
Maintenance Contract for Glazing works at O.R. Tambo International Airport for the period of five years.

Tender Reference Number: ORT 6015/2019/RFP

Name of Bidder:

TENDERER'S DETAILS

1.	NAME OF TENDERER (BIDDING ENTITY)	
		(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd, JV, SOLE PROPRIETOR etc.)
2.	TEL NUMBER	
3.	FAX NUMBER	
4.	EMAIL	
5.	NAME of CONTACT	
6.	National Treasury CSD Registration Number	
7.	PRICE (Excl. VAT)	

Contents

The Tender

Part T1: Tendering procedures

T1.1 | Tender Notice and Invitation to Tender

T1.2 | Tender Data

Part T2: Returnable documents

T2.1 | List of Returnable Documents

T2.2 | Returnable Schedules

The Contract

Part C1: Agreement and Contract Data

C1.1 | Form of Offer and Acceptance

C1.2 | Contract Data

C1.3 | Occupational Health and Safety Agreement

C1.4 | Insurance Schedule

Part C2: Pricing data

C2.1 | Pricing Instructions

C2.2 | Price List (including the Activity Schedule)

Part C3: Service information

C3 | Service Information

Part C4: Site information

C4.1 | Site Information

C4.2 | Schedule of Rates

T1.1 Tender Notice and Invitation to Tender

AIRPORTS COMPANY SOUTH AFRICA SOC Ltd invites bids for the **Maintenance Contract for Glazing Works at O R Tambo International Airport (ORTIA)**.

Compulsory Clarification Session

A compulsory briefing session with representatives of the Employer will take place at **O.R Tambo International Airport, ORTIA JOC Parade room** on **15 July 2019** at the **10h00, O R Tambo International Airport**.

Bid Documents

Electronic copies of the tender document will be available from **03 July 2019** for download on the Airports Company South Africa's website under the Tender Bulletin and National Treasury eTender Publication Portal. No bid documents will be available at the briefing session. Tender documents may be downloaded from the Airports Company South Africa's website as follows:

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

www.etenders.gov.za

Closing Date

The closing time for receipt of tenders is **31 July 2019** at **12h00**. Tenders must be placed inside the **Tender box A**, which will be on the **3rd floor ACSA Offices**. No telephonic, faxed or e-mailed tenders will be accepted. No late tenders will be accepted. Tenderers to ensure that their names are reflected on the register at the tender box.

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.

Enquiries and Contact Information

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

The closing date and time for the enquiries is **24 July 2019** at **16:00**.

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (Refer www.cidb.org.za) as set out in Board Notice 86 of 2010.

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.1.1 | The Employer is AIRPORTS COMPANY SOUTH AFRICA. |
| F.1.2 | The tender documents issued by the employer comprise: <ul style="list-style-type: none">T1.1 Tender notice and invitation to tenderT1.2 Tender dataT2.1 List of returnable documentsT2.2 Returnable schedulesPart 1: Agreements and contract dataC1.1 Form of offer and acceptanceC1.2 Contract data as per the NEC3 Term Service Contract (April 2013 edition)C1.3 Parent Company GuaranteeC1.4 Insurance SchedulePart 2: Pricing dataC2.1 Pricing instructionsC2.2 Activity scheduleC2.3 Schedule of ratesPart 3: Service InformationC3 Service InformationPart 4: Site informationC4.1 Site information |
| F.1.4 | The employer's agent is:
Name: Kabelo Rapeu |

T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOUTH AFRICA invites tenders for the BAGGAGE LIGHTING INSTALLATION AT O.R. TAMBO INTERNATIONAL AIRPORT.

Only Tenderers that satisfy the eligibility criteria (as stated elsewhere in this document) can tender. AIRPORTS COMPANY SOUTH AFRICA invites tenders for the **BAGGAGE LIGHTING INSTALLATION AT O.R. TAMBO INTERNATIONAL AIRPORT.**

To be recognised as being responsive bidders are required to satisfy the following:

Phase 1: Pre – qualification:

To be recognised as responsive the tenderer:

1. Must be **B-BBEE level of 1 or 2.**
Copy of a valid B-BBEE certificate or Sworn Affidavit shall be submitted as a returnable document with this tender (Form C3),

Phase 2: Mandatory Administrative Criteria are eligible to submit tenders:

1. It is estimated that Bidders should have a CIDB Contractor grading of **3SG** or higher to be able to bid.
2. Acceptance of Terms and Conditions of the Bid (Compliance with T2.1 – Returnable Schedule).
3. Attendance of a Compulsory briefing session.

