniques required from the Department of Agriculture, Fisheries and Forestry. The contractor is required to conduct annual surveys to determine the relevant species, their distribution and extent on an annual basis to identify areas requiring intervention as well as to determine success rates of the eradication programme.
2.5 Weed and Pest control

The eradication of weeds whether manually, mechanically or by chemical means - is the responsibility of the Contractor. Determine the most effective method. Ensure that applied herbicides will cause no long-term soil imbalance / or detrimental effect as a result of the indiscriminate use of such herbicides. An Environmental clause might be stipulated on the MSDS or alternatively the product must be accompanied by a report from the Service provider relating to probable impacts.

Application of herbicides must adhere to all safety, environmental and health legislation and regulations. A suitably qualified person who is registered in terms of the Chemicals Control Act (Act 36 of 1947) must handle the application of these chemicals. The necessary certificate must be presented to the Service Manager. Only approved herbicides may be utilised. Material safety data sheets (MSDS’s) are a requirement and copies of all relevant MSDS’s must be supplied to the Environmental and Safety Departments.

Apply applicable herbicide (selective and non-selective) based on present conditions. Follow a spot treatment approach where required in-between three monthly blanket treatments
Apply applicable herbicide (selective and non-selective) based on present conditions. Follow a blanket approach every three months.

The control of pests applies to outdoor areas only on lawns, in beds, on trees, shrubs and other foliage. The Contractor will perform a pest control as and when required and or when their appearance becomes evident or in the interests of the plants affected so as not to detract from the general appearance of the contracted areas. Ensure no adverse long term effects pesticides may have on plant growth and soil fertility. Pests are identified as insects that may invade plant material. As with the application of chemicals for weed, a suitable qualified person who is registered in terms of the Chemicals Control Act, must apply / utilise chemicals used for the control of pests.

An update of a chemical usage register is required (Minimum requirements: Name of substance, quantity used, dilution factor if applicable, Name of qualified person, key control) must be submitted each time after a site visit. A report of all hazardous substances used accompanied by the relevant MSDS needs to be submitted to the Service Manager on a 6 monthly basis. It should however be kept up to date and available at all times for inspections and audits. All hazardous waste generated by the contractor must be disposed of in accordance with National Environmental Management Waste Management Act 59 of 2008.

2.6 Top dressing and levelling

Fill-up all existing areas (including new areas based on a needs-analysis) with decorative grid stones.

Fill-up all existing areas (including new areas based on a needs-analysis) with decorative bark.

Fill-up all existing areas (including new areas based on a needs-analysis) with fine builders sand in order to improve surface level conditions.

Fill-up all existing areas (including new areas based on a needs-analysis) with top-soil in order to improve surface level conditions.
2.7 Protection

All fencing and poles must be protected against damage during brush cutting activities. The Contractor need to apply measures to enforce this. The Employer requires the contractor to install a PVC pipe section (white) around fencing poles and bollards (minimum 20cm in length) where the structure meets the ground level. SANS 966 Pipes must be utilised. Similarly, the Contractor must have a movable canvas when moving or brush cutting activities is performed in close proximity to parked vehicles.

2.8 Planting of new plant species

As and when required / requested the airport, the services provider will be requested to plant new plants and vegetation.

2.9 Landside cleaning and Litter picking of Paved area activities – clear soil, weeds, growth

Clean and maintain all paved areas from unwanted grass, weeds and rubbish.

Ensure that all paved areas are clear from sand and soil.

Clean and maintain all storm-water infrastructure from unwanted vegetation growth and soil built-up. This will prevent flooding and congestion of storm water infrastructure.

2.10 Landside Grass cutting (include fire break and landside perimeter and security fences)

Cut and maintain all grass (lawn) length not to exceed a maximum allowable height of 10cm - at any given time. The Contractor will devise a strategy of required cut frequencies based on the present conditions. Conditions will be dependent on the season of the year. The end result must achieve an acceptable clean cut, groomed and "finished off" look. The optimum length of the cut grass may differ from place to place and the method of mowing and trimming may also vary according to the type of grass and the standard of finish required.

The contractor shall ensure that mowing, trimming and cleaning activities is performed uniformly during all site visits, in order to achieve a uniform grass length and acceptable aesthetic appearance.

All lawns should be edged at the same time as the grass cutting operations where such areas adjoining buildings, paving, manholes, trees, beds, sidewalks, fences, poles or any other obstacle in the lawn areas. Edging is performed mechanically only. No chemicals should be used.

2.11 Garden refuse (requirement: municipal dumping licence)

Garden refuse is generated by the Contractor during the course of his normal activities and does not include refuse from any other source. This refuse may include branches, leaves and other plant matter but may also consist of other objects that need to be disposed of from the contract maintenance areas according to the service agreement. This refuse must be disposed of immediately.
3 MANAGEMENT STRATEGY AND START UP.

3.1 The Contractor’s plan for the service

Prior to the activation of this contract, the Contractor must submit his plan (contractor’s plan for the intended services) for approval by the employer, which should provide a matrix detailing the following:

All the various Affected Areas referenced against the three-year time-axis to indicate when exactly each service activity (daily, weekly, monthly, 6 monthly, 12 monthly) will be performed.

The plan must also aim to schedule the activities with reference to the contractor’s available manpower with the airport’s operational hours as detailed below. The importance is ensuring balance between maintaining the Affected Areas and the airport’s operational requirements. All maintenance that require service interruption must be performed outside airport operating hours.

