



AIRPORTS COMPANY  
SOUTH AFRICA

# **Precinct 2A Investments SOC Ltd**

## **A subsidiary of Airports Company South Africa**

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### **Maintenance of Fire Extinguishers, Hose Reels and Hydrants**

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**Edition: SEPTEMBER 2019**

**Reference number: P2A 6176/2019/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	



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## **T1.1 Tender Notice and Invitation to Bid**

AIRPORTS COMPANY SOUTH AFRICA invites tenders for the Maintenance **Fire Extinguishers, Hose Reels and Hydrants at Precinct 2A**

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

### **1. Briefing session**

A compulsory briefing session with representatives of the Employer will take place at **10:00** on **26 September 2019** at the **Precinct 2A ACSA Offices, Eloptro Property, 49 De Havilland Road** (Corner Atlas & De Havilland Road, Kempton Park) Precinct 2A.

Please note that the briefing session is **NOT** at O.R. Tambo International Airport. Use the address above to make your way to the **Eloptro Property**.

### **2. Tender Documents**

The tender documents will be available from **19 September 2019**. Electronic copies of the tender documents will be available for download on the **National Treasury eTender Portal** and the **ACSA Tender Bulletin** during the same period. No bid documents will be available at the briefing session or from the employer.

Tender documents may be downloaded from the following websites:

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

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

### **3. Submission of bid documents**

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



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

The closing time for receipt of tenders is **22 October 2019** at **12h00** (South African Time). Tenders must be placed inside the **Tender box B**, which will be on the 3<sup>rd</sup> floor ACSA North Wing Offices.

No telephonic, faxed or e-mailed tenders will be accepted. No late tenders will be accepted. Bidders to ensure that their names and contacts are reflected on the cover of the bid document. Tenders may only be submitted on the tender documentation that is issued. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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

All enquiries are to be addressed to the e-mail address : [Kabelo.rapeu@airports.co.za](mailto:Kabelo.rapeu@airports.co.za)  
The closing date for enquiries is **15 October 2019 at 16:00**.

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

Competitive selection will be used.

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

For tenderers to qualify for the pre-qualification criteria, all tenderers must comply with the following:

- Tenderers to have a B-BBEE contributor status level of **1 to 4**

Should a bidder be submitting an affidavit (EMEs or QSEs), these should be accompanied by financial statements and CIPC documents with a shareholder certificate.



## **8. Mandatory Administration Requirements**

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

1. Attendance of a compulsory briefing session and site inspection;
2. The Tenderer must have CIDB grading of **3SF** or higher;
3. Letter of good standing with Workers Compensation Commissioner from Department of Labour (COIDA)

**Please note the following:**

- **ACSA reserve the right to appoint more than one bidder to carry out the scope of work. The scope will not necessarily be split equally amongst the bidders.**

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

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



## 9. Evaluation

Bid submissions responsive to administrative criteria and prequalification will be evaluated using the Functionality, Price and Preference Method.

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

Description of quality criteria	WQ	Sub criteria	*Max Score	Min Score
		Quality Score		
Tenderer's resource proposal	40	Qualifications	20	12
		Year of experience in similar works	20	12
Start-up Proposal	30	Maintenance Program	30	18
References and experience	30	References and experience	30	18

- c. Only tenderers scoring at least the minimum threshold points of 60 out of 100 for each criterion and sub criterion of functionality will be considered for further evaluation on Price and B-BBEE. They will be evaluated further in terms of the 80/20 preference points system described below.

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

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



## T1.2 Tender Data

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

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

Clause Number	Tender Data
<b>F.1</b>	<b>GENERAL</b>
F.1.1	The Employer is <b>Precinct 2A Investments SOC Ltd</b>
F.1.2	The Bid documents issued by the Employer comprise: <b>Part T1-Tendering procedures</b> T1.1 Tender notice and invitation to tender T1.2 Standard Conditions of Tender T1.3 Tender data T1.4 Evaluation procedure and criteria <b>Part T2- Returnable documents</b> T2.1 List of returnable documents T2.2 Bid Schedules (Included in T2.1) <b>Part C1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Insurance Schedule C1.4 Occupational Health and Safety Agreement C1.5 ACSA Terms and Conditions of Bid <b>Part C2: Pricing data</b> C2.1 Pricing instructions C2.2 Activity Schedules <b>Part C3: Works Information</b> C3 Works Information <b>Part C4: Site Information</b> C4 Site Information <b>Part C5: Annexures</b>
F.1.4	The employer's agent is: Name:





Clause Number	Tender Data
F.1.6	<ol style="list-style-type: none"> <li>1. ACSA reserves the right to amend the terms and conditions of this tender at any time prior to finalisation of the contract between the parties.</li> <li>2. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the lowest priced or not.</li> <li>3. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the highest scored (in terms of F.3.11) or not.</li> <li>4. ACSA reserves the right to cancel this tender at any time.</li> <li>5. A contract in respect of the Services will not necessarily result from the tender responses received by ACSA and ACSA reserves the right to conduct a further procurement process with or without a request for tender or to enter negotiations with any one or more of the tenderers, should it decide to proceed to avoid the contract.</li> </ol>
<b>F.2</b>	<b>TENDERER'S OBLIGATIONS</b>
F.2.1	<p>Only those tenderers who satisfy the following <b>Mandatory Administrative Requirements</b> are eligible to submit tenders:</p> <ol style="list-style-type: none"> <li>1. Attendance of a compulsory briefing session and site inspection;</li> <li>2. The Tenderer must have CIDB grading of <b>3SF</b> or higher;</li> <li>3. Letter of good standing with Workers Compensation Commissioner from Department of Labour (COIDA)</li> </ol> <p><b>NB: No Bid will be awarded to any person whose tax matters have not been declared in order by the South African Revenue Service</b></p> <p><b>NB: No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury. Bidders must supply their unique number</b></p>
F.2.7	<p>The arrangements for a compulsory briefing session are as stated in the <i>Tender Notice and Invitation to Tender</i>.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.13.3	<p>Each tender offer communicated on paper shall be submitted as an original plus one copy in separate and sealed envelopes as well as an electronic copy on a memory stick.</p>



