
**MAINTENANCE OF EXISTING AUTOMATED METER READING
(AMR) FOR THE ELECTRICITY BILLING SYSTEM and METERING
INFRASTRUCTURE AT THE O.R. TAMBO INTERNATIONAL
AIRPORT**

Reference number: ORT6048/2019/RFP

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 CONTACT of	
6.	National Treasury CSD Registration Number	

<u>ORT6048/2019/RFP: MAINTENANCE OF EXISTING AUTOMATED METER READING (AMR) FOR THE ELECTRICITY BILLING SYSTEM and METERING INFRASTRUCTURE AT THE O.R. TAMBO INTERNATIONAL AIRPORT</u>	
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T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOUTH AFRICA invites tenders for the **MAINTENANCE OF EXISTING AUTOMATED METER READING (AMR) FOR THE ELECTRICITY BILLING SYSTEM and METERING INFRASTRUCTURE AT THE O.R. TAMBO INTERNATIONAL AIRPORT**

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

1. Briefing session

A compulsory briefing session with representatives of the Employer will take place at **11:00am on 09 September 2019** at the **Kudu Boardroom, 3rd floor ACSA North Wing Offices, O.R Tambo International Airport.**

2. Tender Documents

The tender documents will be available from **23 August 2019**. Electronic copies of the tender documents will be available for download on the **National Treasury eTender Portal as well as ACSA tender bulletin** during the same period. No bid documents will be available at the briefing session.

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

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

<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 and Time

The closing date and time for receipt of tenders is **30 September 2019 at 12h00pm** (South African Time). Tenders must be placed inside **TENDER BOX A (to be advised during the briefing session)**, which will be on the **3rd floor ACSA North Wing Offices, O.R Tambo International Airport**

No telephonic, faxed or e-mailed tenders will be accepted. No late tenders will be accepted. Bidders to ensure that their names and contacts are reflected on the cover of the bid document.

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

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

5. Enquiries and Contact Information

All enquiries are to be addressed to the e-mail address:
sekwati.nkwana@airports.co.za

The closing date for enquiries is on the 26 September 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 sworn affidavit

N.B Bidders who have embarked on joint-ventures for the purpose of responding to this bid, should submit a JV valid BBB-EE certificate or proof of application.

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 a CIDB Contractor Grading of 3EB/3EP OR higher can bid.
- Fully Completed and Signed Form of Offer
- 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.

Functionality Hurdle

Tenderers are to list the **relevant** experience, in terms of undertaking relevant Automatic Meter Reading maintenance in Schedule of the Tenderer’s Experience and References in Part T2.2 of this document. Tenderers need to indicate the projects that have been successfully completed.

Tenderers need to score a minimum score of 66 points in respect of the following quality criteria for eligibility to submit Tenders.

Description of quality criteria	WQ	Sub criteria	*Max Score	Minimum Threshold
		Quality Score		
Tenderer’s resource proposal	40	Qualifications	20	12
		Years of experience in similar works (personnel)	20	12
References and experience	40	At least three (3) different references (Company)	20	12
		Similarity in size of maintained facilities	20	12
Maintenance programme	20	Scope of programme	10	6
		Consistency with OEM instructions	10	10

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

Functionality hurdle breakdown

Qualifications -20 points (Proof of qualification should be attached to the resource's CV)

Site Manager (9)	Electrician (9)	Assistant Electrician (2)
Diploma/Degree (Electrical) (6)	Wireman's License (3)	Safety Training (2)
Management Qualification (2)		
Safety Training (1)	Trade Test (6)	

Years of Experience – 20 points (Proof of experience should be included in the resources' s CV)

Site Manager – 9	Electrician – 9	Electrician's Assistant - 2 Points
< 3 years = 0 Points	< 3 years = 2 Points	1 year = 2 Points
3 years = 6 Points	3 years = 6 Points	Less than 1 year = 0 Points
> 3 years = 9 Points	> 3 years = 9 Points	

Tenderer's Reference and Experience – 40 points

(The Tenderer should provide proof of experience in supply, installation, testing and commissioning of AMR system and related electrical metering infrastructure with contactable reference letters or relevant completion certificates).

At least three (3) references – 20
No references- 0
1 similar reference – 12 points
More than 2 references – 20 Point

The Tenderer should provide proof that reflects previous experience in the maintenance of similar infrastructure as outlined below:

Similarity in size of maintained facilities – 20		
Meter Type	No. of Meters	Points
Elster A1700	≥150	3
Elster AS220	≥100	3
Elster A1140	≥150	3
Elster A230	≥100	3
PM 870/9000	10	3
ION 7650	10	3
CM 3350	10	2

The points will be allocated accumulatively for each of the meter types and associated quantities. A minimum of 12 points for this criteria is required.