The airport’s operational hours are detailed as follows:

- Monday to Friday 05:30 to 20:30
- Saturday 07:00 to 18:00
- Sunday 07:15 to 20:30

The airport’s operational hours are published in the AIP for FAEL and may change from time to time based on operational requirements.

The submitted Contractor’s Plan will form part of Annex C (Contractor’s Plan for Service) and shall be referenced against the OEM’s maintenance recommendations.

Together with the submitted plan, the Contractor shall provide a Schedule of equipment and tools, which will be used on this contract. The list will form part of the tender returnable schedules. The equipment will be judged against the Contractor’s Plan for the service to understand whether the bidder has fully understood his obligations and whether he is able to do the work.

The Contractor shall ensure that he devise practical methods during all service activities, which will mitigate damage to property and people. Possible methods to be used is the application of a moving/portable shield (canvas) during grass cutting activities, in areas where the required safety distances cannot be maintained.

The minimum manpower to the SLA must consist of a Contract Manager (1) and the Team Leader.

Together with the submitted plan, the Contractor shall provide a Schedule of equipment and tool, which will be used on this contract. The list will form part of the tender returnable schedules. The equipment will be judged in conjunction with the Contractor’s Plan for the service to understand whether or not the bidder has fully understood his obligations and whether he is able to do the work. The minimum equipment items that should feature on the list is detailed as follows:
1. Ride-on Mowers
2. Brush cutters
3. Push mowers
4. Trailer
5. Hedge trimmers
6. Blowers
7. LDV

The submitted Contractor’s Schedule of equipment and tools will be attached as Annex D to C4 (Site Information).

Any particular activity will only be completed after the submission of the appropriate documentation to the Service Manager or his nominated representative for acceptance and approval.

3.2 Management meetings

Contract performance meetings (Risk Reduction Meetings) will be set up from time to time between the Contractor and the Employer’s Service Manager. The scheduling of these meetings will be at the discretion of the East London Airport. The meetings will be conducted formally where contract KPI’s will be discussed. The Contractor needs to ensure the availability of the representative with a delegated authority to attend these meetings. The meeting minutes will be recorded and distributed to the Contractor electronically for record keeping and actioning of the agreed activities.

The meetings may be convened and chaired by the Service 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>Overall contract progress and feedback, + Risk register, Early Warning and compensation events</td>
<td>Monthly (day and time to be agreed)</td>
<td>East London Airport – ACSA Offices</td>
<td>Employer and Contractor and others as and when required</td>
</tr>
</tbody>
</table>

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

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

3.3 Contractor's management, supervision and key people

The Contractor shall submit an organogram (as part of the Returnable Schedules) showing his people and their lines of authority / communication. This is specifically essential if the contractor is a Joint Venture. The submitted Contractor’s Organogram will be attached as Annex E of this document.

In addition, the Contractor shall submit a Resource Proposal for approval which will indicate the intended personnel which will be allocated to perform duties under this contract. This Resource Proposal must be submitted as part of the Returnable Schedules. The submitted Contractor’s Resource Proposal will be attached as Annex F of this document. This will, as a minimum, include all persons from the Contract Manager level to the Semi-skilled labourers. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification. In the event of a person being replaced the Contractor must inform the Service Manager prior to the replacement and also submit an amended Resource Proposal accordingly.

All instructions and authorisations on this contract will come from the client's Service Manager or his defined representative.

Whilst the contractor (all staff and sub-contractors) is active within the contract’s physical boundaries and timeframes, all their representatives will adhere to the following:

1. Wear a clearly marked reflector jacket or vest with a company name and type of services indicated e.g. ME Contractor).
2. Comply with all ACSA safety and Environment procedures.
3. Comply with all ACSA AVSEC and ARFF procedures
4. Behave in a professional and lawful conduct
5. Be courteous to all ACSA customers and stakeholders

3.4 Documentation control

All formal documentation under this contract must reflect a contract number on the top of the first page and have the date and authorised signature at the bottom of the last page. It must also indicate its source, recipient and subject/purpose of the documentation. Additionally, all contractual communication will be in a form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. Together with the e-mails the Contractor must submit the original copies of the e-mailed documentation to the Service Manager at the scheduled contractual meetings for record keeping.

These contract deliverables will interact extensively with ACSA’s CMMS system, which will produce scheduled PM and WO (documentation) that must be completed within the agreed timeframes. The work orders will have
unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

Monthly progress reports indicating the major findings and recommendations should be submitted to ACSA by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's. The monthly report must have the following minimum information & sections defined in Annex G - SLA Monthly Service Report Template.

3.5 Invoicing and payment

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

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

- Name and address of the Contractor and the Service Manager;
- The contract number, Blanket Purchase Order Number and title;
- Contractor’s VAT registration number;
- The Employer’s VAT registration number 4930138393;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT

At the start of the new month, a quotation of the works intended to be done in the month shall be submitted to the Service Manager, to generate a PO.

3.6 Training workshops and technology transfer

The Contractor is expected to improve the ambiance of the landscape including the optimisation of the associating maintenance activities on a regular basis. The improvements will operate on the premise of Best Practices; Airport Operational Improvement and Quality appreciation of the customers and stakeholders.