<b>Clause Number</b>	<b>Tender Data</b>
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box: Box B, 3<sup>rd</sup> floor ACSA North Wing Offices</b> <b>Physical address: O R Tambo International Airport, Kempton Park</b> <b>Identification details: Reference number, title, tenderer's name and contact details</b></p>
F.2.13.6	<p>A two-envelope procedure will not be followed.</p>
F.2.13.9	<p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.15	<p>The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.</p>
F.2.16	<p>The tender offer validity period is <b>84 business/working days</b>.</p>
F.2.18	<p>During the tender process, the Tenderer must submit other material requested by the employer within seven calendar days of being requested to do so.</p>
F.2.23	<p>The tenderer is required to submit with his tender;</p> <ul style="list-style-type: none"><li>a) a valid Tax Clearance Certificate issued and stamped by the South African Revenue Services (SARS) and;</li><li>b) Any certificates requested in T2 (The list of tender returnable documents) and;</li><li>c) Copies of relevant documents as requested in other sections of this document.</li></ul> <p>*The requirements of the Construction Industry Development Board Act and the Regulations may change from time to time and ACSA will be required to apply the version of the Construction Industry Development Board Act and Regulations applicable at the time of contract award. Tenderers should keep themselves updated on these requirements. Further information on the CIDB and CIDB registration can be found on the CIDB website <a href="http://www.cidb.org.za">www.cidb.org.za</a>.</p>
<b>F.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
F.3.4	<p>The tender offers will be opened immediately after completion of tender closing formalities at the ACSA offices.</p>



<b>Clause Number</b>	<b>Tender Data</b>
F.3.11	<p>Only responsive tenders that satisfy the eligibility criteria (as per F.2.1 in this document) will be evaluated.</p> <p>The method for evaluation of responsive tenders shall be Method 2: Functionality, Price and Preference as described under Clause F.3.11.3</p>



**EVALUATION CRITERIA FOR MAINTENANCE OF FIRE EXTINGUISHERS, HOSE REELS AND HYDRANTS AT PRECINCT 2A**

Points will be scored for:

**Phase one - Functionality**

Tenderers need to score a minimum score of **60 points out of 100 points** in respect of the following quality criteria for eligibility to submit Tenders. Tenderers also need to meet the minimum threshold per criterion as set out in the table below.

Description of quality criteria	WQ	Sub criteria	Maximum Score	Minimum Threshold
		Quality Score		
Tenderer's resource proposal	40	Qualifications	20	12
		Year of experience in similar works	20	12
Start-up Proposal	30	Maintenance Program	30	18
References and experience	30	References and experience	30	18

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

**Phase two – Price and B-BBEE**

The Bids will be scored using the 80:20 preferential points system with 80 reflecting Price and 20 reflecting B-BBEE recognition.

**For evaluation purposes, Tenderers MUST submit the following documentation for each resource:**

- CV's
- Certificates
- Qualifications
- Contactable references.

**Resources required:**

- Site Manager
- Technician
- Assistant Technician

**Functionality hurdle breakdown**



**Qualifications 20:**

**Proof of qualification should be attached to the resource's CV. 1 X CV for Site Manager and 1 X CVs for SAQCC Technician must be submitted for evaluation.**

<b>Site Manager = 8</b>	<b>Maximum Score</b>	<b>Minimum Threshold</b>
<ul style="list-style-type: none"> <li>No SAQCC Technician (0 points)</li> <li>Matric or equivalent in fitting/ plumbing and SAQCC Technician (5 points)</li> <li>Diploma or equivalent in fitting/ plumbing and SAQCC Technician (8 points)</li> </ul>	8	5
<b>Technician</b>	<b>Maximum Score</b>	<b>Minimum Threshold</b>
<ul style="list-style-type: none"> <li>No SAQCC Technician (0 points)</li> <li>SAQCC Technician (7 points)</li> <li>Matric or equivalent in fitting/ plumbing and SAQCC Technician (12 points)</li> </ul>	12	7

**Years of Experience 20:**

**Detailed description of experience in maintenance of fire extinguishers, hose reels and hydrants must be included in the CV. The experience to be considered for evaluation should be in line with the role or similar to the position mentioned below. 1 X CV for Site Manager and 1 X CVs for Technician must be submitted for evaluation.**

<b>Site manager</b>	<b>Maximum Score</b>	<b>Minimum Threshold</b>
<ul style="list-style-type: none"> <li>Less than 3 Year (0 points)</li> <li>3 to 5 years (5 points)</li> <li>More than 5 years (8 points)</li> </ul>	8	5
<b>Technician</b>	<b>Maximum Score</b>	<b>Minimum Threshold</b>
<ul style="list-style-type: none"> <li>Less 2 years (0 points)</li> <li>2 to 3 years (7 points)</li> <li>3 Years or more (12 points)</li> <li></li> </ul>	12	7

**Maintenance programme – 30**



The Tenderer must provide Maintenance programme indicating how the following will be dealt with; preventative maintenance schedule, call-outs after hours (stand-by), monthly reporting. This information should be included in the contract start up proposal in T2.2.