Maintenance Program – 10 points

The Tenderer should provide a maintenance program indicating how the following will be dealt with; staff schedule, maintenance schedule, call out after hours, standby, etc. This information should be included in the contract start up and resource proposal as per the attached specification. (Appendix)

COMPREHENSIVE, CUSTOMIZED METHODOLOGY (10 POINTS)
No maintenance methodology – 0 points
Maintenance methodology is a generic document which does not specifically apply to this project – 3 points
Maintenance methodology is specifically written for this project, but lacks sufficient detail to demonstrate that the bidder understands the nature of this project (does not properly discuss any of the following: scheduling shutdowns, safety around aircraft, approvals, task execution plan) – 6 points
Maintenance methodology is specifically written for this project, covers all topics listed above (e.g. resource proposal, scheduling shutdowns, safety around aircraft, approvals, task execution plan, staff schedule, maintenance schedule, call out after hours, standby etc), and shows that the bidder has given much thought to this project and clearly has the experience, understanding and expertise to successfully execute this project – 10 points

Consistency with OEM – 10 points

The Tenderer (or anyone of the tender resources) should provide proof of support from the OEM for maintenance. (or a letter of support from the OEM)

OEM Letter of Support – 10
No Letter- 0
1 or more Letter/s of Support – 10 points

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).

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
F.1	GENERAL
F.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA.
F.1.2	<p>The Bid documents issued by the Employer comprise:</p> <p>Part T1-Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Standard Conditions of Tender</p> <p>T1.3 Tender data</p> <p>T1.4 Evaluation procedure and criteria</p> <p>Part T2- Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Bid Schedules (Included in T2.1)</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Insurance Schedule</p>

Clause Number	Tender Data
	<p>C1.4 Occupational Health and Safety Agreement</p> <p>C1.5 ACSA Terms and Conditions of Bid</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity Schedules</p> <p>Part C3: Works Information</p> <p>C3 Works Information</p> <p>Part C4: Site Information</p> <p>C4 Site Information</p> <p>Part C5: Annexures</p>
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>
F.2	TENDERER'S OBLIGATIONS
F.2.1	<p>Pre-qualification</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> <p style="padding-left: 40px;">AMR electrical metering & maintenance</p> <ul style="list-style-type: none"> • Have a B-BBEE Status Level 1; or sworn affidavit •

Clause Number	Tender Data
	<p>Mandatory Administration Requirements</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"> • Attendance of a compulsory briefing session; • Only bidders with a CIDB Contractor Grading of 3EB/3EP OR higher can bid. • Fully Completed and Signed Form of Offer <ul style="list-style-type: none"> • Proof of a valid Letter of Good Standing with the Workers Compensation Commission <p>NB: No award will be made to a supplier or service provider who is not registered on the central Supplier Database (CSD).</p> <p>NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.</p>

Clause Number	Tender Data
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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>Location of tender box: TENDER BOX A on the 3rd floor ACSA North Wing Offices (Box number to be communicated during briefing session)</p> <p>Physical address: O.R Tambo International Airport, Kempton Park</p> <p>Identification details: Reference number, title, tenderer's name and contact details</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 84 working days.</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> <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 www.cidb.org.za.</p>

Clause Number	Tender Data
F.3	EMPLOYER'S UNDERTAKINGS
F.3.4	The tender offers will be opened immediately after completion of tender closing formalities at the ACSA offices . Bidders names and prices will be read out after the closing of the tender.
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; the tenderer has not abused the Employer's supply chain management system; and the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect; 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. 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. 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"> 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. 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. 3 ACSA reserves the right to award this tender to any tenderer, regardless if this tenderer should be the lowest priced or not. 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. 5 ACSA reserves the right to cancel this tender at any time. 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 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 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

Clause Number	Tender Data
	<p data-bbox="402 296 553 321">Disclaimers</p> <p data-bbox="402 325 959 350">It must be noted that ACSA reserve the right to:</p> <ol data-bbox="354 354 1430 598" style="list-style-type: none"><li data-bbox="354 354 886 380">1. Award the whole or a part of this tender;<li data-bbox="354 384 760 409">2. Split the award of this tender;<li data-bbox="354 413 1024 438">3. Negotiate with all or some of the shortlisted bidders;<li data-bbox="354 443 1382 506">4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;<li data-bbox="354 510 639 535">5. Cancel this tender;<li data-bbox="354 539 1430 598">6. ACSA does not take any responsibility for expenses or loss, which may be incurred by any bidder in preparation of this bid.

