



---

## **Supply, deliver, and install new PIDS Lighting at the East London Airport**

---

**Reference number: ELS6043/2019/RFP**

Tel +27 43 0306 Fax +27 43 706 0313  
Administrator Office, 66 Settler's Way, 1st Floor, East London, Eastern Cape, South Africa, 5201  
Private Bag X109, East London, Eastern Cape, South Africa, 5200  
[www.airports.co.za](http://www.airports.co.za)

**TENDERER'S DETAILS**

1.	Name of Tenderer (Bidding Entity)	(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd, JV, SOLE PROPRIETOR etc.)
2.	Tel Number	
3.	Fax Number	
4.	Email	
5.	NAME of CONTACT	
6.	National Treasury CSD Registration Number	

Tel +27 43 0306 Fax +27 43 706 0313  
 Administrator Office, 66 Settler's Way, 1st Floor, East London, Eastern Cape, South Africa, 5201  
 Private Bag X109, East London, Eastern Cape, South Africa, 5200  
[www.airports.co.za](http://www.airports.co.za)

**ELS60432019/RFP: Supply, deliver and install new PIDS Lighting at the East London Airport**

**Contents**

**The Tender**

**Part T1: Tendering procedures**

T1.1	Tender Notice and Invitation to Tender
------	--

T1.2	Tender Data
------	-------------

**Part T2: Returnable documents**

T2.1	List of Returnable Documents
------	------------------------------

T2.2	Returnable Schedules
------	----------------------

**The Contract**

**Part C1: Agreement and Contract Data**

C1.1	Form of Offer and Acceptance
------	------------------------------

C1.2	Contract Data
------	---------------

C1.3	Insurance Schedule
------	--------------------

C1.4	Occupational Health and Safety Agreement
------	--

C1.5	ACSA Terms and Conditions of Bid
------	----------------------------------

**Part C2: Pricing data**

C2.1	Pricing Instructions
------	----------------------

C2.2	Pricing Schedule
------	------------------

**Part C3: Works Information**

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

**Part C4: Site information**

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

## T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOUTH AFRICA invites tenders for the **Supply, deliver and install new PIDS Lighting at the East London Airport**

Only Tenderers that satisfy the eligibility criteria (as stated elsewhere in this document) can tender.

### 1. Compulsory Briefing session

A compulsory briefing session with representatives of the Employer will take place at **10:00am** on **the 22<sup>nd</sup> of July 2019** at the **ACSA Admin Boardroom at the East London Airport**.

### 2. Tender Documents

The tender documents will be available from **10<sup>th</sup> of July 2019**. Electronic copies of the tender documents will be available for download on the **National Treasury eTender Portal as well as the ACSA tender bulletin** during the same period. No bid documents will be available at the briefing session.

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

<http://www.etenders.gov.za/>  
<http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders#>

### 3. Submission of bid documents

- a) The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close.
- b) The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder.
- c) The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the Bid documents.

#### **4. Closing Date**

The closing time for receipt of tenders is the **12<sup>th</sup> of August 2019** at **12h00pm** (South African Time). Tenders must be placed inside the tender box **(to be advised during the briefing session), which will be on the 1<sup>st</sup> floor ACSA Admin Boardroom, East London Airport.**

No telephonic, faxed or e-mailed tenders will be accepted. No late tenders will be accepted.

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

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

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

#### **5. Enquiries and Contact Information**

All enquiries are to be addressed to the e-mail address: [sekwati.nkwana@airports.co.za](mailto:sekwati.nkwana@airports.co.za)

The closing date for enquiries is on the **8<sup>th</sup> of August 2019 close of business.**

#### **6. Procurement Procedures**

Competitive selection will be used.

#### **7. Pre-qualification**

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

- Have a B-BBEE Status Level 1 or 2

## 8. Mandatory Administration Requirements

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

- Attendance of a compulsory briefing session;
- Only bidders with the following CIDB Contractor Grading or higher can bid.
- CIDB Grading of 3EP/3EB
- Completed and Signed Form of Offer & Acceptance
- Proof of a valid Letter of Good Standing with the Workers Compensation Commission

**NB: No award will be made to a supplier or service provider who is not registered on the central Supplier Database (CSD).**

**NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.**

## 9. Functional Evaluation

- ACSA will score functionality, rejecting all tender offers that fail to score the minimum number of points for functionality stated in the Tender data.
- No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score (60 points) for functionality as indicated in the Tender data and summarised in the table below.

<b>Criteria</b>	<b>Min</b>	<b>Max</b>
Experience	5	10
References	5	10
Warrantees	3	5
Project/Site Manager	5	10
Electrician	10	15
Safety Officer	7	10
Semi-Skilled Labourer	5	10
Luminaire Specification	14	20
Installation Methodology	3	5
Project Program & Schedule	3	5
<b>Total</b>	<b>60</b>	<b>100</b>