3.7 Design and supply of Equipment

The Service Manager will from time to time inspect and audit all equipment used by the Contractor for execution of the scope of work. The Service Manager thus be satisfying him/herself that the equipment is of good quality, sustainable and appropriate for the works. However, all maintenance, repairs and liability remain with the Contractor as equipment belongs to him/her.
4 THINGS PROVIDED AT THE END OF THE SERVICE PERIOD FOR THE EMPLOYER’S USE

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

4.2 Information and Other Things
During the duration of the contract, the Contractor will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property must be handed over to ACSA at the end of the Service period. These will include, but is not limited to, the following:

1. Reports
2. Memorandums
3. Drawings
4. Operating manuals
5. Service history books
6. Pictures
7. Movie Clips
8. Audio Clips
9. Spread sheets / Data bases
10. Meeting minutes
11. Communiqués
12. Files
13. Warranties
AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

5 HEALTH AND SAFETY RISK MANAGEMENT

The Contractor shall comply with the health and safety requirements contained in section C1.3 under PART C1: AGREEMENT AND CONTRACT DATA

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all its employees on site, equipment and installations relating to this contract. The Contractor is expected to sign the undertaking in this regard.

It shall be the Contractor's responsibility to ensure that all relevant labour, safety legislation and applicable compliance are adhered to in this contract. Regulations as set out in the safety induction shall be obeyed at all times.

The Contractor's employees on site 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.

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

The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced before commencement of this contract.

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

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

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

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

All contractors must ensure that his/her employees are familiar with the existing emergency procedures, emergency assembly points 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 Employer reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

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

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

Cell phones and two-way radios

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

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

At no time shall the Contractor:

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

East London Airport has an ISO 14000 accreditation. This will need to be maintained at all times by ensuring that Environmental legislation are followed and adhered to.

The Contractor shall comply with the environmental criteria and constraints stated in section C1.3 of PART C1: AGREEMENT AND CONTRACT DATA
7 PEOPLE

7.1 Minimum requirements of people employed

The Contractor is to provide the service with their own staff or by qualified subcontractors when agreed to by the Service Manager.

It is noted that the Employer do not list the formal qualifications and experience required under this contract. It will always remain the Contractor's responsibility to ensure that staff are suitably qualified and experienced for duties expected of them.

The Employer reserves the right to verify all qualifications and experience of personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified, experienced or suited for this contract are removed from the site.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

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

All individuals that will be required to have access onto the airport's airside need to undergo the following training:
1. Airside Induction Training (AIT)
2. Airside Vehicle Operator Procedures (AVOP) (Category 2)
3. Airport SMS Induction (briefing)

All individuals that will be required to have access into the airport's electrical restricted areas need to undergo the following training:
1. ORHVS (Module 1-4 as a minimum)
2. First Aid Training
3. Fire Extinguisher Training

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

- Full Names of staff to be involved with this contract.
- Proof of qualifications and work experience where applicable
- Staff must be in permanent employ of the company.
- Competent in category of work that he or she is required to perform.
8 SUBCONTRACTING

Preferred subcontractors
No part of this Contract may be subcontracted unless with written approval from the Service Manager. The Service Manager shall be under no obligation to grant such approval. Should any part of this contract be subcontracted the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor. Considerations for subcontracting will be entertained when specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.
9 PLANT AND MATERIALS

9.1 Specifications

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

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

The Contractor shall report any defects (equipment & material) experienced whilst performing the services. Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA’s premises. The Contractor shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the Service Manager (or his delegated person) as listed below:

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

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

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift. The Employer will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.
11 CONTRACTOR’S PROCUREMENT OF PLANT AND MATERIALS

All applicable warranties from suppliers to be made out in favour of the Employer, not to the Contractor. The Contractor will provide (and regularly update) a schedule of the Contractor’s vendor data to the Employer for use outside of this contractual agreement.

The Contractor must provide original quotations (from the third-party service providers / suppliers) for formal approval by the Service Manager prior to the procurement of these third-party items.

Required spares and services that falls outside of the Price List, must be submitted in the form of a Scope document to the ACSA's maintenance team - in order for it to be procured by way of the ACSA internal procurement policies and procedures.

Tests and inspections before delivery
The Contractor is to provide proof of manufacturer certificate for spares procured during this contract. The certificate should contain the factory tests conducted and relevant statutory approval (accreditation) for the spare part purchase.
12 PERMITS

The Contractor 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 Activity Schedule in this regard.

The Contractor must ensure that he/she is, at all times, familiar with ACSA’s safety and security requirements relating to permits in order for work not to be delayed as a result thereof. This will include the permit application process.

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

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>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.

12.1 People restrictions, hours of work, conduct and records

Only people with valid East London Airport permits are allowed to be performing duties on the Employer's premises under the mandate of this contract.

The Contractor will be required to complete a register for all the duties performed on the Airport. The Contractor shall be required to sign the Work Order issued for services rendered. This service may need to be conducted outside of the Airport's operational hours or afterhours.

Cell phones and two-way radios

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.
The *Contractor* will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.

The *Contractor* must keep detailed records of all people (including subcontractors) working on the affected property.

The *Contractor*’s conduct must be at all times of a professional nature with effective courtesy and integrity.

12.2 Environmental controls, fauna & flora

All general environmental concerns and requirements is referred to the ACSA environmental policy defined in Section C1.5 under PART C1: AGREEMENT AND CONTRACT DATA.