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	

List of Returnable documents

T2.1

Part 2 Returnable Schedules that will be incorporated into the contract

Proposed Amendments and Qualifications	
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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 Term Service Contract (April 2013)	
C2.1	Pricing Instructions	
C2.2	Price List (including the Activity Schedule)	
C3	Service Information – including All Annexes	

List of Returnable documents

T2.1

**FORM A 1. CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING
 MAINTENANCE OF EXISTING AUTOMATED METER READING (AMR) FOR THE ELECTRICITY BILLING
 SYSTEM and METERING INFRASTRUCTURE AT THE O.R. TAMBO INTERNATIONAL AIRPORT**

This is to certify that

I

Representative of
 (tenderer).....

.....

Of
 (address).....

.....

.....

telephone
 number.....

fax
 number.....

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

FORM A 2. 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 the **MAINTENANCE OF EXISTING AUTOMATED METER READING (AMR) FOR THE ELECTRICITY BILLING SYSTEM and METERING INFRASTRUCTURE AT THE O.R. TAMBO INTERNATIONAL AIRPORT**

ORT 6048/2019/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	
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FORM A 3. 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

		Signature..... Name Designation
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FORM A 4. 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 5. 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 6. 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.

<p>The following is a statement of work i.e.</p> <p>MAINTENANCE OF EXISTING AUTOMATED METER READING (AMR) FOR THE ELECTRICITY BILLING SYSTEM and METERING INFRASTRUCTURE AT THE O.R. TAMBO INTERNATIONAL AIRPORT</p>	<p>Employer, Contact Person and Telephone Number.</p>	<p>Description of Contract</p>	<p>Value of Work inclusive of VAT (Rand)</p>	<p>Duration (Start and End dates)</p>
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			

FORM A 7. 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.

	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.				

Signed		Date	
Name		Position	
Tenderer			

FORM A 8. 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)				
Previous Work Experience				
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)				
Previous Work Experience				
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)				
Previous Work Experience				
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)				
Previous Work Experience				
Position Held	Company	Start Date	End Date	Responsibilities/ Functions

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

FORM A 9. 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

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

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

FORM A 10. 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 (maybe 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 01st October 2019 as the start date of the contract

FORM A 13: ENTERPRISE QUESTIONNAIRE

The following pertain to the Tenderer. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships
Name*, Identity number*, Personal income tax number*

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

Section 5: Particulars of companies and close corporations
 Company registration number
 Close corporation number
 Tax reference number

Section 6: Record of service of the state

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

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

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

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

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	_____
<i>Enterprise name</i>	_____		

FORM A 13. BBBEE 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 15. 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 16. 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 17. CONSTRUCTION INDUSTRY DEVELOPMENT BOARD GRADING
CERTIFICATE (CIDB)**

FORM A 18. PROPOSED PRODUCT FUNCTIONALITY

**(MAINTENANCE OF EXISTING AUTOMATED METER READING (AMR) FOR THE ELECTRICITY BILLING SYSTEM
and METERING INFRASTRUCTURE AT THE O.R. TAMBO INTERNATIONAL AIRPORT)**

**FORM A 19. 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:

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

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

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 Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
9. All documentation 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 Mandatary undertakes to comply with:

INSURANCE

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

Mandatary – 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
AIRPORT 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 cleanup costs shall be borne by the contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.

<p>Noise Pollution</p>	<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>
<p>Waste Management</p>	<p>Waste shall be separated as general or hazardous waste.</p> <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.</p>
	<p>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>
<p>Handling & Storage of Hazardous Chemical Substances (HCS)</p>	<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>
<p>Water and Energy Consumption</p>	<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>

Training Awareness	& The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.
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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).

FORM A 19.

SBD 4

DECLARATION OF INTEREST

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

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

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

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

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

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹ "State" means –

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

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 Pearsal 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 BBBEE, 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:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 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:

80/20 or 90/10

$$P_s = 80 \times \left[1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right] \quad \text{or} \quad P_s = 90 \times \left[1 - \frac{P_t - P_{min}}{P_t - P_{min}} \right]$$

P_{min}

$$\left[\frac{P_t - P_{min}}{P_t - P_{min}} \right] \quad \left[\frac{P_t - P_{min}}{P_t - P_{min}} \right]$$

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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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 BBBEE 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:

C1.2 page 11

1.

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

2.

DATE:.....

ADDRESS:.....

.....
.....