Criteria Description	Minimum Threshold	Weight																								
<table border="1"> <tr> <td>Provided</td> <td>Not Provided</td> </tr> <tr> <td>2.5</td> <td>0</td> </tr> </table> <p><b>d. Trade Test Certificate</b> (<i>Valid certificate to be submitted</i>)</p> <table border="1"> <tr> <td>Provided</td> <td>Not Provided</td> </tr> <tr> <td>2.5</td> <td>0</td> </tr> </table>	Provided	Not Provided	2.5	0	Provided	Not Provided	2.5	0																		
Provided	Not Provided																									
2.5	0																									
Provided	Not Provided																									
2.5	0																									
<p><b>6. Safety Officer</b></p> <p><b>a. Relevant Safety Experience</b> (<i>project details and reference to be supplied</i>)</p> <table border="1"> <tr> <td>&gt;5</td> <td>2 - 5</td> <td>&lt;2</td> </tr> <tr> <td>5</td> <td>2</td> <td>0</td> </tr> </table> <p><b>b. Safety Training Certificate</b> (<i>Valid Certificate to be submitted</i>)</p> <table border="1"> <tr> <td>Provided</td> <td>Not Provided</td> </tr> <tr> <td>5</td> <td>0</td> </tr> </table>	>5	2 - 5	<2	5	2	0	Provided	Not Provided	5	0	[7] 2 5	10														
>5	2 - 5	<2																								
5	2	0																								
Provided	Not Provided																									
5	0																									
<p><b>7. Semi-Skilled Labourer</b></p> <p><b>a. Relevant Experience</b> (<i>project details and reference to be supplied</i>)</p> <table border="1"> <tr> <td>&gt;2</td> <td>1-2</td> <td>&lt;1</td> </tr> <tr> <td>5</td> <td>2.5</td> <td>0</td> </tr> </table> <p><b>b. Relevant Education</b> (<i>certified qualification certificate to be provided</i>)</p> <table border="1"> <tr> <td>&gt;M0-M3</td> <td>Matric</td> <td>&lt;Matric</td> </tr> <tr> <td>5</td> <td>2.5</td> <td>0</td> </tr> </table>	>2	1-2	<1	5	2.5	0	>M0-M3	Matric	<Matric	5	2.5	0	[5] 2.5 2.5	10												
>2	1-2	<1																								
5	2.5	0																								
>M0-M3	Matric	<Matric																								
5	2.5	0																								
<p><b>8. Luminaire Specification – Luminaire specification to be attached</b></p> <p><b>a. Designed min Lux Level of 50 as per SANS 10389</b></p> <table border="1"> <tr> <td>&gt; 10</td> <td>5 - 10%</td> <td>&lt; 5%</td> </tr> <tr> <td>5</td> <td>4</td> <td>0</td> </tr> </table> <p><b>b. Lumen/Watt</b></p> <table border="1"> <tr> <td>&gt;110</td> <td>100 – 110 Lm/W</td> <td>&lt;100Lm/W</td> </tr> <tr> <td>5</td> <td>3</td> <td>0</td> </tr> </table> <p><b>c. Life Span (Guarantee) – 50 000 Hrs</b></p> <table border="1"> <tr> <td>&gt;50 000 hrs</td> <td>50 000 hrs</td> <td>&lt;50 000 hrs</td> </tr> <tr> <td>5</td> <td>4</td> <td>0</td> </tr> </table> <p><b>d. CRI (Colour Rendering Index)</b></p> <table border="1"> <tr> <td>&gt; 90</td> <td>75 - 90</td> <td>&lt; 75</td> </tr> <tr> <td>5</td> <td>3</td> <td>0</td> </tr> </table>	> 10	5 - 10%	< 5%	5	4	0	>110	100 – 110 Lm/W	<100Lm/W	5	3	0	>50 000 hrs	50 000 hrs	<50 000 hrs	5	4	0	> 90	75 - 90	< 75	5	3	0	[14] 4 3 4 3	(20) 5 5 5 5
> 10	5 - 10%	< 5%																								
5	4	0																								
>110	100 – 110 Lm/W	<100Lm/W																								
5	3	0																								
>50 000 hrs	50 000 hrs	<50 000 hrs																								
5	4	0																								
> 90	75 - 90	< 75																								
5	3	0																								
<p><b>9. Installation Methodology</b></p> <table border="1"> <tr> <td>Poor</td> <td>Installation method is unlikely to satisfy the project objective</td> <td>0</td> </tr> <tr> <td>Satisfactory</td> <td>The approach meets the min requirements and specific objectives</td> <td>3</td> </tr> </table>	Poor	Installation method is unlikely to satisfy the project objective	0	Satisfactory	The approach meets the min requirements and specific objectives	3	3	5																		
Poor	Installation method is unlikely to satisfy the project objective	0																								
Satisfactory	The approach meets the min requirements and specific objectives	3																								

Criteria Description		Minimum Threshold	Weight
Good	The approach is specifically tailored to address objectives of the project requirements. The method is flexible to accommodate changes that may occur during execution	5	
<b>10. Project Program &amp; Schedule</b> The outcome is to be presented and delivered on or before <b>31 March 2020</b> <ul style="list-style-type: none"> <li>• No Program 0</li> <li>• Programme without timelines 3</li> <li>• Program with timelines 5</li> </ul> The respondent will provide a preliminary Project Plan (Microsoft Project/Excel format) which demonstrates realistic time frames which meets the required deadline.		3	5
<b>Total</b>		<b>60</b>	<b>100</b>

## T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) as published in Government Gazette No 38960, Board Notice 136 of 2015 of 10 July 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

Clause Number	Tender Data
<b>F.1</b>	<b>GENERAL</b>
F.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA.
F.1.2	<p>The Bid documents issued by the Employer comprise:</p> <p><b>Part T1-Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender  T1.2 Standard Conditions of Tender  T1.3 Tender data  T1.4 Evaluation procedure and criteria</p> <p><b>Part T2- Returnable documents</b></p> <p>T2.1 List of returnable documents  T2.2 Bid Schedules (Included in T2.1)</p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance  C1.2 Contract data  C1.3 Insurance Schedule  C1.4 Occupational Health and Safety Agreement  C1.5 ACSA Terms and Conditions of Bid</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions  C2.2 Activity Schedules</p> <p><b>Part C3: Works Information</b></p> <p>C3 Works Information</p> <p><b>Part C4: Site Information</b></p>

Clause Number	Tender Data
	C4 Site Information <b>Part C5: Annexures</b>
F.1.4	The employer's agent is: Name:
F.1.6	<p>ACSA reserves the right to amend the terms and conditions of this tender at any time prior to finalisation of the contract between the parties.</p> <p>ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the lowest priced or not.</p> <p>ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the highest scored (in terms of F.3.11) or not.</p> <p>ACSA reserves the right to cancel this tender at any time.</p> <p>A contract in respect of the Services will not necessarily result from the tender responses received by ACSA and ACSA reserves the right to conduct a further procurement process with or without a request for tender or to enter negotiations with any one or more of the tenderers, should it decide to proceed to avoid the contract.</p>
<b>F.2</b>	<b>TENDERER'S OBLIGATIONS</b>
F.2.1	<p><b>Pre-qualification</b></p> <p>Bids that do not meet any one of the following criteria (valid proof/certification must be provided if required) may be disqualified and will not be evaluated further:</p> <p style="padding-left: 40px;">Bids that do not meet any one of the following criteria (valid proof/certification must be provided if required) may be disqualified and will not be evaluated further:</p> <ul style="list-style-type: none"> <li>• Have a B-BBEE Status Level 1 or 2</li> </ul> <p><b>Mandatory Administration Requirements</b></p> <p>Bids that do not meet any one of the following criteria (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further:</p> <ul style="list-style-type: none"> <li>• Attendance of a compulsory briefing session;</li> <li>• Only bidders with the following CIDB Contractor Grading of 3EB/3EP or higher can bid.</li> <li>• Completed and Signed Form of Offer and Acceptance</li> </ul>

Clause Number	Tender Data
	<ul style="list-style-type: none"> <li>• Proof of a valid Letter of Good Standing with the Workers Compensation Commission</li> </ul> <p><b>NB: No award will be made to a supplier or service provider who is not registered on the central Supplier Database (CSD).</b></p> <p><b>NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.</b></p>
F.2.7	<p>The arrangements for a compulsory briefing session are as stated in the <i>Tender Notice and Invitation to Tender</i>.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.13.3	<p>Each tender offer communicated on paper shall be submitted as an original plus one copy in separate and sealed envelopes as well as an electronic copy on a memory stick.</p>
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box: 1st floor, ACSA Admin Reception</b>  <b>Physical address: 66 Settlers Way, Greenfields, East London, 5201</b>  <b>Identification details: Reference number, title, tenderer's name and contact details</b></p>
F.2.13.6	<p>A two-envelope procedure will not be followed.</p>
F.2.13.9	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
F.2.16	<p>The tender offer validity period is <b>84 calendar days</b>.</p>
F.2.18	<p>During the tender process, the Tenderer must submit other material requested by the employer within seven calendar days of being requested to do so.</p>
F.2.23	<p>The tenderer is required to submit with his tender;</p>