<b>Maintenance programme – 30</b>	<b>Points</b>
No Maintenance programme	0
Maintenance programme details resources (e.g. Technician), frequencies (e.g. monthly) and maintenance activities	18
Maintenance programme details which resources, frequencies, maintenance activities and stand-by roster	30

**References and Experience 30:**

The Tenderer should provide proof of company references of similar works previously completed. Similar works include installation/ Supply and maintenance of Fire Extinguishers, Fire Hose Reels and Fire Hydrants

<b>References</b>	<b>Points (30)</b>
No References	0
2 or less References	18
3 or more References	30



<b>Clause Number</b>	<b>Tender Data</b>
F.3.13	<p>a) In addition to the requirements of the Condition of Tender, offers will only be accepted if:</p> <ul style="list-style-type: none"><li>i. the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li><li>ii. the tenderer has not abused the Employer's supply chain management system; and</li><li>iii. the tenderer has not failed to perform on any previous contract and has not been given a written notice to this effect;</li><li>iv. The Employer/ may also request that the tenderer provide written evidence that his financial, labour and other resources are adequate for carrying out the contract.</li></ul> <p>b) The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any tenderer. The tenderer shall provide all reasonable assistance in such investigations.</p> <p>c) The bid documents shall be submitted as a whole and shall not be taken apart unless the tenderer is instructed to do so in the bid documents</p> <p>d) The list of returnable documents (PART T2) must be completed in full. (A tenderer's company profile will not be used by ACSA to complete PART T2 on behalf of the tenderer).</p> <p>If PART T2 is not completed in full by the tenderer, his offer may be rejected.</p>
F.3.17	<p>The number of paper copies of the signed contract to be provided by the employer is two.</p>



## **T2.1 List of Returnable Documents**

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

C1.1 Form of Offer and Acceptance	
C2.2 Activity Schedule	
Certificate of attendance of briefing session	
Certificate of Authority to Sign Tender	
Certificate of Authority of Joint Ventures (where applicable)	
Record of Addenda to Tender Documents	
Proposed Amendments and Qualifications	
Schedule of the Tenderer's Experience and References	
Schedule of key personnel's details	
Schedule of Resources for this Contract	
Construction Industry Development Board certificate	
The South African Qualification & Certification Committee (SAQCC) certificate/ letter	
Project Plan	
Proposed Subcontractors (Where applicable)	
Enterprise Questionnaire	
Declaration of interest (SBD 4)	
Preference points claim (SBD 6.1)	
Bidders past supply chain management practices (SBD 8)	
Certificate of Independent bid determination (SBD 9)	

### **Part 2 Other documents required for tender evaluation purposes**

Certified copy of SARS Tax Clearance Certificate	
Certified copy of Broad Based Black Economic Empowerment (B-BBEE) verification certificate	
Letter of good standing with the Workers Compensation Commissioner	





**Part 3 Returnable Schedules that will be incorporated into the contract**

Proposed Amendments and Qualifications	
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**Part 4 Other documents that will be incorporated into the contract**

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



**FORM A 1. CERTIFICATE OF ATTENDANCE AT SITE CLARIFICATION MEETING FIRE EXTINGUISHERS, FIRE HOSE AND REELS AT PRECINCT 2A**

This is to certify that

I .....

Representative of  
(tenderer).....

.....

Of  
(address).....

.....

.....

telephone  
number.....

fax  
number.....

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



**FORM A 2. CERTIFICATE OF AUTHORITY TO SIGN TENDER**

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

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

*An example is shown below:*

"By resolution of the board of directors taken on 20\_\_\_\_ Mr/Ms\_\_\_\_\_ has been duly authorized to sign all documents in connection with this tender for **P2A 6176/2019/RFP** and any contract which may arise therefrom on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

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

Witnesses:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Signed		Date	
Name		Position	
Tenderer			



**FORM A 3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

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

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

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



**FORM A 4. RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



**FORM A 5. PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

<b>Page</b>	<b>Clause or item</b>	<b>Proposal</b>

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



**FORM A 6. SCHEDULE OF THE TENDERER'S RECENT EXPERIENCE**

*Make as many copies of this page as required*

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

The following is a statement of work i.e. **Fire Extinguishers, Fire Hose Reels and Fire Hydrants**

	<b>Employer, Contact Person and Telephone Number.</b>	<b>Description of Contract</b>	<b>Value of Work inclusive of VAT (Rand)</b>	<b>Duration (Start and End dates)</b>
1.				
2.				
3.				
4.				
5.				

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

Signed		Date	
Name		Position	
Tenderer			



**FORM A 7. SCHEDULE OF THE TENDERER'S CURRENT COMMITMENTS**

*Make as many copies of this page as required*

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

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

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

Signed		Date	
Name		Position	
Tenderer			





**FORM A 8. SCHEDULE OF KEY PERSONNEL'S DETAILS**

**Site Manager/ Project Manager**

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

1.	<b>Name:</b>	
2.	<b>Position:</b>	
3.	<b>Surname:</b>	
4.	<b>Nationality:</b>	
5.	<b>Date of Birth:</b>	
6.	<b>Highest Qualification:</b>	
7.	<b>Other Qualification</b>	
8.	<b>Other Qualification</b>	
9.	<b>Other Qualification</b>	
10.	<b>Other Qualification</b>	

Signed		Date	
Name		Position	
Tenderer			



**FORM A8: SCHEDULE OF KEY PERSONNEL'S DETAILS**

**Technician**

Make as many copies of this page as required

A schedule needs to be completed for each key staff member that will be involved in the contract as per functionality criteria.

11.	<b>Name:</b>	
12.	<b>Position:</b>	
13.	<b>Surname:</b>	
14.	<b>Nationality:</b>	
15.	<b>Date of Birth:</b>	
16.	<b>Highest Qualification:</b>	
17.	<b>Other Qualification</b>	
18.	<b>Other Qualification</b>	
19.	<b>Other Qualification</b>	
20.	<b>Other Qualification</b>	

Signed		Date	
Name		Position	
Tenderer			



**FORM A 9. SCHEDULE OF KEY PERSONNEL'S EXPERIENCE**

Make as many copies of this page as required

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

<b>Outline of recent assignments / experience that has a bearing on the scope of work:</b>			
	<b>Employer, Contact Person and Telephone Number.</b>	<b>Description Employment</b>	<b>Duration (Start and End dates)</b>
a)			
b)			
c)			
d)			

The undersigned confirms that the information provided above is correct.

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

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

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



**FORM A 10. SCHEDULE OF RESOURCES FOR THIS CONTRACT**

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

**Note:** Attach copy of resource's CVs and qualification, the information contained on the CVs will be used in the evaluation of the tender as detailed in section T1.2 point F2.1 (functionality Hurdle).