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>The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <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>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <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

FORM A 22.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

C1 Agreements and Contract Data

C1.1 Form of Offer and Acceptance: MAINTENANCE OF EXISTING AUTOMATED METER READING (AMR) FOR THE ELECTRICITY BILLING SYSTEM and METERING INFRASTRUCTURE AT THE O.R. TAMBO INTERNATIONAL AIRPORT

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the procurement of: MAINTENANCE OF AMR AND ELECTRICAL METERING INFRASTRUCTURE

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

By the representative of the tenderer, deemed to be duly authorized, 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 exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name and signature of witness

Date

Tenderer's CIDB registration number (if applicable)

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Works Information: Works Information

Part 4 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 Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

The tenderer shall within one week 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 at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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

the

(Insert name and address of organisation)

and

.....

Date

.....

If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No

C1.2 Contract Data Data provided by the Employer

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airport Company South Africa Reg No: 1993/004149/06 VAT No. 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Private Bag X1 OR Tambo International Airport
	Tel No.	
	Fax No.	
	E-mail address	
11.2(11)	The <i>works</i> are	ORTIA MAINTENANCE OF AMR AND ELECTRICAL METERING INFRASTRUCTURE
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	OR Tambo International Airport
30.1	The <i>starting date</i> is.	TBC
11.2(2)	The <i>completion date</i> is.	TBC
13.2	The <i>period for reply</i> is	2 weeks
40	The <i>defects date</i> is	52 weeks after Completion
41.3	The <i>defect correction period</i> is	4 weeks
50.1	The <i>assessment day</i> is the	Once a month.
50.5	The <i>delay damages</i> are	R1000 per day up to a maximum of 20% of the contract value.

51.2	The interest rate on late payment is	0 %
------	--------------------------------------	-----

The amount of the deductibles relevant to the event

80.1 The *Contractor* is not liable to the *Employer* described in the applicable. for loss of or damage to the *Employer's* For more information, refer to **Annexure A** below property in excess of

82.1	The <i>Employer</i> provides this insurance	<ul style="list-style-type: none"> a. Contracts Works Insurance b. South African Special Risk Insurance Association (SASRIA) c. Public Liability Insurance (including Removal of Lateral support) <p style="text-align: right;"><i>For more information, refer to Annexure A</i></p>
------	---	---

82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
------	---	--

82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands)
------	--	--

	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
--	---	-----------

93.1	The <i>Adjudicator</i> is (Name)	The Chairman for the time being of the Arbitration Foundation of Southern Africa or his / her nominee.
------	----------------------------------	---

93.2(2)	The <i>Adjudicator nominating body</i> is:	The Chairman for the time being of the Arbitration Foundation of South Africa (AFSA) or his / her nominee.
---------	--	---

93.4	The <i>tribunal</i> is:	Arbitration.
------	-------------------------	---------------------

	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations published by the Arbitration Foundation of South Africa (AFSA) (or its successor).
--	-------------------------------------	---

	The place where arbitration is to be held is	Gauteng, South Africa
--	--	------------------------------

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005)¹

C1.3 Forms of Securities Pro formas for Bonds and Guarantees

Pro forma Performance Bond – Demand Guarantee

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

[Insert *Contractor's* name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of *Contractor*] required in terms of contract [insert *Contractor's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1

1.2 “Bank” means [Insert name of Bank], _____ Branch, Registration
1.3 No. _____

“Bank’s Address” means [Insert physical address of Bank]

1.4 “Contract” means the written agreement relating to providing the *works*, entered into between the *Employer* and the *Contractor*, on or about the ___ day of _____ 2016 (Contract Reference No. **ORT 19/2016**) as amended, varied, restated, novated or substituted from time to time;

1.5 “*Contractor*” means _____ a company registered in accordance with the laws of _____ under Registration No _____.

1.6 “*Employer*” means Airports Company South Africa a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30

1.7 “Expiry Date” means the earlier of
1.8 • the date that the Bank receives a notice from the *Employer* stating that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
• the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the *Employer*.

“Guaranteed Sum” means the sum of R _____, (_____ Rand)

“*works*” means [insert details from Contract Data part 1]

2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer* as security for the proper performance by the *Contractor* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.
3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the *Employer* by a director of the *Employer*;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;

- shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof; • shall be regarded as a liquid document for the purpose of obtaining a court order; and
- shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
- will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Insurance to be arranged by the Employer.