Clause Number	Tender Data
	<p>a valid Tax Clearance Certificate issued and stamped by the South African Revenue Services (SARS) or pin and;</p> <p>Any certificates requested in T2 (The list of tender returnable documents) and;</p> <p>Copies of relevant documents as requested in other sections of this document.</p> <p>*The requirements of the Construction Industry Development Board Act and the Regulations may change from time to time and ACSA will be required to apply the version of the Construction Industry Development Board Act and Regulations applicable at the time of contract award. Tenderers should keep themselves updated on these requirements. Further information on the CIDB and CIDB registration can be found on the CIDB website <a href="http://www.cidb.org.za">www.cidb.org.za</a>.</p>
<b>F.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
F.3.4	<p>The tender offers will be opened immediately after completion of tender closing formalities at the <b>ACSA offices</b>. Bidders names and prices will be read after closing of the tender at:</p> <p>The ACSA Admin Boardroom, 1<sup>st</sup> floor, East London Airport</p>
F.3.11	<p>Only responsive tenders that satisfy the eligibility criteria (as per F.2.1 in this document) will be evaluated.</p> <p>The method for evaluation of responsive tenders shall be Method 2: Functionality, Price and Preference as described under Clause F.3.11.3</p>

Clause Number	Tender Data
F.3.13	<p>In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <p>the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>the tenderer has not abused the Employer's supply chain management system; and</p> <p>the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect;</p> <p>The Employer/ may also request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</p> <p>The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.</p> <p>The bid documents shall be submitted as a whole and shall not be taken apart unless the tenderer is instructed to do so in the bid documents</p> <p>The list of returnable documents (PART T2) must be completed in full. (A tenderer's company profile will not be used by ACSA to complete PART T2 on behalf of the tenderer).</p> <p>If PART T2 is not completed in full by the tenderer, his offer may be rejected.</p>
F.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is two.</p>
F.4	<p>The additional conditions of tender are:</p> <ol style="list-style-type: none"> <li>1 ACSA shall not be liable for any expense incurred by any tenderer in the preparation and submission of its tender, nor in the event this tender is cancelled.</li> <li>2 ACSA reserves the right to amend the terms and conditions of this tender at any time prior to finalisation of the contract between the parties.</li> <li>3 ACSA reserves the right to award this tender to any tenderer, regardless if this tenderer should be the lowest priced or not.</li> <li>4 ACSA reserves the right to award this tender to any tenderer, regardless if this tenderer should be the highest scored (in terms of F.3.11) or not.</li> <li>5 ACSA reserves the right to cancel this tender at any time.</li> <li>6 A contract in respect of the Services will not necessarily result from the tender responses received by ACSA and ACSA reserves the right to conduct a further procurement process with or without a request for tender or to enter into negotiations with any one or more of the tenderers, should it decide to proceed to avoid the contract</li> <li>7 As per PPPFA Regulations 11 (1) and (2), ACSA reserves the right to award the bid to the service provider that has more local human resources than the highest scoring bidder at Price and BBBEE evaluations</li> </ol>

Clause Number	Tender Data
	<p>8 As per PPPFA Regulations 11 (1) and (2), ACSA reserves the right to award the bid to the service provider that is sourcing the products locally other than the highest scoring bidder at Price and BBBEE evaluations</p> <p><b>Disclaimers</b> It must be noted that ACSA reserve the right to:</p> <ol style="list-style-type: none"> <li>1. Award the whole or a part of this tender;</li> <li>2. Split the award of this tender;</li> <li>3. Negotiate with all or some of the shortlisted bidders;</li> <li>4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;</li> <li>5. Cancel this tender;</li> <li>6. ACSA does not take any responsibility for expenses or loss, which may be incurred by any bidder in preparation of this bid.</li> </ol>



## T2.1 List of Returnable Documents

### Part 1 Returnable Schedules required for tender evaluation purposes

C1.1 Form of Offer and Acceptance	
C2.2 Activity Schedule	
Certificate of attendance of briefing session	
Certificate of Authority to Sign Tender	
Certificate of Authority of Joint Ventures (where applicable)	
Record of Addenda to Tender Documents	
Proposed Amendments and Qualifications	
Schedule of the Tenderer's Experience and References	
Schedule of key personnel's details	
Schedule of Resources for this Contract	
Construction Industry Development Board certificate	
Project Plan	
Enterprise Questionnaire	
Declaration of interest (SBD 4)	
Preference points claim (SBD 6.1)	
Bidders past supply chain management practices (SBD 8)	
Certificate of Independent bid determination (SBD 9)	
Certified copy of SARS Tax Clearance Certificate or Pin	
Certified copy of Broad Based Black Economic Empowerment (B-BBEE) verification certificate	
Letter of good standing with the Workers Compensation Commissioner	
Letter of warranty from the OEM / OEM agent (Letter must be on the OEM / OEM agent letterhead)	

**Part 2 Returnable Schedules that will be incorporated into the contract**

Proposed Amendments and Qualifications	
--	--

**Part 4 Other documents that will be incorporated into the contract**

C1.1	Form of Offer and Acceptance	
C1.2	Contract Data as per the NEC3 Engineering Construction Contract (April 2013)	
C2.1	Pricing Instructions	
C2.2	Price List (including the Activity Schedule)	
C3	Service Information – including All Annexes	

**CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING for Supply, deliver and install new PIDS Lighting at the East London Airport**

**FORM A 1.**

This is to certify that

I .....

Representative ..... of  
(tenderer).....

.....

Of  
(address).....

.....

.....

telephone  
number.....

fax  
number.....

visited ..... and ..... examined ..... the ..... site ..... on  
date.....

**CERTIFICATE OF AUTHORITY TO SIGN TENDER**

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

In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A4) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition F.2.13.4

*An example is shown below:*

"By resolution of the board of directors taken on 20\_\_\_\_ Mr/Ms\_\_\_\_\_ has been duly authorized to sign all documents in connection with this tender for **ELS6043/2019/RFP** and any contract which may arise therefrom on behalf of (block capitals)

Signed on behalf of Company:

In his/her capacity as:

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

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Signed		Date	
Name		Position	
Tenderer			

**FORM A 2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

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

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

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

**FORM A 3. RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	Date	Title or Details

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**FORM A 4. PROPOSED AMENDMENTS AND QUALIFICATIONS**

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

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**FORM A 5. SCHEDULE OF THE TENDERER'S RECENT EXPERIENCE**

*Make as many copies of this page as required*

*In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*

The following is a statement of work i.e. Luminaire replacement from conventional to LED lighting	Employer, Contact Person and Telephone Number.	Description of Contract	Value of Work inclusive of VAT (Rand)	Duration (Start and End dates)
1.				
2.				
3.				
4.				