12.3 Cooperating with and obtaining acceptance of Others

The *Contractor* will generally work in close relation to the ACSA maintenance team. However, cognisance should be made to respect the operations and be courteous to the other departments (ARFF, AVSEC, Operations) on the airport. The *Contractor* will liaise and accept notified (and ad hoc) engagements with statutory authorities and inspection / audit teams (agencies).

The *Contractor* need to understand that the Airport may have more than one activity happening at the Airport and therefore shall be required to share the areas where they will be performing a service.

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

12.4 Records of Contractor’s Equipment

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

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

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

The special permission lists must at all times be made available to the AVSEC department (including their contracted service provider) on request.
13 SITE SERVICES AND FACILITIES

13.1 Provided by the Employer

The Employer will provide the contractor with access to the maintenance complex as and when required.

The Contractor and his/her staff will utilise the ablution facilities in the maintenance complex. No ablution facilities may be used in the terminal building.

The Employer may provide space for the Contractor to erect a site office and/or yard in the maintenance complex, should they wish to do so.

13.2 Provided by the Contractor

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

In the event of a site office/yard, access control will be agreed between the Service Manager and the Contractor accordingly. Also in this event, the Contractor must make provision for ablution facilities as part of the site office establishment. Any site office / yard establishment requirements will be for the Contractor's own cost. The site office / yard must be de-commissioned at the end of the service period and the surface must be rehabilitated to its surrounding area accordingly.

13.3 Control of noise, dust, water and waste

The Contractor shall be required to keep the noise and dust at low levels and as well as conserve the scarce resources such as energy & water. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws.

13.4 Connections to existing works

In the event that the Contractor wish to establish a site camp and/or yard, the required services (electrical; sewer; water) will be billed for on a monthly basis.
Part C4: Site Information

C4.1 Site Information
C4.2 ACSA Special Requirements at an Operational Airport
C4.3 ACSA Environmental Policy
C4.4 Environmental Management System
C4.5 ACSA Services and Maintenance Contractors Terms to Commence Work
C4.6 Baseline HIRA: ACSA Generic Hazard Assessment
C4.7 Annexures to C4
Part C4: Site Information

C4.1: SITE INFORMATION

1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 General description

Figure 2: Locality map of the ELS airside precinct
C4.2: ACSA SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT

SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

1. Airports Manager

The Airports Manager is at all times responsible for the effective and safe operation of the airport. The Airports Manager or his designated representative will represent the Employer at the airport and he has full authority to act on behalf of the Employer, as set out in the contract documents.

The Airport manager will issue the necessary application forms to those who apply to the airport management for an airside vehicle permit and/or an Airport Security Permit and will decide, on receipt of the completed forms, whether or not to issue permits.

The Airport Management may at any time withdraw or suspend an Airside vehicle Permit or any Airside Security Permit.

All negotiations between the Contractor and the airport management shall be through the Engineer.

2. Airport Security and Safety

All personnel of the Engineer or Contractor will have to undergo a Security and Safety Awareness Programme before the start of the contract.

The Engineer/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

The Contractor shall make specific arrangements with the Employer, through the Engineer, to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the Contractor shall supply additional security personnel, approved by the Airport Manager to assist with security control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities have to be provided, it shall be done in consultation with the Airport Manager and Engineer. These facilities and personnel have to be provided by the Contractor.
3. **Responsibilities of Consulting Engineers/Contractor**

As a condition of approval of an application for an Airside Vehicle Permit, the Consulting Engineer/Contractor shall ensure that all vehicles and drivers are covered by the Contract Works, Public Liability and SASRIA Special Risks Insurance.

When a vehicle is no longer required for airside use, the Engineer/Contractor must upon removing it from airside use, remove and return the Airside Vehicle Permit to the airport manager.

The Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilised on movement areas.

Plant, equipment and personnel of the Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

4. **Accident/Penalties**

The Engineer/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

(i) Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.

(ii) Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger or vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilised vehicles on operational areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

- Withdraw any airport security permit.
- Withdraw any airside vehicle permit, if it is considered necessary to tow away vehicles when parked incorrectly.

5. **Identification and Warning Lights**

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self-propelled plant item, as required by the Engineer, shall be fitted with an approved amber rotating
warning light which shall be in continuous operation while the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

6. **Additional Security Measures**

- No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security area.

- Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.

- No accommodation of personnel will be allowed in the security area of the airport.

- No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made or interview may be given to anybody without the written permission from the Airport Manager.

- Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.

- No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance whatsoever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

If the Contractor is found lacking in any of the security measures or requirements, it will be sufficient cause for the termination of all construction activities until the matter has been rectified to the satisfaction of the Airport Manager.

No claim resulting from inadequate security and safety measures will be considered.

7. **Compliance with Instructions**

If the Contractor does not promptly comply with all instructions of the Airport Manager and Engineer, the Employer has the right to amend the working schedule in aid of safety. The Engineer also retains the right to suspend all works until the Contractor, in the opinion of the Engineer, complies with the requirements.

8. **Delays Caused by Airport Management**

If delays, leading to an extension of time, are caused by aspects such as airport requirements, a reasonable claim for extension of time may be considered. However, if such delays coincide with delays caused by other circumstances, such as weather conditions, no claim for extension of time caused by requirements of airport management will be considered.