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

- (a) **CONTRACT WORKS Insurance** – which will provide cover against physical loss of or damage to the Works including Temporary Works, plant and materials intended to form part of the Permanent Works. Blanket cover for Projects below R50,000,000 and certificates for Projects above R50,000,000
- (b) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of not less than **R 1,000,000,000** in respect of all claims arising from any one occurrence or series of occurrences consequent upon or attributable to one source or original cause.
- (c) **PROFESSIONAL INDEMNITY Insurance** – which shall be procured on a Project by Project basis covering the Employer, Contractor, Sub-Contractors, Consultants and all other Consultants providing their own services to the project and where relevant Suppliers and Vendors for an amount not less than **R 250,000,000** any one claim but **R 500,000,000** in total for the Project. This insurance will provide indemnity against claims arising out of negligent acts, errors or omissions by the Employer, Consultants, Sub-Consultants, Contractors and Sub-Contractors, and all other Consultants engaged in the Project as designers of the Works and as the parties responsible for the provision of the Services under the Contract and any other services for other aspects of the Project.

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES - (Continued)

- (d) **SASRIA (Riot and Strike) Insurance** – which will provide cover against Riot, Strike and associated risks for physical damage to the Works, including Temporary Works, Plant and Materials intended to form part of the Permanent Works.
- (e) **MARINE AND AIR CARGO Insurance** – which will provide cover in respect of all materials, equipment, machinery, spares and other items for incorporation into the Works against all risks of physical loss or damage while in transit by sea or air (and ongoing transit by road or rail) from country of origin anywhere in the world to the site in the Republic of South Africa.

If the Contract has a Marine Cargo component and it is not an accepted Insurance responsibility of ACSA, then this clause (e) must be moved down to the section below that addresses “Insurance to be arranged by the Contractor as clause (e).”

In the event that the insuring responsibility is transferred to the Constructor or Supplier, the following additional wording must also be included in addition to the clause as it stands in (e) above.

“The Contractor shall ensure that the following clause is included in any Marine Insurance policy covering plant, material, equipment and other things to be incorporated into the works imported in terms of the Contract;

Contribution

Notwithstanding anything contained herein to the contrary, it is hereby agreed that in the event of loss or damage to property otherwise insured by any Contract Works or engineering erection policies where such loss or damage is discovered after the termination of the voyage or transit in respect of which this insurance applies, and it is not possible to ascertain whether the cause of such loss or damage happened prior or subsequent to the termination of such voyage or transit, this insurance shall contribute 50 % (fifty percent) to any properly adjusted claim. The Contract Works or engineering erection policies shall likewise contribute 50 % (fifty percent) in the same manner.

Provided that any such Contract Works or engineering erection policies shall contain a contribution clause in like manner to that hereby expressed.

In the event of the Contractor being unable or unwilling to ensure that the above clause is included in any marine insurance policy covering the Works, the Contractor shall be liable to contribute 50 % (fifty percent) of any properly adjusted loss and the Contract Works or engineering erection policies shall contribute 50 % (fifty percent) in like manner.

It being understood that any such contribution made by the Contractor shall not be recoverable under insurance held by the Employer on the Contractor’s and its behalf, and that compliance with this condition shall not derogate from any obligation or liability of the Contractor under Contract.”

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES - (Continued)

Applicable to Clauses (a) to (e) above

- ★ The Employer shall pay any premium due in connection with the insurance affected by the Employer.
- (i) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
 - (ii) Any further clarification in the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
 - (iii) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (a) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Broker or the Insurers by e-mail, telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability – Ref: **Annexure "B" (and copy in The Employer)**.
 - (b) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay. – Ref: **Annexure "B" (and copy in the Employer)**.
 - (c) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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

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

The Deductible for which the Contractors are responsible and which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or original cause giving rise to a loss or damage or liability indemnifiable are as stated in **Annexure "A"**.

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

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

Insurance to be arranged by the Contractor

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

- (a) Insurance of Contractor's Equipment including tools offices and other temporary structures and contents and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactments in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the site the Supplier shall satisfy the Employer that all Plant and Materials for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance of the Supplier.

Imported equipment or component parts or materials to be supplied in terms of this Contract which require any process of assembly or finishing in South Africa prior to delivery to the Site are to be insured by the Contractor up to the commencement of transit to Site of the assembled or finished equipment component parts or materials unless special arrangements are made by the Employer.

GENERIC CONDITIONS OF CONTRACT INSURANCE CLAUSES - (Continued)

- (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - (a) be affected with Insurers and on terms approved by the Employer
 - (b) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - (c) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- (ii) In the event that the Contractor or any of his Sub-Contractors receives any notice of cancellation or restrictive modification to the insurance provided to them they shall

immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

Insurance requirements for contracts below R50million in value with access to airside

The contractors / consultants are responsible for the following covers:

- Public Liability cover of R100 million
- Professional Indemnity cover of R10million Deductibles / Excess:
- The contractors and consultants are responsible for the deductibles listed in the document on contract clauses (document attached).
- With regards to contract works, the contractor / consultant will be responsible for a deductible / excess of R50 000.
- In the event that the contractor causes damage to 3rd party property, bodily injury or death the contractor’s / consultant’s R100million public liability cover will kick in first.
- Should the claim be more that R100 million, then ACSA’s liability cover will kick in. In the case of property damage the contractor / consultant will be responsible for a deductible / excess of R25 000 when the ACSA liability cover kicks in.
- In the case of damage to aircraft, the contractor / consultant will be responsible for a deductible / excess of R250 000 when the ACSA liability cover kicks in.
- In the event of removal of lateral support, the contractor / consultant will be responsible for a deductible / excess of R250 000 when the ACSA policy kicks in.