Phase 3: Functionality Hurdle

Tenderers are to list the relevant uninterrupted experience within the past **three (3) years**, in terms of undertaking relevant Glazing works in Schedule of the Tenderer's Experience and References in Part T2.2 of this document. Tenderers need to indicate that the maintenance contract has been successfully completed.

Tenderers need to score a minimum of **60 points out of 100 points** in respect of the following quality criteria for eligibility to submit Tenders.

Description of quality criteria	WQ	Sub criteria	Maximum Score	Minimum Threshold
		Quality Score		
Tenderer's resource proposal	50	Qualifications	25	15
		Year of experience in Glazing works	25	15
References and experience	50	Three (3) references in Glazing Maintenance/ Glazing Projects	25	15
		Similarity in size of maintained facilities	25	15

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 - 25 (Proof of qualification should be attached to the resource's CV)

1x Site Manager / Supervisor (13)	1 x Skilled labourer (12)
Grade 12/ N3 Certificate (5)	OSH Certificate/ Working on heights certificate (6)
OSH Certificate/ Working on heights certificate (3)	
Glazing certificate (5)	Glazing certificate (6)

Years of Experience – 25 (Proof of experience should be included in the resources' s CV)

Site Manager (13)	Skilled labourer (12)
<3 years = (6)	<3 years = (6)
> 3 years = (13)	>3 years = (12)

References – 25

The Tenderer should provide proof of **Glazing maintenance or Glazing projects** of a minimum of three (3) contactable company references including completion certificate or reference letter for work not completed yet).

(that should outline the **client's name, contact details, work done, duration, progress status of each project and value**)

References – 25
>4 references / completion certificate – 25
3 references / completion certificate – 15 points
< 2 reference / completion certificate – 5 Points

Similarity in Facilities– 25

The Tenderer should provide proof of **similarity in size for previously maintained facilities e.g. Airports, Hospitals, Malls, Schools, Train stations, Universities, Government Institutions.**

Similarity in Facilities – 25
>4 Similar Facilities Maintained – 25 Points
3 Similar Facilities Maintained – 15 Points
< 2 Similar Facilities Maintained – 5 Points

F.2.7 The arrangements for a compulsory briefing session as stated in the Tender Notice and Invitation to Tender.

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

F.2.12 If a tenderer wishes to submit an alternative tender offer, it must demonstrably satisfy the Employer's standards and requirements as per the original tender document. An alternative offer may only be submitted if an offer that fully satisfies the original tender document requirements is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

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

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy in separate and sealed envelopes.

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

Location of tender box:

Tender Box A, 3rd Floor ACSA North wing offices

Physical address: O R Tambo International Airport, Kempton Park

Identification details: Reference number, title, tenderer's name and contact details

F.2.13.6 A two-envelope procedure will not be followed.

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

- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.16 The tender offer validity period is **84 working/business days**.
- F2.18 During the tender process, the tenderer must submit other material requested by the employer within seven calendar days of being requested to do so.
- F2.23 The tenderer shall also supply the Employer with any certificates requested in T2.1 (The list of tender returnable documents).
- F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board (or a copy of the application form for registration in terms of the Construction Industry Development Board Act (Form F006)).

Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **CLASS 3SG** of construction work, are eligible to submit tenders. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each member.

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.

- F.3.4 The tender offers will be opened immediately after completion of tender closing formalities at the ACSA offices.
- F.3.8. Only responsive tenders that satisfy the eligibility criteria (as per F.2.1 in this document) will be evaluated.
- F.3.11 Only responsive tenders that satisfy the eligibility criteria (as per F.2.1 in this document) will be evaluated.

The intended procedure for the evaluation of responsive tenders is Method 2.

Phase 4: Points will be scored for **Price 80** and **B-BBEE 20** in accordance with the Preferential Procurement Framework Act.

F.3.17 The number of paper copies of the signed contract to be provided by the employer is **two**.

F.4 The additional conditions of tender are:

- 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

T2.1 List of Returnable Documents

1 Returnable Schedules required for tender evaluation purposes

- C1.1 Form of Offer and Acceptance
- C2.2 Activity Schedule
- Certificate of authority to sign tender
- 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 Tools and Special Equipment (C3 Annex F)
- Forms: SBD 4; SBD 6.1; SBD 8 & SBD 9

2 Other documents required for tender evaluation purposes

- An original and valid Tax Clearance Certificate issued by the South African Revenue Services
- Broad based black economic empowerment verification certificate
- Proof of registration or proof of application for registration with the CIDB
- Compulsory Enterprise Questionnaire
- Letter of good standing with the Workers Compensation Commissioner

3 Returnable Schedules that will be incorporated into the contract

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 Annexes
- Occupational Health and Safety Act (1993) Section 37(2) appointment to be signed

T2.2 Returnable Schedules

Contents

Certificate of Authority to Sign Tender

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

Enterprise Questionnaire

Broad based black economic empowerment verification certificate

SBD 4

SBD 6.1

SBD 8

SBD 9

Certificate of Authority to Sign Tender

Insert a certified copy of an extract from the minutes of a meeting of the Board of Directors or Members (or an official letter signed by the company's managing director) authorising the person who signs the Tender to sign it on behalf of the Company, Corporation or Firm.