**AIRPORTS COMPANY**  
SOUTH AFRICA

**FORM A11: PROJECT PLAN**

**(start-up proposal and delivery time)**

**NB: For demonstrative purposes, select the 01<sup>st</sup> of November 2019 as the start date of the contract**



**FORM A 12. FORM A12: SCHEDULE OF PROPOSED SUB-CONTRACTORS (if applicable)**

We notify you that it is our intention to employ the following Sub-contractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Sub-contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Sub-contractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Sub-contractor.</b>
1.			
2.			
3.			
4.			

Signed		Date	
Name		Position	
Respondent			



**FORM A 13. ENTERPRISE QUESTIONNAIRE**

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

**Section 1: Name of enterprise:** .....  
.. ..

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

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

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

**Name\*, Identity number\*, Personal income tax number\***

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

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

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

Close corporation number .....  
.....

Tax reference number .....  
.....



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

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

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

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

**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 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* \_\_\_\_\_



## **FORM A 14. BBEE VERIFICATION CERTIFICATE**

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

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

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

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

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.

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.



**FORM A 15. TAX CLEARANCE CERTIFICATE**

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



**FORM A 16. LETTER OF GOOD STANDING WITH THE WORKERS COMPENSATION COMMISSIONER**

**This is to certify that:**

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

Please attach proof of registration.

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

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

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

Position: \_\_\_\_\_

Bidder:



**FORM A17: CONSTRUCTION INDUSTRY DEVELOPMENT BOARD CERTIFICATE**

**This is to certify that:**

The Bidder is registered and has the minimum CIDB grading of **3SF** or higher.

Please attach proof of CIDB registration.

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

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

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

Position: \_\_\_\_\_

Bidder: \_\_\_\_\_



**FORM A18: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA PRECINCT 2A</b>
<b>Physical Address:</b> Precinct 2A Eloptro Property, 49 De Havilland Road Kempton Park

**Hereinafter referred to as "Client"**

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

**Hereinafter referred to as "the Mandatary/ Principal Contractor"**





## **MANDATORY'S MAIN SCOPE OF WORK**

### **Maintenance of Fire Extinguishers, Hose Reels and Hydrants at Precinct 2A Investments SOC**

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#### **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. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.



5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

## THE UNDERTAKING

The Mandatary undertakes to comply with:

### **2. REPORTING**

The Mandatary 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 Mandatary 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 Mandatary 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 Mandatary 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 Mandatary 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 Mandatary 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 Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- 20.2 The Mandatary 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 Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

## **21. PLANT, MACHINERY AND EQUIPMENT**

- 21.1 The Mandatary 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 Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary 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 Mandatary 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 Mandatary 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 Mandatary 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 Mandatary 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 duly 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**

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,

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

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

Expiry date .....

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

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

Witnesses:

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

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

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

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

Witnesses:

3. \_\_\_\_\_

4. \_\_\_\_\_

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



**FORM A19: 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.

<b>ISSUE</b>	<b>REQUIREMENT</b>
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"><li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li><li>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li><li>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li><li>• No leaking equipment or vehicles shall be permitted on the airport.</li></ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"><li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li><li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li><li>• Fires: No open fires shall be permitted on site.</li></ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"><li>• All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</li><li>• The Contractor shall comply with the applicable regulations with regard to noise.</li></ul>
<b>Waste Management</b>	<ul style="list-style-type: none"><li>• Waste shall be separated as general or hazardous waste.</li><li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li></ul>



	<ul style="list-style-type: none"> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment at all times in their work area.</li> <li>• Contractors must keep on file:             <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	<p>ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.</p>
<b>Training &amp; Awareness</b>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

### Penalties

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



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

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

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_

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

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

at: \_\_\_\_\_ (airport name).



**FORM A 20. DECLARATION OF INTEREST**

**SBD 4**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). 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, shareholder<sup>2</sup>).....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<sup>1</sup>“State” means –

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

<sup>2</sup>“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 attached proof of such authority to the bid document? **YES / NO**

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

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

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

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

2.8.1 If so, furnish particulars:

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



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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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



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

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Number / Peral Number</b>	<b>Employee Peral Number</b>

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder



**FORM A21:**

**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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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



- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;



### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

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

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid



## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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



bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

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

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**8. SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 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 or QSE

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:





<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....



**FORM A 22:**

**SBD 6.2**

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

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

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

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

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



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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

**3.** Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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



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

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

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

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

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

.....  
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in



paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

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

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

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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



**FORM A 23:**

**SBD 8**

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

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

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



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

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW





FORM A 24.

SBD 9

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

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

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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



**PRECINCT 2A INVESTMENTS SOC LIMITED**

**PROJECT NAME AND NUMBER:**

**TITLE OF PROJECT: Maintenance of Fire Extinguishers, Hose Reels and Hydrants at ACSA Precinct 2A**

**NEC 3: TERM SERVICE CONTRACT (TSC)**

**Between**

**PRECINCT 2A INVESTMENTS SOC LIMITED**

**Applicable at PRECINCT 2A INVESTMENTS SOC LIMITED**  
(Registration Number: 1998/000252/30)

and

\_\_\_\_\_

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

for

**Maintenance of Fire Extinguishers, Hose Reels and Hydrants**

---

<b>Contents:</b>		<b>No</b>	<b>of</b>
		<b>pages</b>	
Part C1	Agreements & Contract Data	[29]	
Part C2	Pricing Data	[17]	
Part C3	Employer Service Information	[52]	
Part C4	Site Information	[3]	

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## **C 1.1 Form of Offer and Acceptance**

### **Offer**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Services as described under section C 3 for the**

### **Maintenance of Fire Extinguishers, Hose Reels and Hydrants at Precinct 2A**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

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 Service Provider in the conditions of contract identified in the Contract Data.

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_



**For the  
Tenderer** \_\_\_\_\_  
(Name and address of organization)

Name and  
Signature of  
Witness \_\_\_\_\_ Date \_\_\_\_\_.