Sub-Contractors

The Contractor shall:

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

Annex A DEDUCTIBLES

1) Contract Works Insurance

✦ All Civil Work and Earthworks excluding Runways	R	100,000
✦ Runway Rehabilitation	R	100,000
✦ New Runway Construction	R	500,000
✦ All Other Claims	R	100,000
✦ Other Property Insured	R	500,000

Note: Projects with a contract value of less than R50m R 50,000

2) Public Liability

- (a) R 25,000 per occurrence in respect of property damage only, but R 250,000
per occurrence in respect of any damage to aircraft
- (b) R 250,000 in the aggregate in respect of Removal of Lateral Support
- (c) Nil in respect of injury to third party persons

3) Professional Indemnity

Project Value	Deductible
Project value up to R 50 m	R5,000,000
Project value in excess of R50 m	R10,000,000

4) SASRIA (Riot and Strike)

0,100% of Contract Value, minimum R 2,500 and maximum R 25,000 in respect of theft claims only.

5) Marine and Air Cargo - cover is not automatically arranged unless by special request. Refer to ACSA for additional information.

Annex B

INCIDENT ADVICE FORM

NOTE: PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to: *From:

Aon South Africa (Pty) Ltd - Construction and Engineering

Attention: Priscilla Hart
 1 Sandton Drive
 Sandhurst, Sandton
 2196
 Tel No: +27 (11) 944 7974
 E- mail:
priscilla.hart@aon.co.za

*Please provide name of contracting company, site address, telephone, fax numbers and e-mail.

DATE OF LOSS:

REPORTED TO SITE AGENT BY: DATE

REPORTED TO AON SOUTH AFRICA BY: DATE

Locality of Incident:

How did the loss /damage/injury/death occur (cause):

Details and nature of loss /damage/injury/death:

Names and address of witnesses:

Estimated cost of repairs, if applicable (Separate records of all costs must be kept):

Who or what appears to be responsible for the loss /damage/injury/death:

Person whom assessor should contact:

Telephone, fax number and e-mail:

SIGNED BY: SIGNATURE:

COMPANY: DATE:

C2.1 Pricing assumptions:

1. PREAMBLES

- 1.1. These Price Lists contain pages numbered consecutively in each Price List as indicated in the index. Before the tenderer submits his tender he should check the number of pages, and if any are found missing or duplicated or the figures or writing indistinct, or the Price List contain any obvious errors, he should apply to the Project Manager at once and have same rectified, as no liability whatsoever will be admitted by the Project Manager in respect of errors in tender due to the foregoing.
- 1.2. The Price List form part of and must be read in conjunction with the specifications and drawings which contain the full description of the work to be done and material and equipment to be used.
- 1.3. Tenders shall be submitted for initial consideration on the declaration of the total value of the Price Lists. The fully priced and completed Price List will be submitted with the tenders.
- 1.4. The total tender sum in the tender form shall constitute the contract price of the successful tenderer. Tenderers are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered.
- 1.5. No alteration, erasure or addition is to be made in the text of the Price List.

Should any alteration, erasure or addition be made, it will not be recognized but the original wording of the Price List will be adhered to.

- 1.6. The priced Price List of the successful tenderer will be checked, and the Project Manager reserves the right to call for reasonable adjustments to any individual price and to rectify any discrepancy whilst the total tender price, as submitted, remains unaltered.
- 1.7. The responsibility for the accuracy of the quantities written into the Price List remains with the party who prepared the Price Lists.

The tenderer shall be relieved of responsibility of measuring quantities at the tender stage, and the tender submitted shall be in respect of the quantities set out in the Price Lists, although he will be required to make his assessment of items such as fixings, etc from details stated in the Price List and shall include in the item prices for such small installation materials as are required for the complete installation in accordance with the specification.

- 1.8. The contractor and the employer or his agent may agree that the total of any Price List(s), including any variations by way of additions there to or deductions there from, represents a fair and accurate quantification of the items set out in the Price List and the parties may agree final payment on that basis.