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 taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed _____ Date _____
Name _____
Tenderer _____

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

Signed Date

.....

Name

Tenderer

Schedule of the Tenderer's experience and References

Make as many copies of this page as required

The following is a statement of **Glazing work** successfully executed by the Tenderer:

Description of contract/work (Please provide clear details of the work undertaken with applicable periods):

- 1. _____

- 2. _____

- 3. _____

Value of work inclusive of VAT (Rand) and Duration

- 1. _____
- 2. _____
- 3. _____

Employer, contact person and telephone number:

- 1. _____
- 2. _____
- 3. _____

Signed _____ Date _____

Name _____

Tenderer _____

Schedule of Key Personnel's Details

Make as many copies of this page as required

SITE MANAGER

A schedule needs to be completed for each person that will be involved in the contract and CV's of all personnel required for this contract needs to be attached.

Name : _____

Surname : _____

Nationality : _____

Date of Birth : _____

Qualifications : _____

Experience : _____

Safety and other Training: _____

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

SKILLED LABOUROR

A schedule needs to be completed for each person that will be involved in the contract and CV'S of all personnel required for this contract needs to be attached.

Name : _____

Surname : _____

Nationality : _____

Date of Birth : _____

Qualifications : _____

Experience : _____

Safety and other Training: _____

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

LABOURER

A schedule needs to be completed for each person that will be involved in the contract and CV'S of all personnel required for this contract needs to be attached.

Name : _____

Surname : _____

Nationality : _____

Date of Birth : _____

Qualifications : _____

Experience : _____

Safety and other Training: _____

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

A schedule needs to be completed for each person that will be involved in the contract and CV'S of all personnel required for this contract needs to be attached.

Name : _____

Surname : _____

Nationality : _____

Date of Birth : _____

Qualifications : _____

Experience : _____

Safety and Other Training:

The undersigned confirms that the information provided above is correct.

Name:

Signed:

Date:

Schedule of Resources for this Contract

Tenderers to insert a page listing, in detail, all human resources (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.

The Schedule of Resources must, at least, satisfy the requirements as stated in C3 (Service information).

Compulsory Enterprise Questionnaire

The following particulars 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:

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

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

3. 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:

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

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

3. 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:

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

B-BBEE Verification Certificate

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

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

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

**SBD4
DECLARATION OF INTEREST**

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

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

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

2.1 Full Name of bidder or his or her representative:

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

2.3 Position occupied in the Company (director, trustee, shareholder², 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 –

SBD4

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

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

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

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

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

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

SBD4

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

SBD4

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 Employee Number / Persal 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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

SBD 6.1

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to 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 the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

SBD 6.1

- 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, taking into account, 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 taking into account 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 In the event that 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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

SBD 6.1

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 the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that 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, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 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 WITH REGARD TO COMPANY/FIRM

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

9.3 Company registration number

.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

.....

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

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

2.

DATE:.....

ADDRESS:.....

.....

.....

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 **In order 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 <i>audi alteram partem</i> 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	<p>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?</p>	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

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

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

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

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 particulars of the products or services to which this bid invitation relates.

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

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a period maintenance contract for Glazing works at O.R. Tambo International Airport.

The contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the contractor offers to perform all of the obligations and 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 **(including VAT)** for the **Five-year duration** is:

Rand (in words); **R**_____ (in figures)
(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)

for the contractor

Signature Date
 Name Capacity

(Name and
 address of
 organisation)

.....
 Name and
 signature
 of witness

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the contractor'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 contractor's offer shall form an agreement between the employer and the contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data and Price List

Part C3: Service information.

Part C4: Site information

and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The contractor shall within two weeks after 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature	Date
.....			
Name	Capacity
.....			

Airports Company South Africa,
O R Tambo International Airport

4rd Floor ACSA North wing offices
1627

Name and
signature
of witness

.....

Schedule of Deviations

1 Subject

Details

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.

.

2 Subject

Details

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.

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3 Subject

Details

.

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4 Subject

Details

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.

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5 Subject

Details

.