## Acceptance

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

The terms of the contract, are contained in:

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

Part C2: Pricing data

Part C3: Works Information.

Part C4: Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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.

The tenderer 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 Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_



**AIRPORTS COMPANY**  
SOUTH AFRICA

Capacity \_\_\_\_\_

For the Employer,

**Precinct 2A Investments SOC Ltd**

**Eloptro Property**

**49 De Havilland**

**Kempton Park**

**1627**

Name and

Signature of

Witness \_\_\_\_\_ Date \_\_\_\_\_





## Schedule of Deviations

### Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject \_\_\_\_\_

Details \_\_\_\_\_

2 Subject \_\_\_\_\_

Details \_\_\_\_\_

3 Subject \_\_\_\_\_

Details \_\_\_\_\_

4 Subject \_\_\_\_\_

Details \_\_\_\_\_

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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.



**AIRPORTS COMPANY**  
SOUTH AFRICA

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 ECC3 Contract Data

**PART ONE - DATA PROVIDED BY THE EMPLOYER**

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

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	<b>B: Priced contract with Bill of Quantities</b>
	Dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	Secondary Options (incorporating amendments)	<b>X2: Changes in the law</b> <b>X7: Delay damages</b> <b>X13: Performance Bond</b> <b>X16: Retention</b> <b>X17:</b> <b>X18: Limitation of liability</b> <b>X19:</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract, April 2013	
10.1	The <i>Employer</i> is:	<b>Precinct 2A Investments SOC Limited</b> <b>Registration Number: 1998/000252/30</b> <b>Vat : 4490239425</b>
	Address	<b>Precinct 2A</b> <b>Eloptro Property,</b> <b>49 De Havilland Road</b> (Corner Atlas & De Havilland Road, Kempton Park) Precinct 2A.



	Tel No.	<b>011 921 6911</b>
10.1	The <i>Project Manager</i> is	<b>Matlaledi Saboshego, Mechanical Maintenance Engineer</b>
	Address	<b>O R Tambo International Airport Private Bag X1 3<sup>rd</sup> Floor ACSA North Wing Offices OR Tambo International Airport 1627</b>
	Tel No.	<b>011 921 6431</b>
	e-mail	
10.1	The <i>Supervisor</i> is	<b>To be advised</b>
	Address	
	Tel No.	
	e-mail	
11.2	The <i>works</i> are	<b>Maintenance of Fire Extinguishers, Hose Reels and Hydrants at Precinct 2A (Refer to section C3 for details)</b>
11.2	The following matters will be included in the Risk Register	<b>Availability of As Built information</b>
11.2	The <i>Works Information</i> is in	<b>Section C3, Works Information of this contract</b>
11.2	The <i>Site Information</i> is in	<b>Section C4, Site Information of this contract</b>
11.2	The <i>boundary of the site</i> is	<b>The boundary of Precinct 2A</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period of reply</i> is	<b>Three (3) working days</b>
<b>3</b>	<b>Time</b>	
31.2	The <i>starting date</i> is	<b>Upon signing of the contract</b>
11.2	The <i>completion date</i> is	<b>3 years from date of signature</b>
30.1	The <i>access date</i> is	<b>Upon signing of the contract</b>



31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date	<b>Note</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>One (1) week</b>
35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	<b>The <i>Employer</i> and Others will have access to the works during construction or prior to completion. Such access by the Employer and Others shall not relieve the <i>Contractor</i> from liability for the completion of the works in accordance with the Works Information and in terms of this contract.</b>
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>Twelve (12) months after Completion of the whole of the works</b>
43.2	The <i>defects correction period</i> is	<b>Two (2) weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>15th day of each successive month</b>
50.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payment is made is	<b>30 days from date of invoice.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank, as determined from time to time</b>
<b>6</b>	<b>Compensation events</b>	
60.1	The <i>weather measurements</i> to be recorded for each calendar month are	<b>the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius</b>
60.1	The place where weather is to be recorded (on the Site) is	<b>At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose</b>



60.1	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	<b>Month</b>	<b>Days</b>	<b>Month</b>	<b>Days</b>
		January	1	July	4
		February	1	August	3
		March	2	September	2
		April	2	October	2
		May	3	November	2
		June	3	December	1

**7 Title** No data required for this section of the *conditions of contract*

**8 Risks and Insurance**

84.1 The *Employer* provides these insurances **Refer to the Insurance Clauses which is attached at the end of the Contract Data**

84.2 The *Contractor* provides the insurance stated in **The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor’s risk from the starting date until the Defects Certificate or a termination certificate has been issued.**

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is: **As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993**

**9 Termination** In the case when redevelopment of the property and demolish, ACSA reserves the right to terminate the contract giving a six months’ notice period.

**10 Data for Main Options**

**B** Priced contract with Bill of Quantities

**11 Data for Option W1**



W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the <i>arbitration procedure</i> is	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 <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	
<b>X7</b>	<b>Delay Damages</b>	
	Delay damages of the <i>works</i> are	Amount per day is 0.05% of the contract value, up to the maximum of 10% of the contract value
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	7% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract in Section C1.3: Sureties.
<b>X16</b>	<b>Retention</b>	
X16.1	The <i>retention percentage</i> is	N/A
<b>X18</b>	<b>Limitation of Liability</b>	



X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>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</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>The total of the Prices</b>
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	<b>The total of the Prices</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<b>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.</b>  <b>The excluded matters are amounts payable by the Contractor as stated in this contract for</b> <ul style="list-style-type: none"><li>- Loss of or damage to the Employer's property,</li><li>- Delay damages,</li><li>- Defects liability,</li><li>- Insurance liability to the extent of the Contractor's risks</li><li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li><li>- death of or injury to a person;</li><li>- damage to third party property; and</li><li>- infringement of an intellectual property right</li></ul>

**Z(A): The Additional conditions of Z1 – Z20 contract are**

**Amendments to the Core Clauses**

**Z1 Interpretation of the law**





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**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 *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

---

**Z2 Providing the Works:**

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

The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose

---

**Z3 Other responsibilities:**

**Add the following at the end of core clause 27:**

**Z3.1** The *Contractor* shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date

**Z3.2** The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs.

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**Z4 Extending the defects date:**

**Add the following as a new core clause 46:**

**Z4.1** If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*

**Z4.2** If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced

**Z4.3** The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data

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**Z5 Termination**



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**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”.