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

**The information provided above must align to the letters from the tenderer's client**

Signed		Date	
Name		Position	
Tenderer			



**SCHEDULE OF THE TENDERER’S CURRENT COMMITMENTS**

*Make as many copies of this page as required*

The tenderer shall list below all assignments with which the proposed key personnel (as named in Form “C6”) are currently involved.

*In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*

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

Signed		Date	
Name		Position	
Tenderer			

**FORM A 6. SCHEDULE OF KEY PERSONNEL'S DETAILS**

**Site Manager**

Make as many copies of this page as required

**Note:** When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria.

The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
<b>Previous Work Experience</b>				
Position Held	Company	Start Date	End Date	Responsibilities/ Functions

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule of Key Personnel's Details**

**Electrician**

Make as many copies of this page as required

**Note:** When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria.

The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
<b>Previous Work Experience</b>				
Position Held	Company	Start Date	End Date	Responsibilities/ Functions

The undersigned confirms that the information provided above is correct.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule of Key Personnel's Details**

Make as many copies of this page as required

**Electrician Assistant**

**Note:** When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria.

The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
<b>Previous Work Experience</b>				
Position Held	Company	Start Date	End Date	Responsibilities/ Functions

The undersigned confirms that the information provided above is correct.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule of Key Personnel's Details**

Make as many copies of this page as required

**Safety Officer**

**Note:** When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria.

The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
<b>Previous Work Experience</b>				
Position Held	Company	Start Date	End Date	Responsibilities/ Functions

The undersigned confirms that the information provided above is correct.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule of Key Personnel's Details**

Make as many copies of this page as required  
**Semi-Skilled Labourer**

**Note:** When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria.

The undersigned confirms that the information provided above is correct.

Name				
Surname				
Nationality (Attach certified ID copy)				
Date of Birth				
Qualifications (attach certified copies)				
<b>Previous Work Experience</b>				
Position Held	Company	Start Date	End Date	Responsibilities/ Functions

The undersigned confirms that the information provided above is correct.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE OF KEY PERSONNEL’S EXPERIENCE**

Make as many copies of this page as required

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

	<b>Employer, Contact Person and Telephone Number.</b>	<b>Description Employment</b>	<b>Duration (Start and End dates)</b>
<b>a)</b>			
<b>a)</b>			
<b>b)</b>			
<b>c)</b>			

The undersigned confirms that the information provided above is correct.

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM A 7. SCHEDULE OF RESOURCES FOR THIS CONTRACT**

Tenderers to insert a page listing all human resources indicating their roles in the project (with levels of training and qualification for each) that will be employed for the execution of the contract. Specific reference needs to be made to additional resources (may be utilised at other sites) that will be available, should the need arise.



**FORM A 11: PROJECT PLAN**

(start-up proposal and delivery time)

**NB: For demonstrative purposes, select the 30<sup>th</sup> of March 2020 as the end date of the contract**



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:**

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

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

**Current or within last 12 months?**

\*insert separate page if necessary

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

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

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)  
a member of an accounting authority of any national or provincial public entity  
an employee of Parliament or a provincial legislature

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

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

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

**Current or within last 12 months?**

\*insert separate page if necessary

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

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

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;

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

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

*Enterprise name* \_\_\_\_\_

## **FORM A 9. BBEE VERIFICATION CERTIFICATE**

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

The Preferential Procurement Regulations Part 3, section 11 (9) states that, “A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

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. 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.



**FORM A 10. LETTER OF WARRANTEE / GUARANTEE FROM THE OEM or OEM AGENT**

**The letter must be on the letterhead and signed by the OEM or OEM agent**

**FORM A 11. TAX CLEARANCE CERTIFICATE or PIN**

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



**FORM A 12. LETTER OF GOOD STANDING WITH THE WORKERS COMPENSATION COMMISSIONER**

The tenderer is required to provide the letter of good standing from the Workers Compensation Commissioner. A valid letter if they have one OR proof of application for one if they have an expired one and have applied for a new one.

**FORM A 13. CONSTRUCTION INDUSTRY DEVELOPMENT BOARD GRADING  
CERTIFICATE (CIDB)**

**FORM A 14. PROPOSED PRODUCT FUNCTIONALITY**

**(SUPPLY, DELIVER, INSTALL AND COMMISSIONING METHODOLOGY AND SPECIFICATION OF THE LED LIGHTING)**

**FORM A 15. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993) & CONSTRUCTION REGULATION 5.1(k)**

**OBJECTIVES**

To assist Airports Company South Africa SOC Limited (ACSA) to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

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

**The parties to this Agreement are:**

<b>Name of Organization:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</b>
<b>Physical Address:</b>  <b>O. R. Tambo International Airport International Terminal Building ACSA North Wing Offices 4<sup>th</sup> Floor Kempton Park 1627</b>

**Hereinafter referred to as "Client"**

<b>Name of organisation:</b>  
--------------------------------------




## **GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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

## **THE UNDERTAKING**

The Mandatory undertakes to comply with:

## **INSURANCE**

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The 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.
  - Public Liability Insurance Cover as required by the Subcontract Agreement
  - Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

### **COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.



9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

## **FURTHER UNDERTAKING**

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

## **ACCEPTANCE BY MANDATARY**

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

I, \_\_\_\_\_ (Name and Surname), a duly authorised 16.2

Appointee acting for and on behalf of \_\_\_\_\_  
 (Company Name) undertake to ensure that the requirements and the provision of the OHS Act 85  
 of 1993 and its regulations are complied with.

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

Expiry date .....

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORTS COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**NAME**

**FORM A 18**

**ACSA Service & Maintenance Contractors  
Environmental Terms and Conditions to Commence Work - EMS 048**

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

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<p>No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</p> <p>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.</p> <p>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.</p> <p>No leaking equipment or vehicles shall be permitted on the airport.</p>
<b>Air Pollution</b>	<p>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</p> <p>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</p> <p>Fires: No open fires shall be permitted on site.</p>
<b>Noise Pollution</b>	<p>All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</p> <p>The Contractor shall comply with the applicable regulations with regard to noise.</p>
<b>Waste Management</b>	Waste shall be separated as general or hazardous waste.