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

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

C1.2 Contract Data

Precedence in interpretation of the contract:

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

Firstly the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Particular Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	[A: Priced contract with price list] W1: Dispute resolution procedure
	and secondary Options:	X1 Price Adjustment for inflation X2 Changes in the law X17: Low Service Damages X18: Limitation of Liability (as amended in Option Z) X19 Task Order Z: Additional conditions of contract

10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC LTD
	Address	O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	011 921 6911
10.1	The <i>Service Manager</i> is:	Albert Adams
	Address	O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	011 921 6325
	Fax No.	086 607 1146
	e-mail	Albert.Adams@airports.co.za
11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Employer.
11.2(2)	The <i>Affected Property</i> is	O R Tambo International Airport
11.2(13)	The <i>Service</i> is	Glazing Works / maintenance as set out in section C3 <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	To be discussed and agreed after award
11.2(15)	The <i>Service Information</i> is in	The section titled <i>Service Information</i> included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date

2	The Contractor's responsibilities	main	No data is required for this section of the conditions of contract.
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3	Time		
----------	-------------	--	--

30.1	The <i>starting date</i> is		To be confirmed but intended to be 01 September 2019
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30.2	The <i>Service Period</i> is		5 years from the <i>starting date</i> or when the <i>mandate</i> is depleted
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4	Testing and Defects		No data is required for this section of the conditions of contract
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5	Payment		
----------	----------------	--	--

50.1	The <i>assessment interval</i> is on the		15th day of each successive month
------	--	--	---

51.1	The <i>currency of this contract</i> is the		South African Rand (ZAR)
------	---	--	---------------------------------

51.2	The period within which payments are made is		30 days
------	--	--	----------------

51.4	The <i>interest rate</i> is		The publicly quoted prime rate of interest (calculated on a 365 day year) charged by Nedbank of South Africa, from time to time, as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove.
------	-----------------------------	--	---

6	Compensation events		No data is required for this section of the conditions of contract.
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7	Title		No data is required for this section of the conditions of contract.
----------	--------------	--	--

8	Risks and insurance		Refer to Part C1.4
----------	----------------------------	--	---------------------------

83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	to be jointly appointed by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i>. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
X17	Low Service Damages	Low service damages shall be negotiated at contract award with the successful tenderer.
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right

X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the Service Manager within (7) working days of receiving the Task Order	Seven (7) calendar days
Z	The Additional conditions of contract are	Z1 – Z19
Amendments to the Core Clauses		
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service:	
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	
Z5	Termination	
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.	
Amendment to the Secondary Option Clauses		
Z7	Limitation of liability:	
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00	
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract	
Additional Z Clauses		
Z8	Cession, delegation and assignment	
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>	
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity	
Z9	Joint and several liability	

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

Z10 Ethics

- Z10.1** The *Contractor* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
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Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 ***Liens and Encumbrances***

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

Z14 ***Intellectual Property***

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works

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

Z14.5.3 the proper use of the Works.

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

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

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

Z17 BBEE and Tax Clearance Certificates

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

Z18 Communication

Z18.1 **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

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

Z19 Delegation

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

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

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

C1.3: Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

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

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA "ACSA"
Physical Address: Airport Company South Africa O.R Tambo International Airport

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatory/ Principal Contractor"

MANDATARY'S MAIN SCOPE OF WORK

Provision of Cleaning Services for a period of 5 years at the Kimberley Airport

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;
"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. 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.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work,.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

- 3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 The 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.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

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

familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

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

8. COOPERATION

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

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are

made conversant with and adhere to such safe work practices.

- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION/INSURANCE

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

12. MEDICAL EXAMINATIONS

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

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

- 19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the

medication.

- 19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatory employees.
- 19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- 19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

- 20.1 The Mandatory shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatory shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- 20.2 The Mandatory shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.
- 20.3 The Mandatory shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

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

22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatory hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatory shall ensure

that only those persons authorized to make use of same, have access thereto.

- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

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

24. TRANSPORTATION

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be

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

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

28. INDEMNITY

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

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

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

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,

Ia 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

Witnesses:

- 1. _____
- 2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

- 3. _____
- 4. _____

C1.4: ACSA Insurance Clauses

INSURANCE CLAUSES FOR OPEX CONTRACTS

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the Employer does not limit the obligations, liabilities or responsibilities of the Contractor under this contract in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than Employer, Contractor and works where written in italics) have the meaning assigned to them in the relevant policy of insurance.
 - This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances: If this Insurance Schedule reflects the amount of any cover provided by the Employer to be higher than the amount required in the Contract Data, the Employer's obligation under this Contract is limited to the lower amount; and

- If this Insurance Schedule provides for any cover which is not stated to be provided by the Employer in the Contract Data, the Employer's obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

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

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

- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - A. in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - B. complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - C. negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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

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

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

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

Insurance Affected by the Contractor.