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**Amendment to the Secondary Option Clauses**

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**Z6** **Performance Bond**

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**Z6.1** **Amend the first sentence of clause X13.1 to read as follows:**

The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.

**Z6.2** **Add the following new clause as Option X13.2:**

The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

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**Z7** **Limitation of liability:**

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**Insert the following new clause as Option X18.6:**

**Z7.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

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

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**Additional Z Clauses**

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**Z8** **Cession, delegation and assignment**

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

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

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**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 *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- 

**Z10 Ethics**

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- 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**

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- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

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



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

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**Z13 Liens and Encumbrances**

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**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

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**Z14 Intellectual Property**

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

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

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

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

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

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

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

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



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

**Z16 Dispute resolution:**

**Z16.1 Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

**Z16.2 Appointment of the Arbitrator**



An *Arbitrator* is appointed Panel of Arbitrators

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

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

### Notification of a compensation event

#### Z17

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

#### Z18 **BBBEE Certificate**

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

#### Z19 **Communication**



- Z19.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:  
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
- Z19.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

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**Z20** **Delegation**

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

- Z20.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations
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<b>PART TWO - DATA PROVIDED BY THE CONTRACTOR</b>		
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<b>Clause</b>	<b>Statement</b>	<b>Data</b>
10.1	The Contractor is (Name):  Address:  Telephone No.  Fax No.	
11.2	The <i>working areas</i> are	<b>Only the Site Area. See C4 'Site Information'</b>
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	



Name:

Job:

Responsibility:

Qualifications:

Experience:

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Name:

Job:

Responsibility:

Qualifications:

Experience:

- 
- |      |   |   |
|------|---|---|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none"><li>• <b>Existing Services</b></li><li>• <b>Access to Site</b></li><li>• <b>Delay in supply of material and/or equipment</b></li><li>• <b>Progress of the works against the program</b></li></ul> |
|------|---|---|

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11.2	The <i>Works Information</i> is in	<b>Part C3 'Works Information section of this contract</b>
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31.1	The programme identified in the	<b>the contract</b>
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C1.3 Forms of Sureties

**Pro forma's for Bonds & Guarantees**

**Pro forma Performance Bond – Demand Guarantee (for use with Option X13)**

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

[Insert *Contractor's* name and registered address] Bank reference No.

Date:

Dear Sirs,

**Performance                  Bond                  –                  Demand                  Guarantee                  for**

\_\_\_\_\_

**[insert   name   of   Contractor]   required   in   terms   of   contract**

\_\_\_\_\_

\_\_\_\_\_ **[insert *Contractor's* contract reference number or title]**

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



1.1 “Bank” means

[Insert name of Bank], \_\_\_\_\_  
Branch, Registration No. \_\_\_\_\_

1.2 “Bank’s Address” means

[Insert physical address of Bank]

1.3 “Contract” means

the written agreement relating to providing the *works*, entered into between the *Employer* and the *Contractor*, on or about the \_\_ day

of \_\_\_\_\_ 20\_\_\_\_ (Contract Reference No. **P2A 6176/2019/RFP**) as amended, varied, restated, novated or substituted from time to time;



1.4 “Contractor” means	_____ a company  registered in accordance with the laws of _____  _____ under Registration No _____.
1.5 “Employer” means	Precinct 2A Investments SOC Limited , a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1998/000252/30
1.6 “Expiry Date” means	the earlier of  <ul style="list-style-type: none"><li>• the date that the Bank receives a notice from the <i>Employer</i> stating that all amounts due from the <i>Contractor</i> as certified in terms of the contract have been received by the <i>Employer</i> and that the <i>Contractor</i> has fulfilled all his obligations under the Contract, or</li><li>• the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Employer</i>.</li></ul>
1.7 “Guaranteed Sum” means	the _____ sum _____ of R _____,  ( _____ _____  _____ Rand)
1.8 “works” means	Modification of Aircraft Gates



2. At the instance of the *Contractor*, we the undersigned

\_\_\_\_\_ and \_\_\_\_\_, in our respective capacities as

\_\_\_\_\_ and \_\_\_\_\_ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer* as security for the proper performance by the *Contractor* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Employer* by a director of the *Employer*;
- state the amount claimed ("the Demand Amount");
- state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
- is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
- shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.

6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.



7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
  - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
  - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
  - shall be regarded as a liquid document for the purpose of obtaining a court order; and
  - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
  - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
at \_\_\_\_\_

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness

Bank's seal or stamp


## C1.4 Insurance Schedule

### 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 Contract 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 Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

#### **Insurance 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.”

**INCIDENT ADVICE FORM**

**NOTE:** PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to: ..... \*From: .....

**Aon South Africa (Pty) Ltd - Construction & Engineering**

Attention: Priscilla Hart

1 Sandton Drive

Sandhurst, Sandton

2196

Tel No: +27 (11) 944 7974

E- mail: [priscilla.hart@aon.co.za](mailto:priscilla.hart@aon.co.za)

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

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DATE OF LOSS:

---

REPORTED TO SITE AGENT BY:                      DATE

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REPORTED TO AON SOUTH AFRICA BY:              DATE

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Locality of Incident:

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

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## **Part C2: Pricing Data**

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**C2.1 Pricing Instructions**

**C2.2 Pricing Data**

## 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

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 for Maintenance of Fire Extinguishers, Hose reels and Hydrants at Precinct 2A