	<p>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.</p> <p>Contractors shall maintain a tidy, litter free environment at all times in their work area.</p> <p>Contractors must keep on file:</p> <p>The name of the contracting waste company</p> <p>Waste disposal site used</p> <p>Monthly reports on quantities – separated into general, hazardous and recycled</p> <p>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</p> <p>Copy of waste permit for disposal site</p> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<p>All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</p> <p>Materials Safety Data Sheets shall be stored with all HCS.</p> <p>All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</p> <p>All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</p> <p>Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</p>
<b>Water and Energy Consumption</b>	<p>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.</p>
<b>Training &amp; Awareness</b>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

**Penalties**

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

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

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity

Number:.....  
.....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup> “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.

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

2.7.1 If so, furnish the following:

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

.....

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

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

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

(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 / **YES / NO**  
 trustees / shareholders / members or their spouses conduct  
 business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
 of the company have any interest in any other related companies  
 whether they are bidding for this contract?



2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Number	Employee / Peral Number

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**FORM A 20.**

**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

	<b>POINTS</b>
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis considering all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 If two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = 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:

5.2

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, if the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the

contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

**6. BID DECLARATION**

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

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

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

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

**8 SUB-CONTRACTING**

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?  
.....%

(ii) the name of the sub-contractor?  
.....

(iii) the B-BBEE status level of the sub-contractor?  
.....

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9 DECLARATION REGARDING COMPANY/FIRM**

- 9.1 Name of company/firm .....
- 9.2 VAT registration number .....
- 9.3 Company registration number.....

- 9.4 TYPE OF COMPANY/ FIRM
- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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



- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

.....  
SIGNATURE(S) OF BIDDER(S)

2. ....

DATE:.....

ADDRESS:.....



.....

.....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT**

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, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9. (1) and 9. (3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 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.
- 1.5. 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.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:  
$$LC = 1 \times 100$$
Where  
x imported content  
y bid price 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, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.
- 1.7. A bid will be disqualified if:
  - the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
  - this declaration certificate is not submitted as part of the bid documentation.

### **SBD 6.2**

### **2. Definitions**

- 2.1. "bid" includes advertised competitive bids, written price quotations or proposals;

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

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

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency Rates of exchange

- US Dollar
- Pound Sterling
- Euro
- Yen
- Other

**SBD 6.2**

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

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

IN RESPECT OF BID No. ....

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

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

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:  
Bid price, excluding VAT (y) R

Imported content (x) R

3 Stipulated minimum threshold for Local content (paragraph above)

Local content % , as calculated in terms of SATS 1286

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

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

SIGNATURE: DATE: \_\_\_\_\_

WITNESS No. 1 DATE: \_\_\_\_\_

WITNESS No. 2 DATE: \_\_\_\_\_

**FORM A 21. SBD 8**

**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> 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). <sup>2</sup> Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

**<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.**

**<sup>2</sup> 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.**



**FORM A 23.**

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.
  9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
  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

**<sup>3</sup> 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.**



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME: SUPPLY, DELIVERY, INSTALL, COMMISSION AND TESTING OF PIDS LIGHTING REPLACEMENT**

**PROJECT NUMBER: ELS6043/2019/RFP**

**NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at East London Airports**

(Registration Number : 1993/004149/30)

and \_\_\_\_\_

(Registration Number : \_\_\_\_\_)

for **SUPPLY, DELIVERY, INSTALL, COMMISSION AND TESTING OF PIDS LIGHTING REPLACEMENT**

.

---

<b>Contents:</b>	<b>Page No.</b>
Part C1 Agreements & Contract Data	[3]
Part C2 Pricing Data	[19]
Part C3 Scope of Works	[24]
Part C4 Site Information	[39]

---



**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: design, manufacture, supply, installation, commissioning and testing of passenger lift.

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

By the representative of the 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:**

**R**..... (in figures)

.....

..... (in words);

**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 Bidder:**

.....  
*(Insert name and address of organisation)*

Date

.....



Name &  
signature of  
witness

---

**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
- Part C4           Site Information

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

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

The 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 one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

.....  
 Airports Company South Africa SOC Limited,  
 The Maples, River Woods, 24 Johnson Road.  
 Bedfordview, Gauteng, 2008  
 .....



Name &  
signature of  
witness

Date

.....







.....  
*(Insert name and address of organisation)*

.....  
*(Insert name and address of organisation)*

Name &  
Signature of  
witness

Date

.....  
.....

.....  
.....

**Part C1.2a Contract Data**

**Part one – Data provided by the Employer**

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.

<b>Clause</b>	<b>Statement</b>	<b>Data</b>
<b>1</b>	<b>General</b>	

---

The *conditions of contract* are  
the core clauses and the clauses  
for Main Option



Main Option  
Dispute resolution Option

**A: Priced contract with Activity Schedule**  
**W1: Dispute resolution procedure**

Secondary Options  
(incorporating amendments)

**X1: Price Adjustment**  
**X2: Changes in the law**  
**X7: Delay damages**  
**X13: Performance Bond**  
**X16: Retention**  
**X17: Low service damages**  
**X18: Limitation of liability**  
**Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013**

10.1 The *Employer* is (Name) Airports Company South Africa SOC Limited,  
applicable at East London Airport

Address Airports Company South Africa SOC Limited  
East London Airport  
66 Settlers Way,  
East London,  
5201

10.1 The *Project Manager* is Samkelo Luyenge

Address

Address:  
Airports Company South Africa SOC Limited  
East London Airport  
66 Settlers Way,  
East London,  
5201

Telephone

+27 43 706 0358

E-mail address

[Sam.Luyenge@airports.co.za](mailto:Sam.Luyenge@airports.co.za)

10.1 The *Supervisor* is Ivan Maaske

Address

Airports Company South Africa SOC Limited  
East London Airport  
66 Settlers Way,  
East London,  
5201

Telephone

+27 43 706 0310

E-mail address

Ivan.Maaske@airports.co.za

11.2 The *works* are SUPPLY, DELIVERY, INSTALL, COMMISSION AND TESTING OF PIDS LIGHTING REPLACEMENT as fully detailed in the Scope of Work Part C3.