9. **General Requirements for Execution of the Work**

At the end of each work period, all plant, vehicles, material and obstructions must be removed to a demarcated safe area. The cost of removal of plant and materials and cleaning operations shall be deemed to be included in the relevant work items or in the general items. The Engineer reserves the right to ban any item of plant or
equipment which leaks excessive amounts of fuel or oil. In addition all significant spillages of fuels and oils will be cleared immediately to the satisfaction of the Engineer failing which the Engineer reserves the right to have this work carried out by a third party to the cost of the Contractor.

The Employer retains the right to clean any of the mentioned areas if the Contractor neglects to do so to his satisfaction. In such a case the costs incurred by the Employer will be recovered from the Contractor at a rate of R400,00 per hour or part thereof taken by the sweeping machine of the Employer to do the work. This cost will be deducted from any monies payable to the Contractor.

If night work has to be done only suitable power and lighting units, approved by the Engineer, complying with the requirements of the Occupational Health and Safety Act No. 85 of 1993, SABS 0142-1981 and ICAO Annex 14 regulations shall be used.

10. **Times for the Execution of the Works**

Most of the work on this contract must be executed minimizing disruptions to airport operations. If, due to airport requirements, certain aspects of the work have to be done during night time, the following will apply:

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.
- At the end of the night’s work all lights, power plants, etc. must be removed to a safe area indicated by the Engineer and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

11. **Movement on the Airport, Barriers, Lights and Marks**

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.

These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor's programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.

12. **Dust and Pollution Control**

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the Engineer may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.

13. **Storing of Vehicles, Plant and Materials**

It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.
If material is temporarily stored outside the designated campsite, stockpiles shall be limited to a height of 1.0 m above natural ground level.

14. **Fires**

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

15. **Environmental**

The Airports Company South Africa (ACSA) recognises the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimise these impacts as far as possible.

Design consultants are encouraged to explore and implement (where possible) feasible opportunities for minimising environmental impacts in the form of stormwater, soil and groundwater pollution, resource and raw material utilisation, as well as energy and water conservation measures.
C4.3: ACSA ENVIRONMENTAL POLICY

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
ENVIRONMENTAL MANAGEMENT SYSTEM
POLICY

Airports Company South Africa SOC Limited, as a world-class airport operator, acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001: 2004 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations.
- Ensure storm water run off leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek out opportunities to reduce its carbon footprint, as well as that of the aviation industry.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group’s managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy shall be reviewed by management every three (3) years and made available to any interested parties on request.

Signed: ____________________________  Date: 04th May 2015

B. A. Masoko  Issue No: 8
Chief Executive Officer: Airports Company South Africa SOC Limited
C4.4: ENVIRONMENTAL MANAGEMENT SYSTEM

1. Scope

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

2. Objective

To incorporate all service and maintenance contractors into ACSA’s Environmental Management System (EMS), to align activities, products and services with the EMS and ACSA’s Environmental Policy.

3. Definitions and Abbreviations

ACSA
Airports Company South Africa SOC Ltd

ACSA AEMR
ACSA Airport Environmental Management Representative

ARFFS
Aerodrome Rescue and Fire Fighting Services

HCS
Handling & Storage of Hazardous Chemical Substances

SHE
Safety, Health and Environment

Service & Maintenance Contractor
An ACSA appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and on-going maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

4. Procedure General

4.1 All ACSA departments shall contact the airport’s ACSA AEMR prior to appointing a service or maintenance contractor on the airport.

4.1.1 All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer ACSA EMS Department Determining Significant Environmental Aspects Procedure - T010 001M. Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

4.2 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.1.1 above. If training is required, it shall be conducted by the relevant contractor’s responsible person/supervisor prior to commencing work on the airport.

4.3 The ACSA Department responsible for appointing service or maintenance contractors shall append the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.
4.4 The contractor’s representative shall ensure the conditions set out in the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048, along with ACSA’s Environmental Management System Policy are communicated to, comprehended and implemented by all contractor staff.

4.5 All ACSA Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.

4.6 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

5. Roles and Responsibilities

<table>
<thead>
<tr>
<th>Issues</th>
<th>Responsible Person</th>
<th>Alternate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has overall responsibility for adherence to this Operational Procedure</td>
<td>ACSA General Manager or Airport Manager</td>
<td>Relevant designated person shall assume responsibility</td>
</tr>
<tr>
<td>Has responsibility for adherence and implementation of this Operational Procedure</td>
<td>ACSA Safety Manager/ ARFFS Manager/ ACSA HOD: SHE/ ACSA AEMR</td>
<td>Relevant designated person shall assume responsibility</td>
</tr>
</tbody>
</table>

6. Verification

This procedure shall be verified in accordance with ACSA Verification Policy, Procedure and Working Instruction - Z001 002M.

7. Non Conformance

Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M.