Item no.	Activity Description	Frequency	Quantity (per year)	Amount (per single item)	Total (per year)
	<b>Preliminary and General</b>				
1	Contract Management and Administration (including all required reporting such as monthly maintenance reports, inventory management * etc.)	monthly	12		
2	Insurance (ACSA required for this contract as per ACSA C1.4 Insurance Schedule)	Monthly	12		
3	Uniforms and staff personnel protective equipment	Monthly	12		
4	Tools, equipment and consumables	Monthly	12		
5	Staff standby, sick leave, shift work, paid leave and other allowance	Monthly	12		
6	Maintaining up to date maintenance manuals and drawings	Monthly	12		
7	All required travelling	Monthly	12		
8	Preventative Maintenance of Fire Extinguishers, Hose Reels and Hydrants Monthly	Monthly	12		
9	Maintaining up to date Fire Equipment Registers, maintenance manuals and drawings	Monthly	12		
10	SAQCC Technician – Available for maintenance on-site	Monthly	12		
11	Assistant - Available for maintenance on-site	Monthly	12		
12	OHS ACT Safety Plan & Other Statutory Obligations	Monthly	12		
					<b>Sub-total A (Year 1) R</b>



### Labour rates and Mark-up

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

#### Labour

Item	Description	Normal hours (R/hour)	After hours Saturday (R/hour)	After hours Sunday/ Public Holidays (R/hour)
1	Site Manager			
2	SAQCC Technician			
3	Assistant			

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

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

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

#### Callouts

Description	Quantity per year	Call out fee	Total per year
Call out including first hour on site and travelling fee	120		
<b>Call outs subtotal B (12 months)</b>		<b>R</b>	

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

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

#### Mark-up (third party procured items/services)

Cost <sup>b</sup>	Mark-up
R 0 – R 2 000	%
R2001-R10 000	%
R 10 001-R50 0000	%
Over R R50 0000	

<sup>b</sup>Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

## Spares List

Item	Description	Quantity	Unit Price	Sub total
1	9kg DCP/ STP Fire Extinguisher Service	150		
2	4.5 DCP/ STP Fire Extinguisher Service	50		
3	5kg CO2 Fire Extinguisher Service	100		
4	2kg CO2 Fire Extinguisher Service	25		
5	30m Hose reel Service	35		
6	SABS Signage (190 X 190) FB1 Arrow	150		
7	SABS Signage (190 X 190) FB2 Extinguisher	120		
8	SABS Signage (190 X 190) FB3 Hose reel	40		
<b>Spares Sub-Total C (Year 1)</b>				<b>R</b>

## Contract value

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

### Maintenance of Fire Extinguishers, Hose Reel and Hydrants for one (1) year maintenance expenditure

Description	Total (excluding VAT)
Preventative maintenance Sub-total A (Year 1)	
Call Outs Sub-Total B (Year 1)	
Adhoc Works (Provisional Sum)	R 200 000.00
Spares Sub-Total C (Year 1)	
(contract value*) Sub –Total D (Year 1) = (A + B + C)	R

### Expenditure over three (3) years contract including CPI yearly price adjustments (As per Statistic SA)

Description	Total (excluding VAT)
Sub-total D: year 1	
Sub-total E: year 2 (year 1 plus CPI escalation*)	
Sub-total F: year 3 (year 2 plus CPI escalation*)	
3-years estimated contract value Sub-total G (D+E+F)	R

**\* Sub total G amount to be carried over to Form of Offer and Acceptance C1**

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.**

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## **Part C3: Scope of Work**

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### **C3.1 Description of Works**

## **SCOPE OF WORK FIRE EXTINGUISHER, HOSE REEL AND HYDRANTS**

### **DESCRIPTION OF THE WORKS**

#### **Employer's objectives**

The objective is to maintain the serviceability of the fire extinguishers, hose reels and hydrants equipment/ infrastructure at Airports Company South Africa Precinct 2A Building Facility in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. The Contractor will maintain all the Fire extinguishers, hose reels and hydrants at Precinct 2A as described in the Overview of the works below. 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 maintaining the Fire extinguishers, hose reels and hydrants at Precinct 2A facility by ensuring compliance to the SANS 10400, SANS 1475, OSH Act (No. 85 of 1993), general safety and aviation related legislation.

#### **Extent of the works**

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

Upon arrival at the Employer's premises, at the pre-arranged time, the Contractor shall report to the Service Manager and attend to any matters which may necessitate action.

Upon completion of the service/maintenance visit, the Contractor shall complete a comprehensive written service report in respect of Fire extinguishers, hose reels and hydrants visit, listing all activities undertaken, additional work performed, and consumables used. This report is to be submitted to the Service Manager for approval and endorsement before leaving the premises. The

report pro-forma shall be to the Employer's approval. Detailed maintenance sheets shall be completed after service.

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.

Where, such a need is mutually agreed between the Contractor and ACSA, ACSA shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by ACSA. The contractor shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

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 indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

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 Fire extinguishers, hose reels and hydrants 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.

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 period of 3 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. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. 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 ensuring that spares are effectively managed and scrapped parts and waste removed from site.

Inventory management involves a manually managed system including but not limited to conducting monthly and quarterly stock counting, managing min/max stock levels and replenishment of spares etc.