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

- a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.
 - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
 - A. be affected with Insurers and on terms approved by the Employer.
 - B. be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
 - C. submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
 - (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction

and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

Sub-Contractors

The Contractor shall:

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

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

C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been

included in the Activity Schedule shall be agreed and priced as non-scheduled items.

12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. **The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.**

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.

Activity Schedule

Item no.	Activity Description	Frequency	Quantity (per year)	Amount (per single item)	Total (per year)
Preliminary and General					
1	Airport permits and parking fees – <i>provisional sum</i>	sum	1		
2	All required travelling and standby	Monthly	12		
3	Provision of Insurance	Monthly	12		
4	Preventative Maintenance Inspections (See attached Preventative Maintenance Inspection work order)	Weekly	48		
Maintenance Activities					
1	Schedule of rates	sum	1		
Sub-total A (per year)				R	

Activity Schedule (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 No.	Description	Normal hours (R/hour)	After hours (R/hour)	After hours Sunday/ public holidays (R/hour)
1	Manager Site / Supervisor			
2	Skilled Labourer			
3	Labourer			

^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.

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

Mark-up (third party procured items/services)

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

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

Contract values will be increased/decreased according to the current stipulated in Statistic SA – adjusted.

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

Description	Total (excluding VAT)
Sub-total A: year 1	
Sub-total B: year 2 (year 1 plus CPI escalation)	
Sub-total C: year 3 (year 2 plus CPI escalation)	
Sub-total D: year 4 (year 3 plus CPI escalation)	
Sub-total E: year 5 (year 4 plus CPI escalation)	
5-years estimated contract value Sub-total F* (VAT Inclusive)	R

***this amount to be carried over to Form of Offer and Acceptance (C1.1 page 1)**

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 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the infrastructure at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will be responsible for Glazing works at the OR Tambo International Airport. The specifications and requirements in this document comprise the description of the Works. The Contractor will be appointed directly by the Airports Company of South Africa.

Overview of the works

In brief, the Contractor will be responsible for Glazing works at OR Tambo International Airport.

Extent of the 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 fully responsible for obtaining (and keeping up to date with) said requirements.

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 shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance. Should the Contractor not be able to maintain adequate system performance due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Service Manager.

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 of the air-conditioning and ventilation systems activities/procedures in the area. 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.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free guaranteed for a period of 6 months after completion of work.

All work shall be charged according to the Activity Schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

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 store room to the contractor free of charge. The Contractor shall keep the store room in a neat and clean state and an updated equipment list will always be available on-site and submitted to the Service 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 Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

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

Location of the works

The Works are located at OR Tambo International Airport. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures

Requirements

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 Service 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

No part of this Contract may be subcontracted unless with written approval from ACSA. ACSA shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

MANAGEMENT

Management of the works

➤ **Particular / 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.

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

➤ **Planning and programming**

All maintenance work shall be scheduled and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year. As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

➤ **Methods and procedures**

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- Assisting with emergency repairs
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to work relating/affecting the passenger loading bridge operations
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance and operational procedures relating to the passenger loading bridges.
- Co-operating with ACSA Security relating to security issues
- Investigation of equipment breakdowns, malfunction, and the like, and reporting to Service Manager

The ACSA Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

➤ **Quality plans and control**

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 Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

➤ **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

➤ **Format of communications**

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

➤ **Key personnel**

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

➤ **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.

➤ **Electronic payments**

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

➤ **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 Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

➤ **Monthly reports**

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. Maintenance work (including % of scheduled maintenance work completed)
2. Standing work order
3. Signed Job card
4. Preventative Maintenance Inspection (Work order)
5. Daily inspections performed

The contractor shall keep copies of all reports for at least 5 years. All reports shall be in a format as agreed with the Service Manager from time to time.

➤ **Permits**

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

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

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

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the	ACSA

	airport	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.

➤ **Proof of compliance with the law**

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

➤ **Insurance provided by the employer**

Refer to General Conditions of Contract

Health and safety

➤ **Health and safety requirements and procedures**

The Service Manager shall be entitled to fine the Contractor an amount of **R10 000.00** for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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 Service Manager.

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

➤ **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 at his/her own expense. 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.

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Maintenance activities	Annex B
Service Level Agreement	Annex C
OHS Act Appointment by Contractor	Annex D
Environmental Terms and Conditions	Annex E
Schedule of Tools and Special Equipment	Annex F
Contract start-up proposal	Annex G
Resource proposal	Annex H
Suggested Maintenance Programme	Annex I

ANNEX A

Schedule of Equipment

1. 1x LDV
2. Ladders and scaffolding.
3. All other equipment that is required for the execution of this contract.