11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Availability of As Built information</li> <li>• Access to Site</li> <li>• Statutory approvals and ACSA approvals</li> <li>• Site Constraints and Constructability</li> <li>• Notification of Claims</li> <li>• Financial and Procurement</li> </ul>
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	East London Airport
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	7(seven) business days
<b>3</b>	<b>Time</b>	
31.2	The <i>starting date</i> is	on issuing of purchase order
11.2	The <i>completion date</i> is	6 months after contract <i>starting date</i>
30.1	The <i>access date</i> is	to be agreed with Employer before contract start date.
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by	the tender closing date
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 (four) weeks
35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the Employer and Others shall not relieve the <i>Contractor</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	12 (twelve) months after Completion of the whole of the <i>works</i>



43.2	The <i>defects correction period</i> is	2 (two) weeks																												
<b>5</b>	<b>Payment</b>																													
50.1	The <i>assessment interval</i> is	15th day of each successive month																												
50.1	The <i>currency of this contract</i> is the	South African Rand																												
51.2	The period within which payment is made is	4 (four) weeks																												
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time																												
<b>6</b>	<b>Compensation events</b>																													
60.1	The <i>weather measurements</i> to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius																												
60.1	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose																												
60.1	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	<table border="1"> <thead> <tr> <th>Month</th> <th>Days</th> <th>Month</th> <th>Days</th> </tr> </thead> <tbody> <tr> <td>January</td> <td>3</td> <td>July</td> <td>1</td> </tr> <tr> <td>February</td> <td>1</td> <td>August</td> <td>1</td> </tr> <tr> <td>March</td> <td>1</td> <td>September</td> <td>1</td> </tr> <tr> <td>April</td> <td>2</td> <td>October</td> <td>1</td> </tr> <tr> <td>May</td> <td>1</td> <td>November</td> <td>2</td> </tr> <tr> <td>June</td> <td>1</td> <td>December</td> <td>1</td> </tr> </tbody> </table>	Month	Days	Month	Days	January	3	July	1	February	1	August	1	March	1	September	1	April	2	October	1	May	1	November	2	June	1	December	1
Month	Days	Month	Days																											
January	3	July	1																											
February	1	August	1																											
March	1	September	1																											
April	2	October	1																											
May	1	November	2																											
June	1	December	1																											
<b>7</b>	<b>Title</b>	No data required for this section of the <i>conditions of contract</i>																												
<b>8</b>	<b>Risks and Insurance</b>																													
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data																												
84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.																												
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993																												

<b>9</b>	<b>Termination</b>	No data required for this section of the <i>conditions of contract</i>
<b>10</b>	<b>Data for Main Options</b>	
<b>A</b>	Priced contract with Activity Schedule	as detailed in Part C2
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	
<b>X7</b>	<b>Delay Damages</b>	
	Delay damages of the <i>works</i> are	amount per day is 0.5%, to the maximum of 10% of the Contract value
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.
<b>X16</b>	<b>Retention</b>	
X16.1	The <i>retention period of the performance bond</i>	52 weeks after completion of the whole of the works
<b>X18</b>	<b>Limitation of Liability</b>	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Refer to C1.4 insurance schedule
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	Refer to C1.4 insurance schedule
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The e excluded matters are amounts payable by the <i>Contractor</i> as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the <i>Employer's</i> property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the <i>Contractor's</i> risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 – Z20</b>
<b>Amendments to the Core Clauses</b>		
<b>Z1</b>	<b>Interpretation of the law</b>	
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
<b>Z2</b>	<b>Providing the Works:</b>	
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b> The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose	

<b>Z3</b>	<b>Other responsibilities:</b>
	<b>Add the following at the end of core clause 27:</b>
<b>Z3.1</b>	The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
<b>Z3.2</b>	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works Information</i> or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
<b>Z4</b>	<b>Extending the defects date:</b>
	<b>Add the following as a new core clause 46:</b>
<b>Z4.1</b>	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>
<b>Z4.2</b>	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
<b>Z4.3</b>	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":</b> "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".
<b>Amendment to the Secondary Option Clauses</b>	
<b>Z6</b>	<b>Performance Bond</b>
<b>Z6.1</b>	<b>Amend the first sentence of clause X13.1 to read as follows:</b> The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.
<b>Z6.2</b>	<b>Add the following new clause as Option X13.2:</b> The <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>contract period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security
<b>Z7</b>	<b>Limitation of liability:</b>
	<b>Insert the following new clause as Option X18.6:</b>
<b>Z7.1</b>	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00

**Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

---

**Additional Z Clauses**

---

**Z8 Cession, delegation and assignment**

---

**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*

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

---

**Z9 Joint and several liabilities**

---

**Z9.1** If the *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.

**Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

**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*.

---

**Z10 Ethics**

---

**Z10.1** The *Contractor* undertakes:

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

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

**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.

**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.

---

**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 *Project 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 *Project 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 *Project 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 *Project 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 *Project 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.

---

**Z16** **Dispute resolution:**

---

**Z16.1** **Appointment of the Adjudicator**

---

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

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

Panel of Adjudicators

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

**Z16.2 Appointment of the Arbitrator**

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

Panel of Arbitrators

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

**Z17 Notification of a compensation event**

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

**Z18 BBEE Certificate**

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

**Z19 Communication**

**Z19.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:  
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more

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

**Z20 Delegation**

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



**Z20.1** 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***

**Clause Statement**

**Data**

---

10.1 The Contractor is (Name):  
Address:  
  
Telephone No.  
Fax No.

---

11.2 The *working areas* are Only the Site Area at the airside.

---

24.1 The *Contractor's Key people* are: **CV's to be appended to Tender Schedule**



Name:

Job Title for this Project:

Responsibility:

Qualifications:

Experience:

Name:

Job Title for this Project:

Responsibility:

Qualifications:

Experience:

---

Name:

Job Title for this Project:

Responsibility:

Qualifications:

Experience:

---



Name:

Job Title for this Project:

Responsibility:

Qualifications:

Experience:

---



**Part C1: Agreements and Contract Data**  
**C1.3: Form of Guarantee**

**PRO FORMA FOR PERFORMANCE BOND**

**PERFORMANCE BOND**

**[TO BE REPLICATED ON BANK'S LETTERHEAD]**

Brief description of contract.....

Name and address of Beneficiary.....

..... (whom the contract defines as the Contractor).

We, the undersigned ..... and..... in our capacities as Guarantor's..... of ..... (**Registration Number: ....**) (hereinafter called "the Bank") have been informed that ..... hereinafter called the 'Principal') is your Contractor under such contract, which requires him to obtain an irrevocable, unconditional performance security.

At the request of the Principal, we .....(name of bank) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of .....(the "Guaranteed Amount") upon receipt by us of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

This guarantee constitute an irrevocable, unconditional, non-negotiable and non-transferable undertaking to pay in accordance with the above, subject to the proviso that this Letter will not be interpreted as extending the Bank's liability to anything more than the Guaranteed Amount.

Notwithstanding anything to the contrary herein contained, the Bank's obligation shall be construed as principal and not as accessory to the contract and shall not be delayed or discharged by the fact that a dispute exists between the Employer and the Contractor.

We undertake to pay you such Guaranteed Amount upon receipt by us, within such period of 14 days, of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

The guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20....