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, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

### **Location of the works**

The Works are located at Precinct 2A

### **Interpretation and terminology**

The following abbreviations are used in this Works Information:

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



## Annexure A

### Asset Register of Fire Extinguishers, Hose Reels and Hydrants at Precinct 2A

#### SANS 1475 Annual Service immediate requirements of Fire Fighting Equipment at Precinct 2A

Description	Quantity
9kg DCP/ STP Fire Extinguisher Service	120
4.5 DCP/ STP Fire Extinguisher Service	32
5kg CO2 Fire Extinguisher Service	60
2kg CO2 Fire Extinguisher Service	12
30m Hose reel Service	20
65mm Fire Hydrant Service	10
SABS Signage (190 X 190) FB1 Arrow	50
SABS Signage (190 X 190) FB2 Extinguisher	120
SABS Signage (190 X 190) FB3 Hose reel	20

## Annexure B

### Minimum Preventative Maintenance Activities

#### Suggested Maintenance Programme

All Preventative 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):

Item Description	Activity Description	Frequency
DCP Fire Extinguishers	Check for the following: 1. Gauge reacting 2. Discharge hose 3. Instruction label (must be in good condition) 4. Seal must be intact	Monthly
DCP Fire Extinguishers	Remove discharge hose and check for blockages	Yearly
DCP Fire Extinguishers	Discharge fire extinguisher into Getz machine	Yearly
DCP Fire Extinguishers	Remove head assembly. Strip and clean. Check all components for wear and tear. Replace damaged components (only after approval). Lubricate "O" ring and valve stem assembly. Re-assemble valve assembly and check operation.	Yearly
DCP Fire Extinguishers	Do internal inspection of the fire extinguisher for damage, corrosion and pitting. Check neck threads.	Yearly
DCP Fire Extinguishers	Check extinguisher last pressure date	Yearly
DCP Fire Extinguishers	Refill extinguisher with powder to the correct weight	Yearly

DCP Extinguishers	Fire	Fit valve assembly to extinguisher. Charge with Nitrogen to correct pressure	Yearly
DCP Extinguishers	Fire	Check extinguisher for leaks	Yearly
DCP Extinguishers	Fire	Seal extinguisher and attach service label	Yearly
DCP Extinguishers	Fire	Use MAP 70 powder	Always
CO2 Extinguishers	Fire	Check for the following: <ol style="list-style-type: none"> <li>1. Last pressure test date</li> <li>2. Gross and tare weight. Determine charge weight.</li> <li>3. Condition of instruction label.</li> </ol>	Yearly
CO2 Extinguishers	Fire	Remove hose and horn assembly and check for blockage and thread condition.	Yearly
CO2 Extinguishers	Fire	Check that pressure safety device is seated and intact	Monthly/Yearly
CO2 Extinguishers	Fire	Puff-test for correct lever action	Yearly
CO2 Extinguishers	Fire	Weight extinguisher and make sure weight is within 5% of charge weight.	Monthly/Yearly
CO2 Extinguishers	Fire	Check for rust under the hose clip assembly.	Yearly
CO2 Extinguishers	Fire	Re-assemble hose & horn to extinguisher.	Yearly
CO2 Extinguishers	Fire	Seal extinguisher	Yearly
CO2 Extinguishers	Fire	Attach service label	Yearly
Cabinets		Ensure cabinet in place and check condition	Monthly

## Annexure C

### **Service Level Agreement for Maintenance of Fire Extinguishers, Hose reels and Hydrants at Precinct 2A**

#### **Operational hours**

Normal airport operational hours shall be **from 04:00 to 00:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

#### **Minimum Staffing Schedule**

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

<b>Skill</b>	<b>Quantity</b>	<b>Days per week</b>	<b>Hours</b>
Site Manager	1	5	When required
SAQCC Technician	1	5	Mon-Fri (08:00-17:00)
Assistant	1	5	Mon-Fri (08:00-17:00)

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

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 two **on-site Technician and one Assistant to be present at Precinct 2A 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.

#### **Response Times**

All breakdowns **during normal working hours** shall be responded to within 30 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

All breakdowns **after hours** shall be responded to within 60 minutes (1 hour). Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

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 – Infrastructure Management and Control (Internal Helpdesk) to the time the contractor reports to the IMC that the problem has been resolved.

95% of all breakdowns will be restored to good working condition within 60 minutes during **normal**

### **working hours**

95% of all breakdowns will be restored to good working condition within 3 Hours **after hours**.

### **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.

### **Benchmarks**

- a. Corrective or breakdown maintenance, defect free period will be no less than 90 days.
- b. Preventive maintenance, defect free period will be no less than the interval between preventive maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.
- c. Project maintenance, the defect free period will be no less than 3 months

### **Notification of Penalties**

The employer's representative will notify the contractor in writing of any penalties and any claims directed at ACSA as a result of the equipment being unavailable and will be for the account of the Contractor.

### **Failure to meet service levels**

- a. **Response time:** Consistent non-compliance to contracted response times for three consecutive months will result in a penalty of R2000.00 (three thousand rand) for each month after the third month until the specific service level is achieved.
- b. **Closure duration:** Consistent non-compliance time to contracted response time for three consecutive months will result in a penalty of R2000.00 (three 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:** It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed, a penalty of R 2000.00 (two thousand rand) will be retained from the following months invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.
- E. **The employer's representative may request the replacement of a non-performing Contractor staff member:** In the event that a Contractor staff member assigned to this

contract has proven to be not satisfactory in his performance, incompetent or negligent in performing his duties, the employer 's representative may request that such a staff personnel be replaced. The timing will be discussed and agreed by both parties but shall not exceed two months.

## **MAINTENANCE RECORD SHEETS**

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

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 contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**

## ABBREVIATIONS AND ACRONYMS

The list contains the abbreviations as used in this document:

<b>Abbreviation or Acronym</b>	<b>Definition</b>
ACSA	Airport Company South Africa
AC	Alternating Current
BSI	British Standards Institute
DC	Direct Current
FAT	Factory Acceptance Test
GRP	Gross Rating Point
Hz	Unit for Frequency (Hertz)
IEC	International Electrotechnical Commission
IP	Ingress Protection
ISO	International Organisation of Standard
kA	kilo Amperes
kV	kilo Volts
LV	Low Voltage
MV	Medium Voltage
OHSACT	Occupational Health & Safety Act of South Africa, Act No. 85 of 1993
PTTA	Partially type tested assembly
PVC	Poly Vinyl Chloride
QCP	Quality Control Plan
SANS	South African National Standards
SSC	Systems, structures and components
SSO	Switch Socket Outlet
SOC	State Owned Company
SWA	Single wire armoured
TTA	Type tested assembly
UV	Ultra Violet
VAC	Voltage AC
VDE	Verband der Elektrotechnik (German standard)
XLPE	Cross linked Polyethylene