ANNEX B

MAINTENANCE ACTIVITIES

See C2.3 Schedule of Rates

ANNEX C
SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year, but will be confirmed/amended by the Service Manager from time to time.

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly:

Skill	Quantity	Days per week	Hours
Site Manager	1	7	When required
Skilled labourer	1	5	Mon-Fri (08:00-17:00)
Skilled labourer (stand by)	1	7	24H00
Labourer	1	5	Mon-Fri (08:00-17:00)
Labourer (stand by)	1	7	24H00

The Contractor must have additional resources available to attend to emergencies.

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

The monthly tendered amount shall include for at least **1x Site manager, 1x skilled laborer and 1 laborer to be present at the airport at all times during normal working hours.** Normal working hours are defined as Monday to Friday from **8H00 to 17H00** and exclude weekends and public holidays.

Service Levels

The following service levels are the minimum service levels acceptable to ACSA, ORTIA, tenders must be able to match or better the service levels.

Response Times

It will be expected of the contractor to be available 24 hours a day, 7 days a week, and 365 days a year to attend to all glazing maintenance work. ACSA will expect the contractor to have a site presence from **08H00 until 17H00** 5 days a week and be available on standby for all other periods. When not on site the contractor has to ensure that they can still meet the specified service levels as stated in this contract.

A substantial amount of work will also have to be done at night and the contractor will be expected to have the resources available to execute these works.

100% of all calls must be responded to within 60min during normal working hours as per contract. 100% of all calls after hours must be responded to within 2Hours when required on site. Response time shall be measured as the time taken from reporting the call to the maintenance contractor.

100% of all calls must be completed in 48 hours. Special arrangements will be made for all project related work and completion dates fixed at negotiation stages.

In the event of the fault not being rectified within the times mentioned above it will be the sole responsibility of the Contractor to communicate with the ACSA Service Manager.

ACSA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Closure Duration

Closure duration is defined as the time elapsed since the maintenance call was logged at the IMC to the time the contractor reports to the IMC that the problem has been resolved.

Defect Free Period

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

Low Service damages

Failure to meet service levels

- a. Response time: Non-compliance to contracted response times for ONE consecutive month will result in a Low service damages of **R2 000.00** (Two thousand rand) for each month after the third month until the specific service level is achieved.
- b. Closure duration: Non-compliance time to contracted response time for one consecutive months will result in a Low service damages of **R2 000.00 (Ten thousand rand)** for each month after the third month until the specific service level is achieved.
- c. Defect free period: Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.
- d. Safety and housekeeping: Should the number of infringements exceed the benchmarked amount; an **R2000.00** (two thousand rand) Low service damages will be retained from the following month's invoice. Should a specific individual be guilty of all the infringements, ACSA reserves the right to instruct the contractor to remove the individual from site.

Notification of Penalties

The employer's representative will notify the contractor in writing of any penalties.

MAINTENANCE RECORD SHEETS

When maintenance is performed record sheets must be completed and signed off.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. **The lack of complete history files will result in immediate cancellation of the contract.**

All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to ACSA Service Manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**

ANNEX E

C4.5: ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. • The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment at all times in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates

	<p style="text-align: center;">of Safe Disposal</p> <p style="text-align: center;">5. Copy of waste permit for disposal site</p> <p style="text-align: center;">This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages (Penalties)

Low Service Damages (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 Low service damages. 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 low service damages (penalties) does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Low Service Damage (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 Low service damages, 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 low service damages (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).

ANNEX F

Tools and Special Equipment

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. All Tools and Special equipment needed for the execution of this contract needs to be listed below.

Number	Item description

ANNEX G

Contract start-up proposal

The Tenderer shall include a detailed proposal as to starting up the new maintenance contract. This must, as a minimum, include required timelines and personnel training.

ANNEX H

Resource proposal

The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff and how/where they will be deployed and utilised under this contract.

ANNEX I

Suggested Maintenance Programme

The Tenderer shall include a suggested maintenance programme that must attempt to cover all requirements under this contract.

All Maintenance shall be scheduled, at least, to the requirements of the following table (the contractor must ensure that sufficient allowance for all the items are made with the pricing in the Activity Schedule):

Tenderers to ensure that the proposed maintenance programme agrees with the OEM maintenance recommendations

C4.1 SITE INFORMATION

LIST OF INFRASTRUCTURE

Glazing Maintenance will be performed on all buildings and assets as included, but not limited to the list below:

1.	International Pier	1
2.	Terminal A, CTB	1
3.	Terminal B Domtex	1
4.	Multi Storey Parkade 1 & 2	1
5.	Bus Terminal	1
6.	Lower Roof (Airlines)	1
7.	Lower Roof (JOC)	1
8.	Administration Building 4 th Floor	1
9.	KB1	1
10.	KB2	1
11.	Engen Skytop	1
12.	Perishable Cargo	1
13.	Freight Agents Building	1
14.	Freight Warehouse	1
15.	New Complex	1
16.	Fire Station	1
17.	Western Precinct	1
18.	Remote Sites	1