8. References

ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M
ACSA Verification Policy, Procedure and Working Instruction - Z001 002M
ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M
ACSA Document Control Procedure - Z001 006M
ACSA Record Keeping Requirements Procedure - Z001 008M
ACSA Airfield Standard Operating Procedure Manual

9. Change Control

This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M.
10. Records

<table>
<thead>
<tr>
<th>Record Name</th>
<th>Storage Location</th>
<th>Record Number</th>
<th>Responsible Person</th>
<th>Retention Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACSA Service &amp; Maintenance Contractors Environmental Terms and Conditions to Commence Work</td>
<td>ACSA Safety Department</td>
<td>EMS 048</td>
<td>ACSA AEMR</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>ACSA Service and Maintenance Contractors Procedure</td>
<td>ACSA Master Document Control Office</td>
<td>T050 009M</td>
<td>ACSA Senior Administrator: Policies and Procedures</td>
<td>Five (5) years</td>
</tr>
</tbody>
</table>

11. Endorsement (See ACSA Master File in Document Control Office, Corporate)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval</td>
<td>ACSA Group Specialist: Aviation Compliance and Policy Kenton Sim</td>
<td>[Signature]</td>
<td>28/03/2013</td>
</tr>
<tr>
<td>Authorisation</td>
<td>ACSA Group Executive: Aviation Services John Neville</td>
<td>[Signature]</td>
<td>28/03/2013</td>
</tr>
<tr>
<td>Quality Assurance: Policy and Procedure</td>
<td>ACSA Corporate Specialist: Aviation Services and Technical Policy Michelle Erasmus</td>
<td>[Signature]</td>
<td>03/04/2013</td>
</tr>
</tbody>
</table>
C4.5: ACSA SERVICE & MAINTENANCE CONTRACTORS ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

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

<table>
<thead>
<tr>
<th>ISSUE</th>
<th>REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Policy</td>
<td>ACSA’s Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).</td>
</tr>
</tbody>
</table>
| Stormwater, Soil and Groundwater Pollution | • No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources.  
  • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.  
  • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor’s responsibility to determine the location of these areas.  
  • No leaking equipment or vehicles shall be permitted on the airport.  
  
  **Air Pollution**  
  • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.  
  • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.  
  • Fires: No open fires shall be permitted on site.  
  
  **Noise Pollution**  
  • All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.  
  • The Contractor shall comply with the applicable regulations with regard to noise.  
  
  **Waste Management**  
  • Waste shall be separated as general or hazardous waste.  
  • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.  
  • Under no circumstances shall solid or liquid waste be dumped, buried or burnt.  
  • Contractors shall maintain a tidy, litter free environment at all times in their work area.  
  • Contractors must keep on file:  
    1. The name of the contracting waste company  
    2. Waste disposal site used  
    3. Monthly reports on quantities – separated into general, hazardous and recycled  
    4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal  
    5. Copy of waste permit for disposal site  
  
  This information must be available during audits and inspections.  
  
  **Handling & Storage of Hazardous Chemical Substances (HCS)**  
  • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.  
  • Materials Safety Data Sheets shall be stored with all HCS.  
  • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).  
  • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.  
  • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.  
  
  **Water and Energy Consumption**  
  ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.  

Training & Awareness

The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damage (Penalties)

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

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

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

I, _________________________________ (name & surname) of ____________________________________________ (company)

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

Signed: ______________________ on this date: _______________________ (dd/mm/yyyy)