In the event any dispute as to the quantities, then the disputed item(s) shall be adjusted where necessary.

- 1.9. The quantities in these Price List are not to be used for ordering purposes.
- 1.10. Variations in the scope and extent of the work included in the Price List shall be allowed to meet the employers' requirements.

The rules governing the extent and valuation of variations shall be those provided for in the conditions of contract.

- 1.11. Unless separate rates for the supply and for the installation of any item is specifically called for, the supply and installation costs of any items shall be fully included in the unit price.

Pricing Assumptions

C2.1 1

The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hosting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.

- 1.12. All provisional sums shall be expended as directed by the Project Manager and any balance remaining shall be deducted from the amount of the contract sum.

Pricing Assumptions C2.1 2

C2.2 Price List (including the Activity Schedule)

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

Item no.	Activity Description	Frequency	Quantity (per year)	Amount (per single item)	Total (per year)
	Preliminary and General				
1	Contract Management and Administration (including all required reporting such as monthly reports)	monthly			
2	Tools and equipment	monthly			
3	Cell phones and two-way radios for onsite personnel	monthly			
4	Airport permits and parking fees – <i>provisional sum</i>	monthly			2000
5	All required travelling	monthly			
6	Site Establishment	Once			
7	HSE Requirements (Landside and Airside Environments)		1		
Preliminary and General Sub-Total A (per year)				R	

Item no.	Activity Schedule	Frequency	Quantity (per year)	Amount (per single item)	Total (per year)
	Preventative Maintenance				
	Electricians and Assistants (Available for maintenance and standby)				
8	Weekly System Integrity Maintenance (metering errors and Faults)	Weekly	52		
9	Monthly Readings and Billing	Monthly	12		
11	Quarterly Meter Technical Audit of Installed Base	Monthly	4		
12	Annually Meter Audit of Customer base	Yearly	1		
	Other fixed amount obligations				
13	Other 1:				

Preventative Maintenance Sub-Total B (per year)	R
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Labour rates and Mark-up

Any work not included under part1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour

Item	Description	Normal hours (R/hour)	After hours Saturday (R/hour)	After hours Sunday (R/hour)
1	Site Manager			
2	Electrician			
3	Electrician's assistant			

^aAll rates to exclude vat. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Callouts

Description	Qty / year	Call out fee	Total/ year
Call out including first hour on site and travelling fee	36		
	Hours / year	Rate (after Hours)	Total / year
Electrician	80		
Assistant/semi-skilled labour	80		
Additional Labour (Electrician + Assistant)	80		
Labour subtotal C (per year)		R	

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

Note: Call outs are not chargeable during hours technician/artisan/assistants are on site (08:00 – 17:00)

Mark-up (third party procured items/services)

Cost ^b	Mark-up
R 0 – R 2 000	%
R2001-R10 000	%
R 10 001-R50 0000	%
Over R R50 0000	%

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Spares list

ITEM		Unit Cost ex vat	Quantity	Total ex vat
1.	Elster A1700 3P 4Wire Direct (160A)		2 Annually	
2.	Elster A1700 3P 4Wire CT (5A)		2 Annually	
3.	Elster A1700 3P 4Wire CT (1A)		1 every (3 yrs)	
4.	Elster A1140 3P 4Wire Direct (160A)		3 Annually	
5.	Elster A1140 3P 4Wire CT (5A)		3 Annually	
6.	Elster A320		5 Annually	
7.	Elster A120		2 Annually	
8.	Ring CT 100/5A (set of 3)		2 every (3 yrs)	
9.	Ring CT 120/5A (set of 3)		2 every (3 yrs)	
10.	Ring CT 150/5A (set of 3)		2 every (3 yrs)	
11.	Ring CT 200/5A (set of 3)		2 every (3 yrs)	
12.	Comms Module A1700 RS 485		2 every (3 yrs)	
13.	Comms Module A120 RS 485		2 every (3 yrs)	
14.	Comms Module A320 RS 485		2 every (3 yrs)	
15.	Comms Module A1140 RS 232		2 every (3 yrs)	
16.	ION 7650 Meter (1A)		1 every (3 yrs)	
17.	CM 800 Series Merlin Gerin/Schneider Meter (1A)		1 every (3 yrs)	
18.	Moxa Switches		3 Annually	
19.	PNP SCADA Licensing 1000 (2 Channels needed per Electrical Meter)		Annually	
	Spares List Sub-Total D (per year)		R	

The spare list has to be prepared on the basis of tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Contract value