C4.2 SCHEDULE OF RATES
GLAZING MAINTENANCE / WORKS

Item No	Description	Unit	Quantities	Rate	Total
				R	C
	GLAZING MAINTENANCE/WORKS				
	<u>BILL 1</u>				
1	<u>GLAZING</u>				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	NOTE: Unless otherwise stated herein, all rates should include establishment				
	Preliminary and general costs, and all other costs associated with the execution and supervision.				
	The Client reserves the right to negotiate mutually agreed discounts on tendered rates for large quantities.				
2	<u>GLAZING TO STEEL WITH PUTTY</u>				
2.1	<u>4mm obscure glass</u>				
	-				
2.1.1	Panes not exceeding 0.1m2 fixed to window frames including cleaning on completion	m2	60		
2.1.2	Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	12		
2.1.3	Panes exceeding 0.5m2 and not exceeding 2m2	m2	12		
	-				
2.1.4	Panes exceeding 2m2 and not exceeding 4m2	m2	20		
2.1.5	Panes exceeding 4m2 and not exceeding 6m2	m2	34		
3	<u>6.38mm Intruder proof normal strength laminated safety glass</u>				

3.1.1	Panes not exceeding 0.1m2 fixed to window frames including cleaning on completion	m2	15		
3.1.2	Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	15		
3.1.3	Panes exceeding 0.5m2 and not exceeding 2m2	m2	31		
3.1.4	Panes exceeding 2m2 and not exceeding 4m2	m2	31		
3.1.5	Panes exceeding 4m2 and not exceeding 6m2	m2	8		
TOTAL CARRIED FORWARD					

Item No	Description	Unit	Quantities	Rate	Total
4	<u>GLASS LOUVER BLADES</u>				
4.1	6mm clear louver blades 150mm wide with polished Edges	m	8		
4.2	3mm Silvered float glass copper backed mirrors with 10mm bevelled and polished edges fixed with double sided adhesive tape		8		
4.2.1	Mirror 600 x 1 200mm high with four screws	no	8		

Item No	Description	Unit	quantities	Rate	Total
4.2.2	Mirror 900 x 1 200mm high with four screws	no	8		
	-				
4.2.3	Mirror 1 200 x 1 500mm high with four screws	no	8		
	-				
4.2.4	Mirror 1 200 x 2 200mm high with four screws	no	8		
	-				
5	<u>MULTIPLE LAMINATED SAFETY GLASS</u>				
	Poly-vinyl butyral multiple laminated safety glasses are to meet SACS 1263-Part III 1988.				
	Please note:				
	Members must ensure that the manufacturer of any laminated safety glass provides a warranty of not less than five (5) years against degradation confirming that the product conforms to that section of SABS 1263 which pertains to the particular application of the safety glass				
5.1	<u>10.38mm Shadowlite 25</u>				
	` grade A polished glass (not arrised)				
	` glazed in rubber gasket				
	` welded corners to rubber gasket (4 of per panel)				
	` including scaffolding				
	` glazing will be executed outside peak hours				
	` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	8		
5.2	<u>10.38mm Intruder proof normal strength</u>				
	` grade A polished glass (not arrised)				
	` glazed in rubber gasket				
	` welded corners to rubber gasket (4 of per panel)				
	` including scaffolding				
	` glazing will be executed outside peak hours				
	` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	8		
TOTAL CARRIED FORWARD					

Item No	Description	Unit		Rate	
5.3	10.76mm Shadowlite 25 (HPR)	m2	8		
5.4	10.76mm Intruder proof clear laminated (HPR)	m2	8		
-	-				
5.5	<u>10mm Clear float</u> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	15		
5.6	<u>8.76mm Shadowlite 25 (HPR)</u> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	15		
5.7	8.38mm Intruder proof clear laminated (Normal strength)	m2	15		
5.8	<u>8.76mm clear laminated Intruder proof</u> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	15		
5.9	<u>6.38mm Shadowlite 25</u> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	15		
Item No	Description	Unit		Rate	

5.10	6.76mm Shadowlite 50 or 25	m2	15		
5.11	<u>6.38mm Shadowlite 50</u> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	35		
TOTAL CARRIED FORWARD					