For:  
**Registration Number:**

---

**Name & Position**

As witnesses:

1. \_\_\_\_\_
2. \_\_\_\_\_

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.4: ACSA INSURANCE CLAUSES**

#### **SECTION A: DEFINITIONS**

**Landside** refers to:

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

**Airside** refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

#### **SECTION B: INSURANCE CLAUSES**

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

#### **1.1 Contract Works**

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

#### **1.2 Public Liability**

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

#### **1.3 Professional Indemnity**

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

### **2. Insurance requirements for contracts below R50million on the AIRSIDE**

#### **2.1 Contract Works**

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

## 2.2 Public Liability

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

## 2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.

Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

## PART C2: PRICING DATA

### C2.1. Pricing Assumptions: Option A

#### Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
- 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.
- 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.
- 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 Project Manager.
- No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.

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

## **DISBURSMENT SCHEDULE**

- (a) Only project related costs listed below and presented to ACSA will be compensated by ACSA.
- (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- (c) All rates are exclusive of VAT
- (d) Health and Safety Agent will be recovered through Disbursements.
- (e) No mark-up on any disbursement cost will be paid.
- (f) No payment for disbursement will be made for the following:
  - Travelling (except for on-site travelling) and accommodation
  - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
  - Telephone calls
  - Cellular calls
  - Computer costs
  - Telefaxes (outgoing or incoming)
  - Email (sent or received)

## C2.2. The Activity Schedule

Item	Description	Unit Cost	Quantity	Total
<b>Section A: Preliminary and General</b>				
1	Project Management, Contract Management and Administration (including required reporting such as project progress reports, risk register and management reports, etc.).	R	1	R
2	All tools and machinery required to complete the Works and a compliant Boom lift as per Occupational Health and Safety Act of 1993	R	1	R
3	Permits	Provisional sum	sum	5000
4	All required on-site testing and certification (i.e. Lux output, Meggar readings etc.)	R	sum	R
4.1.	Electrical Certificate of Compliance	R	sum	R
4.2.	Safe Disposal Certificates	R	sum	R
5	Erection of safety signage for construction	R	1	R
6	Preparation and submission of a health and safety file for approval to the Employer	R	1	R
<b>Sub-Total A</b>			R	
<b>7</b>	<b>Installation and Commissioning</b>			
7.1	Removal from site of the old light fittings, spigots and lamps and provide the safe disposal certificate.	R	1	R
7.2	Remove existing 57-watt lamp and fittings on 6-meter poles and replace with new 55-watt LED luminaire		181	



Item	Description	Unit Cost	Quantity	Total
7.3	Remove existing 57-watt lamp and fittings 3-meter pole and replace with 55-watt LED luminaire		254	
7.4	Replace circuit breakers in each pole to match the existing circuit breaker tripping curves and rating		435	
7.5	Remove existing spigots and replace with new spigot - ø52mm for the top of the poles and ø42mm to accommodate the new light fitting and will be angled at 15 degrees		435	
7.6	Ensure all connections are insulated and terminated in end connectors		1740	
7.7	Where required, ensure steel covers are secure and in place fastened with Hex head stainless steel machine screw where required, spare covers are available from ACSA		250	
7.8	Trenching for cable		M <sup>3</sup>	
<b>Sub-Total B</b>			R	
<b>Sub-Total C (Sub-Total (A+B))</b>			R	
Contingency (10% of Sub Total C)			R	
<b>Sub Total D (Tendered Amount Excluding Vat) (Sub-Total (C + Contingency))</b>			R	
Vat (15% of Sub-Total D)			R	
<b>*Total Tendered Amount (Sub-Total (D + Vat))</b>			R	

\*This amount should be carried over to the form of offer PartC1. The total tendered amount shall be fixed, and it is not subject to fluctuation as a result of inflation, foreign, exchange rate variation, etc.

**PART C3: SCOPE OF WORK**

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Works Information</i>	
C3.2	<i>Contractor's Works Information<sup>1</sup></i>	
	Total number of pages	

---

**C3.1: EMPLOYER’S WORKS INFORMATION**

**1. Description of the works**

In brief, the contractor will be responsible for, supply, delivery, install, commissioning and testing of the Perimeter Security Fence lighting at East London Airport,

**2. Contract Management**

**Management meetings<sup>2</sup>**

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Project progress meeting and safety inspections	Bi Weekly	Onsite	Contractor, Supervisor and Employer’s safety officers
Overall contract progress and feedback	Monthly	Onsite/telecon/skype	Project Manager, Contractor and Supervisor

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for 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.

**Health and safety risk management**

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

---

<sup>2</sup> The information in this section is required by the contract. Do not delete.

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

The 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 fire prevention system. Care must also be taken so as 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.

Environmental constraints and management

*The Contractor shall comply with the environmental criteria and constraints stated in Annexure [B] to this Works Information*

### **Quality assurance requirements**

All work must be executed in accordance with prevailing industry norms and standards relating to quality, such as ISO9001.

Within the period stated in the Contact Data, the *Contractor* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*. The manual includes pro-forma checklists for all requirements of the *Contractor's* quality control and assurance program and those called for in the Scope.

Acceptance by the *Employer* of the *Contractor's* quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the *Contractor* of his obligation to provide services which meet the requirements of the Contract.

### **Invoicing and payment**

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

The *Contractor* shall address the tax invoice to the following Address,

Airports Company South Africa SOC Limited  
East London Airport  
66 Settlers Way,  
East London,  
5201

and include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager*;  
The contract number and title;  
*Contractor's* VAT registration number;  
The *Employer's* VAT registration number 4930138393;  
Description of work done by cross reference to *Project Manager's* certificate;  
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;  
Quote purchase order number as a reference

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

Invoices should be submitted via email to [Invoices.Acsa@airports.co.za](mailto:Invoices.Acsa@airports.co.za)

### **Provision of bonds and guarantees**

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

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

### 3. Specifications of the works

#### *Employer's Specifications*

##### **3.1 General Specifications**

The following are the minimum specifications:

- Designed or Assembled in RSA
- Luminaires shall be robustly constructed, weatherproof, hail proof, insect proof, corrosion proof, solar (including ultra-violet) resistant and vandal resistant.
- Luminaires shall be constructed from durable lightweight materials and shall be accompanied by comprehensive test reports certifying that the luminaires have successfully passed accelerated ageing tests (also refer to 4.8 and 5.6 of **SANS 475**)
- The luminaires shall have a minimum protection rating of IP 66 on Optical and control gear compartment as per **SANS 60529/ IEC 60529**
- Luminaire manufactured from aluminium
- Thermal feedback to protect LED's and driver from overheating.
- LED's and driver should be designed in a way to allow future upgrade (lighting control adaptable)
- The Luminaires shall comply with the requirements of **SANS 60598** part 1, part 2 and part 3.
- Luminaires shall be a colour that is an acceptable match to neutral white (4000K) as per **SANS 1091**. **Painted luminaires shall not be accepted.**
- **50 000** hours, at a lumen depreciation of not more than 30% or better
- Fitting to be Secured by stainless steel latches and access screws
- The luminaire shall operate at a Power factor rated at 0,95 or better
- 5 years' warranty on light fitting
- The power supply must automatically disengage when opening the luminaire.
- Fitting must come with Surge protection 20kV/20kA device mounted inside the gear compartment and it should be easily replaceable
- All control gear shall be suitable for operation with the specified rating of the lamp on a 230V ±10%
- Luminaires shall be earthed in accordance with clause 3.8 of **SANS 60598-2-3** or with clause with clause 13 of the Electrical Machinery Regulations of the **OSH Act (Act 85 of 1993)**.