at: ______________________________ (airport name).
# Baseline Risk Assessment

<table>
<thead>
<tr>
<th>Risk Severity Definition</th>
<th>Description: Consequence (can lead to)…</th>
<th>Examples of what to look out for…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A</td>
<td>One or more multiple deaths and complete loss or destruction of equipment</td>
<td>A major accident</td>
</tr>
<tr>
<td>Catastrophic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category B</td>
<td>Serious injuries or major damage to equipment</td>
<td>Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely</td>
</tr>
<tr>
<td>Hazardous</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category C</td>
<td>Minor injuries or minor equipment damage</td>
<td>A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency</td>
</tr>
<tr>
<td>Major</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category D</td>
<td>Incidents</td>
<td>Operating limitations are breached. Procedures are not used correctly</td>
</tr>
<tr>
<td>Minor</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category E</td>
<td>Negligible or Inconvenience</td>
<td>Few consequences. No safety consequences. Nuisance</td>
</tr>
<tr>
<td>Negligible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Likelihood Probability</td>
<td>Description</td>
<td>Examples of what to look out for...</td>
</tr>
<tr>
<td>------------------------</td>
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<td>-----------------------------------</td>
</tr>
<tr>
<td>Category 1</td>
<td>Extremely Improbable (Rare)</td>
<td>Almost inconceivable that the event shall occur</td>
</tr>
<tr>
<td>Category 2</td>
<td>Improbable (Seldom)</td>
<td>Very unlikely that the event shall occur, it is not known that it has ever occurred before</td>
</tr>
<tr>
<td>Category 3</td>
<td>Remote (Unlikely)</td>
<td>Unlikely but could possibly occur. Has occurred rarely.</td>
</tr>
<tr>
<td>Category 4</td>
<td>Occasional</td>
<td>Likely to occur sometimes. Has occurred infrequently.</td>
</tr>
<tr>
<td>Category 5</td>
<td>Frequent</td>
<td>Likely to occur many times or regularly. Has occurred frequently or regularly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Likelihood Probability</th>
<th>Catastrophic</th>
<th>Hazardous</th>
<th>Major</th>
<th>Minor</th>
<th>Negligible</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
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<tr>
<td>Frequent</td>
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<td>5A</td>
<td>5B</td>
<td>5C</td>
<td>5D</td>
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<td>Occasional</td>
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<td>4A</td>
<td>4B</td>
<td>4C</td>
<td>4D</td>
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<td>Remote</td>
<td>3</td>
<td>3A</td>
<td>3B</td>
<td>3C</td>
<td>3D</td>
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<tr>
<td>Improbable</td>
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<td>2A</td>
<td>2B</td>
<td>2C</td>
<td>2D</td>
</tr>
<tr>
<td>Extremely Improbable</td>
<td>1</td>
<td>1A</td>
<td>1B</td>
<td>1C</td>
<td>1D</td>
</tr>
<tr>
<td>Generic Hazard</td>
<td>Specific component of Hazard</td>
<td>Hazard related consequence</td>
<td>Existing defenses to control risk</td>
<td>Safety Risk Index</td>
<td></td>
</tr>
<tr>
<td>----------------</td>
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<td></td>
</tr>
<tr>
<td>Site establishment</td>
<td>Delivering of containers and materials; increased vehicle movements and location of services</td>
<td>Operational disruptions, incidents and service disruptions</td>
<td>Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily</td>
<td>2D</td>
<td></td>
</tr>
<tr>
<td>Site Access</td>
<td>Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations</td>
<td>Injuries to Airport users, traffic build up, operational delays, vehicle incidents</td>
<td>Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.</td>
<td>2D</td>
<td></td>
</tr>
<tr>
<td>Persons on airside</td>
<td>Accidents and injuries</td>
<td>Injury to persons/Fatality</td>
<td>All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes &amp; hard hats (if required). An airside safety plan must be submitted before commencement of work.</td>
<td>3A</td>
<td></td>
</tr>
<tr>
<td>Vehicles on airside</td>
<td>Accidents and injuries</td>
<td>Damage to aircraft/vehicles/property/persons</td>
<td>All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access</td>
<td>4A</td>
<td></td>
</tr>
<tr>
<td>Driving on airside</td>
<td>Incidents</td>
<td>Damage to aircraft/ vehicles/property / persons</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>-------------------</td>
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<td>------------------------------------------------</td>
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</tr>
<tr>
<td>Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit. The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be effected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Driving on runways and taxiways without permission</th>
<th>Incursion (include definition)</th>
<th>Collision with aircraft/property damage or fatality/ies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Noise</td>
<td>Health Risks</td>
<td>Noise induced hearing loss</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Jet blast</td>
<td>Potential injuries and property</td>
<td>Damage to vehicles/property/persons</td>
</tr>
<tr>
<td>Perimeter fence breach</td>
<td>Security risk</td>
<td>National Key Point Violation</td>
</tr>
<tr>
<td>Crane operations</td>
<td>Height of crane</td>
<td>Flight path obstruction/collision with aircraft</td>
</tr>
<tr>
<td>Weather</td>
<td>Adverse weather conditions</td>
<td>Damage to aircraft/vehicles/equipment</td>
</tr>
<tr>
<td>Construction works</td>
<td>Foreign Object Debris (FOD)</td>
<td>Ingestion into aircraft engine</td>
</tr>
<tr>
<td>Construction works</td>
<td>Working at Height</td>
<td>Injury /fatality</td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Construction works</td>
<td>Storage of hazardous chemicals substances</td>
<td>Contamination/fire/ injury to persons/environmental impact</td>
</tr>
<tr>
<td>Construction works</td>
<td>Waste</td>
<td>Attracts rodents and birds which leads to bird strikes and adds to FOD</td>
</tr>
<tr>
<td>Construction works</td>
<td>Spillages (fuels/oils/hydraulics/chemicals/human waste)</td>
<td>Contamination/pollution/injury to persons/adverse health effects</td>
</tr>
<tr>
<td>Construction works</td>
<td>Dust</td>
<td>Damage to aircraft/injury to persons/adverse health effects/</td>
</tr>
<tr>
<td>Construction works/ Trenching</td>
<td>Damage to underground services. Interruption of critical services</td>
<td>Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions</td>
</tr>
<tr>
<td>Delivery of materials</td>
<td>Falling materials or stones or sand</td>
<td>Vehicle/pedestrian accidents</td>
</tr>
<tr>
<td>-----------------------</td>
<td>-----------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>Lack of signage – warning signs</td>
<td>Injuries and accidents</td>
<td>Injuries and accidents</td>
</tr>
<tr>
<td>Road crossing Central Boulevard</td>
<td>Not using the tunnel for crossing</td>
<td>Vehicle and pedestrian accidents</td>
</tr>
<tr>
<td>Waste management</td>
<td>Environmental impact</td>
<td>Illegal dumping</td>
</tr>
<tr>
<td>Trolleys</td>
<td>Damaging trolleys through misuse</td>
<td>Injuries and property damage</td>
</tr>
<tr>
<td>Golf carts</td>
<td>Misuse of golf carts</td>
<td>Injuries and property damage</td>
</tr>
<tr>
<td>Fire equipment</td>
<td>Use and abuse of fire equipment</td>
<td>Injuries and property damage</td>
</tr>
<tr>
<td>Unattended bags</td>
<td>Security risk</td>
<td>Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle and or Operational disruptions</td>
</tr>
<tr>
<td>Speed limits</td>
<td>Car accidents</td>
<td>Injuries and vehicle damage</td>
</tr>
<tr>
<td>Deliveries</td>
<td>Elevated Road</td>
<td>Disrupt traffic flow and passenger movements</td>
</tr>
<tr>
<td>Overhead works</td>
<td>Falling items</td>
<td>Injuries, vehicles, property damage</td>
</tr>
<tr>
<td>General housekeeping</td>
<td>Damage to escalators</td>
<td>Injuries, property damages</td>
</tr>
</tbody>
</table>
ANNEXES TO C4