Item No	Description	Unit	Rate		
5.12	<u>6.38mm PVB clear Intruder proof NS</u> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	15		
6	<u>Monolithic glazing</u>				
6.1	3mm clear	m2	30		
6.2	4mm clear	m2	30		
6.3	- 5mm clear	m2	30		
6.4	6mm clear	m2	30		
6.5	10mm clear	m2	1		
7	<u>4mm Silvered mirror</u>				
7.1	Mirror 600 x 1 200mm high with four screws	no	8		
7.2	Mirror 900 x 1 200mm high with four screws	no	8		

Item No	Description	Unit		Rate	
7.3	Mirror 1 200 x 1 500mm high with four screws	no	8		
	-				
7.4	Mirror 1 200 x 2 200mm high with four screws	no	8		
	-				
7	<u>6mm Silvered mirror</u>				
8.1	Mirror 600 x 1 200mm high with four screws	no	8		
8.2	Mirror 900 x 1 200mm high with four screws	no	8		
	-				
8.3	Mirror 1 200 x 1 500mm high with four screws	no	8		
	-				
8.4	Mirror 1 200 x 2 200mm high with four screws	no	8		
9	6.76mm Intruder proof (HPR) clear laminated	no	35		
	-				
10	6.38mm coda grey (Normal strength)	no	15		
	-				
11	6.76mm cool grey (HPR)	no	15		
	-				
TOTAL CARRIED FORWARD					

Item No	Description	Unit		Rate	
12	<u>CLEANING OF SHOP FRONTS</u>				
	<p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>NOTE: Unless otherwise stated herein, all rates should include compensation for costs to execute the works whatever quantity is required, and should provide for establishment, preliminary and general</p>				

	costs, and all other costs associated with the execution and supervision.				
Item No	Description	Unit		Rate	
	The Client reserves the right to negotiate mutually agreed discounts on tendered rates for large quantities.				
13.1	Clean down and wash down surfaces of aluminium shop front	m2	15		
	-				
13.2	Clean down and wash shop front windows	m2	15		
	-				
14	<u>DOOR CLOSURES</u>				
	-				
14.1	TS 73 door closure with bracket	no	8		
	-				
14.2	Dorma type door closure with bracket	no	8		
	-				
15	<u>FLOOR SPRINGS</u>				
	-				
15.1	Dorma type BTS 83 Double action (Heavy Duty)	no	8		

Item No	Description	Unit	Quantities	Rate	total
16	Sundries				
16.1	Aluminium frame 30mm x 95mm	No	15		
16.2	Aluminium kick rail 44mm x 85mm	No	15		
16.3	Aluminium angle 15x15mm	No	15		
16.4	Aluminium angle 25x25mm	No	15		
16.5	Aluminium angle 50x50mm	No	15		
16.6	Aluminium mullion 30mm x 95mm	No	15		
16.7	Aluminium sheet	m2	10		
16.8	Aluminium bead 15mm x 15mm	No	15		

16.9	Barrel bolts 150 mm	No	15		
16.10	Beading & wedge 15mm x 15mm	No	15		
16.11	Cabin hook 150mm	No	70		
16.12	Cabin hook heavy duty 300mm	No	70		
16.13	Closer TS 83 hold open	No	15		
16.14	Closer TS 83 non hold open	No	15		
16.15	Closer arm	No	15		
16.16	Copper handle	No	8		
16.17	Copper stay	No	8		
16.18	Cylinder	No	20		
16.19	Door stop 38mm	No	20		
Item No	Description	Unit	Quantities	Rate	total
16.20	Spring cover	No	8		
16.21	Flush bolt	No	15		
16.22	Flush bolt -heavy duty	No	15		
16.23	Friction stay 300mm	No	15		
16.24	Friction stay heavy duty 400mm	No	15		
16.25	Glass 6.76 deep cool grey	No	31		
16.26	Glass S10 bronze 6.38	No	8		
16.27	Glass S10 solver 6.38	No	15		

16.28	Door lever handle	No	8		
16.29	Handle aluminium AS	No	8		
16.30	Handle bow 25mm x 600mm stainless steel	No	15		
16.31	Handle brass 200mm steel windows	No	8		
16.32	Handle casement (aluminium)	no	35		
16.33	Handle D-shape 25mm x 300mm	No	15		
16.34	Hinges aluminium double	No	15		
16.35	Hinges aluminium reflex single	No	35		
16.36	Lock set 35mm back set	No	35		
16.37	Sliding door guides	No	80		
17	<u>Scaffold 6M</u>				
17.1	Hire per week	No	5		
17.2	Deliver	No	5		
17.3	Install	No	5		
17.4	Collect	No	5		

BILL	SUMMARY	PAGE	Total
Bill 1	GLAZING AND ALUMINIUM	1-9	
TOTAL CARRIED FORWARD to C2.2 page 1			
Schedule of Rates (Sub-total A: year 1)			