- All Internal wiring of the luminaires shall comply with clause 3.10 of **SANS 60598-2-3**. It shall be flexible and suitably rated and insulated to withstand the voltages and temperatures encountered in service. All wiring shall comply with the requirements of **SANS 1507** and, where applicable, **SANS 529**.
- All parts of an earth terminal shall be made of brass or similar corrosion-resistant material and the contact surfaces shall be bare metal and not painted or varnished surfaces.
- Weight must not be more than the current pole structure design can handle

### **3.2. Photometry**

The following are the minimum specifications:

The contractor will be required to provide a simulation of the lights to ascertain that there will be sufficient lighting to suit the existing pole arrangement and not result in dark spots.

### **3.3 Electrical Characteristics**

All control gear shall be suitable for operation with the specified rating of the lamp on a 230V ±10%

### **3.4 The Spigot**

The spigot shall be type – ø42mm and have an angle of 15 degrees and the Spigot shall be made from marine grade aluminium allowing for corrosion resistance.

### **3.5 Electrical connections**

- The contractor shall ensure that all connections in the poles are in accordance with SANS 10142-1
- All terminations inside the poles shall be in End Connectors – size 2, internal size of 10 mm Ø and be of a standard range
- All end connectors shall be able to accommodate 2 x 16 mm<sup>2</sup>
- All End Connectors shall use size 4 key size for tightening conductors.
- All End conductor Insulating sleeves shall be Suitable for Non-Sparking Range 2-D type
- The connection of lighting in the poles shall follow the sequence of RED- WHITE – BLUE from the control box to the end of the circuit, ensuring that all phases are equally balanced.
- The lighting controls shall be controlled by day/Night switch.
- The circuit breakers shall be replaced with similar and rated at 5 amps, single pole with a 3ka rating.
- A Certificate of Compliance shall be issued on completion for each lighting circuit (K1, K2 and K3).



### **3.6 Light Poles**

- All covers shall be refitted with tapped screw thread and steel using 4mm allen head stainless steel machine screws.
- The new Spigots shall be centrally mounted and fastened onto the top of each pole

### **3.7 Testing**

- Successful test results shall be presented to the Employer on delivery of the light fittings

### **3.8 Power Supply**

- The contractor shall ensure that supply power cable between all lighting poles circuits and control kiosks are electrically continuous.

## **4. Applicable Standards and norms:**

The below list should be used as a guide; however, it is not exhaustive. The Contractor shall ensure compliance

to current and relevant industry standards and norms pertaining to the Works.

Note: in a case where a stringent standard was used than the below mentioned, a stringent standard shall take precedence.

- Occupational Health and Safety Act of 1993
- SANS 10142-1 (Latest edition)
- SANS 16368
- SANS 60598-2-3
- SANS 475

## 5 Personnel

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

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

All key personnel are required to have personal access permit to access the site.

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 tender price 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 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 following table is not all inclusive, but is provided for illustration purposes:**

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

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



### **Subcontracting**

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

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

**6 Annexes to the Scope of Work**

6.1 Annexures issued by the *Employer*

*[This is the list of Annexure to the Scope of Works issued by the Employer at or before the Contract Date and which apply to this contract]*

<b>Annexure</b>	<b>Revision</b>	<b>Title</b>
<b>Annexure A</b>	<b>1</b>	<b>Occupational Health and Safety Agreement</b>
<b>Annexure B</b>	<b>2</b>	<b>Environmental Terms and Condition</b>
<b>Annexure C</b>	<b>3</b>	<b>Service Level table</b>

**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:

3. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
4. 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:**

<p><b>Name of Organisation:</b></p> <p><b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED EAST LONDON AIRPORT</b></p>
<p><b>Physical Address:</b></p> <p><b>Airport Company South Africa SOC Limited</b> East London Airport 66 Settlers Way, East London, 5201</p>

**Hereinafter referred to as “Client”**

<p><b>Name of organisation:</b></p>
<p><b>Physical Address</b></p>

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

**MANDATORY’S MAIN SCOPE OF WORK**

---



---

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

10. 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.
11. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
  12. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
  13. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
  14. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
  15. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
  16. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
  17. This Agreement shall be binding for all work the Mandatory undertakes for the client.
  18. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

#### **THE UNDERTAKING**

The Mandatory undertakes to comply with:

#### **INSURANCE**

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

#### **COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act

- 85 of 1993, if the 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 OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
  4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
  5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
  6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
  7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
  8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
  9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
  10. All incidents/accidents referred to in OHSAct 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**

6. 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.
7. 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.
8. 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.
9. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
10. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.



**ACCEPTANCE BY MANDATARY**

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

I ..... 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 MANDATARY**  
(Warrant his authority to sign)

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**



**ANNEXURE B:**

**ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048**

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

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• 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.</li> <li>• 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.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>• The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>• Contractors must keep on file:               <ol style="list-style-type: none"> <li>6. The name of the contracting waste company</li> <li>7. Waste disposal site used</li> <li>8. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>9. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>10. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>

<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>Materials Safety Data Sheets shall be stored with all HCS.</li> <li>All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	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.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

**Penalties**

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

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

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

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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: .....

**ANNEXURE C:**

SERVICE CATEGORY	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	TARGET	Low Service Damages (Penalties)
Uniforms and staff personal protective equipment	Use of correct Personal Protective Equipment	No incidents related to non-use of PPE	100% compliance	Contractor pays R500 per staff member if staff members found non-compliant
Airport permits	Airport permits must always be displayed by the staff.	Random inspections by ACSA staff member	100 % compliance	Contractor pays R500 per staff member if staff members found non-compliant
Installation of Light Fittings	Weather permitting, contractor is expected to commence with activities within 48hours after delivery and acceptance of test certificate	Number of days to complete the work order	100 % compliance	Contractor pays 10% per day exceeded after 48 hours.
Notices displayed	Display relevant notices per section during activities	No incidents related to non- displaying of notices	100 % compliance	Contractor pays R1000 for failing to display Notices
Interaction with the employer	Attend Bi Weekly meetings	Complete attendance register	100% compliance	Contractor pays R1500 per scheduled meeting not attended

Parties agree to the following low service table. The low service damages does 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).

**C3.2 CONTRACTOR'S WORKS INFORMATION**

*The Contractor should include information such as the Contractor's design and Plant and Materials specifications and schedules etc*