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

First-year maintenance expenditure

Description	Total (excluding VAT)
Preliminary and General Sub-Total A	
Preventative Maintenance (Activity Schedule) Sub-Total B	
Labour cost Sub-Total C	
Spares List Sub –Total D	
TOTAL E	R

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

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

Description	Total (excluding VAT)
Sub-total E year 1	
Sub-total F year 2 (year 1 plus CPI escalation*)	
Sub-total G year 3 (year 2 plus CPI escalation*)	
Sub-total H year 4 (year 3 plus CPI escalation*)	
Sub-total I year 5 (year 4 plus CPI escalation*)	
Sub-total J 5-years estimated contract value (This is the final Total Value to be taken to the Form of Offer)	R

*Contract values will be increased/decreased according to the current stipulated in Statistic SA – Consumer Price Indices- all income groups. **6% escalation should be used for illustrative purposes.**

C3 Works Information

Description of the works *(Refer to appendix A for detailed technical specifications)*

Executive overview

The employer requires a contractor for the maintenance of existing automated meter reading (AMR) for the electricity billing system and metering infrastructure at the O.R. Tambo international airport.

Employer's objectives and purpose of the works

The Contractor shall maintain the existing automated meter reading (AMR) for the electricity billing system and metering infrastructure as detailed in the Technical Specification and Scope of Work.

Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AMR	Automated Meter Reading
ACSA	Airport Company South Africa
ORTIA	OR Tambo International Airport
LED	Light Emitting Diode
FGPU	Fixed Ground Power Unit
PLB	Passenger Loading Bridge
SANS	South African National Standards
OHS ACT	Occupational Health and Safety Act
PO	Purchase Order
OEM	Original Equipment Manufacture
RSA	Republic of South Africa
UOM	Unit of Measure
ICAO	International Civil Aviation Organisation

Extent of the Works

The works shall include the following:

- a. Maintenance of the AMR as per the scope of work.
- b. Site supervision and management b. Project management
- c. Handing over operations and maintenance manuals including all installation drawings and test certificates and certificates of completion of works.

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

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

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

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

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

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the Activity Schedule. ACSA shall provide an on-site spares room to the contractor free of charge. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site and submitted to the Contract Manager at the end of every month. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensure that spares are effectively managed and scrapped parts and waste removed from site.

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

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

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

Generic Specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof including ICAO.

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

Environment

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

At no time shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems

- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard
- disposal of fluorescent tubes to be in accordance with the legal environmental guideline. The service provider must submit the disposal certificate accordingly
- disposal of fittings and scraps to be in accordance with the legal environmental guidelines. The service provider must submit the disposal certificate accordingly

Daily records

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

Proof of compliance with the law

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

Management and start up.

Management meetings

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

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

Title and purpose	Approximate time and interval	Location	Attendance by:
Risk register and compensation events	Weekly on Mondays at 10H00	Onsite	Employer and Contractor
Overall contract progress and feedback	2 weekly on Monday at 10H00	TBA	<i>Employer, Contractor and Supervisor</i>

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 Annexure D to this Works Information.

The Contract Manager shall be entitled to fine the Contractor an amount of **R3000.00** for each nonconformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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 Contract 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.

Quality assurance requirements

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

Programming constraints

The project will involve other contractors working on the car park shade nets upgrade. Upon contract start up there will be a works start up meeting with all contractors that will be working on the projects to ensure that planning is done correctly without disruption in between the works.

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 Ltd
Private Bag X1,
OR Tambo International Airport
Kempton Park
1627

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
PO 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

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.

Technical Specifications

Please refer to the General Technical Specification in the Technical Section at the end of this document Appendix A.

Procurement

The Contractor will respect OEM warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Contract Manager on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring equipment or spares.

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

Subcontracting

Should any part of the works be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor. **Recourses**

Minimum requirements of people employed on the Site

A schedule of key personnel to this Contract will be provided to the Contractor at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Contract Manager. The Contractor 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 access permit to access the site and Airside Vehicle Operators Permit to drive on the airside (AVOP)

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 permit	All vehicles allowed to enter the delivery basement	ACSA
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

Construction

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date

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

	Item of work	To be completed by
	All as-built documentation	Within 1 day after Completion
	Performance testing with all test results documented as per the requirements for Lighting Performance	Within 1 day after Completion.
	Lightning protection earth test certificates of all street poles	1 Month prior to completion
	Electrical earth test certificates at all new electrical kiosks	1 Month prior to completion

C4 Site Information

The works are located at the O.R TAMBO International Airport Terminal Precinct and all the remote areas. Operational 24 hours a day 7 day a week and most of the work will be done at night. The contractor is required to comply to all Airport safety regulations and no work shall commence until the safety file has been approved and a permit to work issued.