Annex A  Footprint of the Affected Property
Annex B  Low Service Damages: Low Service Table
Annex C  Contractor’s Plan for the Service
Annex D  Contractor’s Organogram
Annex E  Contractor’s Schedule of Equipment and Tools
Annex F  Monthly Service Report Template and Assessment
ANNEX A: Footprint of the Affected Property

The affected property is located on the East London Airport grounds and encompass the following Landscaping Infrastructure to be maintained:

<table>
<thead>
<tr>
<th>Location Description</th>
<th>Location</th>
<th>Area (m²)</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area A: Complex to Main Gate</td>
<td>Landside</td>
<td>4,034</td>
<td>Grass</td>
</tr>
<tr>
<td>Area B: Airport access</td>
<td>Landside</td>
<td>1,282</td>
<td>Grass</td>
</tr>
<tr>
<td>Area C: Parking and Lockup garages</td>
<td>Landside</td>
<td>3,962</td>
<td>Grass</td>
</tr>
<tr>
<td>Area D: Ramp &amp; Fire Station</td>
<td>Airside</td>
<td>14,678</td>
<td>Grass</td>
</tr>
<tr>
<td>Area E: Business Lounge Airside</td>
<td>Airside</td>
<td>7,243</td>
<td>Grass</td>
</tr>
<tr>
<td>Area F: General Aviation</td>
<td>Landside</td>
<td>4,523</td>
<td>Grass</td>
</tr>
<tr>
<td>Area G: General Aviation Access</td>
<td>Landside</td>
<td>4,888</td>
<td>Grass</td>
</tr>
<tr>
<td>Area H: Retention Pond</td>
<td>Landside</td>
<td>3,723</td>
<td>Grass</td>
</tr>
</tbody>
</table>
Areas F-H

Alien Vegetation
## ANNEX B: Low Service Damages: Low Service Damages Table

<table>
<thead>
<tr>
<th>SERVICE CATEGORY</th>
<th>PERFORMANCE STANDARD</th>
<th>METHOD OF MEASUREMENT</th>
<th>TARGET</th>
<th>Low Service Damages (Penalties)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uniforms and staff personal protective equipment</td>
<td>Use of correct Personal Protective Equipment</td>
<td>No incidents related to non-use of PPE</td>
<td>100% compliance</td>
<td>Contractor pays R500 per staff member if staff members found non-compliant</td>
</tr>
<tr>
<td>Airport permits</td>
<td>Airport permits must always be displayed by the staff.</td>
<td>Random inspections by ACSA staff member</td>
<td>100% compliance</td>
<td>Contractor pays R500 per staff member if staff members found non-compliant</td>
</tr>
<tr>
<td>Grass cutting, Gardening, weed removal, Pruning of trees &amp; Cleaning</td>
<td>Weather permitting, contractor is expected to commence with activities within 48 hours after being issued with work order</td>
<td>Number of days to complete the work order</td>
<td>100% compliance</td>
<td>Contractor pays 10% per day exceeded after 48 hours.</td>
</tr>
<tr>
<td>Maintain a 5m Fire break around Perimeter fence</td>
<td>5m Fire break to be maintained quarterly</td>
<td>No trees and vegetation will grow within the 5m area</td>
<td>100% compliance</td>
<td>Contractor pays R500 per tree that grows or overhangs within 5m from the perimeter fence</td>
</tr>
<tr>
<td>Notices displayed</td>
<td>Display relevant notices per section during activities</td>
<td>No incidents related to non-displaying of notices</td>
<td>100% compliance</td>
<td>Contractor pays R1000 for failing to display Notices</td>
</tr>
<tr>
<td>Removal of grass cuttings from Airport premises</td>
<td>No grass heaps or bags left at the premises</td>
<td>Inspection by ACSA Surface maintenance staff</td>
<td>100% compliance</td>
<td>Contractor pays R1500 for grass not removed</td>
</tr>
<tr>
<td>Proof of dumping from an approved BCMM site</td>
<td>Certificate of disposal per dumping</td>
<td>Produce certificates of disposal per monthly meeting</td>
<td>100% compliance</td>
<td>Contractor pays R1500 per certificate not produced</td>
</tr>
<tr>
<td>Interaction with the employer</td>
<td>Attend monthly meetings</td>
<td>Complete attendance register</td>
<td>100% compliance</td>
<td>Contractor pays R1500 per scheduled meeting not attended</td>
</tr>
</tbody>
</table>

Parties agree to the following low service table. The low service damages do not influence the calculation of the contract sum/value.

I, ________________________________ (name & surname) of ________________________________ (company) agree to the above conditions and acknowledge ACSA’s right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: __________________________ on this date: ________________________ (dd/mm/yyyy)

at: ________________________________ (airport name).

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TENDER REFERENCE NUMBER: ELS 6010/2019/RFP
ANNEX C: Contractor’s Plan for the Service
ANNEX D: Contractor’s Organogram: Contractor’s Resource Proposal

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

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

<table>
<thead>
<tr>
<th>Number</th>
<th>Item description</th>
<th>Quantity</th>
<th>Serial Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
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<td>6</td>
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<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The contractor shall include the following minimum data on his/her periodic reports:

1. Urgent issues requiring employer’s attention
2. Maintenance work (including % of scheduled maintenance work completed)
3. Maintenance plan for the next interval
4. Outstanding maintenance issues