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## Replacement of Chillers at O.R. Tambo International Airport

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**Tender no: ORT 216 /2018/RFP**

**June 2019**

**Issued by: Procurement**

**Prepared by: TPEC**

Airports Company South Africa  
ACSA offices  
North Wing  
4th Floor  
OR Tambo International Office

**Contact:**

**Name: Dineo Mathabatha**

All enquiries should be addressed to the e-mail address: [Dineo.Mathabatha@airports.co.za](mailto:Dineo.Mathabatha@airports.co.za)

# TENDERER'S DETAILS

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

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## T1.1 Tender Notice and Invitation to Bid

AIRPORTS COMPANY SOC Ltd invites tenders for the Replacement of Chillers at O.R. Tambo International Airport

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

### 1. Briefing session

A compulsory briefing session with representatives of the Employer will take place at **10:00** on **Tuesday, 11 June 2019** at the **4<sup>th</sup> Floor**, Tlou Boardroom O R Tambo International Airport.

### 2. Tender Documents

The tender documents will be available from **03 June 2019**. Electronic copies of the tender documents will be available for download on the **National Treasury eTender Portal** during the same period. No bid documents will be available at the briefing session.

Tender documents may be downloaded from the National Treasury eTender Portal as follows:

<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.
- d) Bid documents must be submitted on or before **11:00** on **08 July 2019** using the following method

### 4. Closing Date

The closing time for receipt of tenders is **Monday, 08 July 2019 at 11h00** (South African Time). Tenders must be placed inside the **Tender box A**, 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: [Dineo.Mathabatha@airports.co.za](mailto:Dineo.Mathabatha@airports.co.za)

### 6. Procurement Procedures

Competitive selection will be used.

## 7. Pre-Qualification Criteria

To advance certain designated groups in line with Regulation 4 of the 2017 PPPFA Regulations, only the following bidders will be considered for the tender:

- Bidders with a BEE level status of 1 or 2.

## 8. Mandatory Administration Requirements

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

1. Attendance of a compulsory briefing session;
2. Complying with T2.1-part 1 List of Returnable Documents;
3. Only Bidders with a CIDB Contractor Grading of, **6 ME** or higher are allowed to bid. Proof of registration with the CIDB must be provided.
4. Proof of registration with the Department of Labour as an electrical Contractor must be attached either for the contractor or the electrical subcontractor.
5. Provide Proof of ECSA Professional Registration as per the qualification criteria in this bid document for the Mechanical engineer (Mechanical engineering) and Controls and BMS engineer (Electronics or Mechatronics engineering) (N.B ECSA registration must be for the relevant discipline). Inappropriate Professional registrations for the disciplines required would render the bidder disqualified.
6. Provide Proof of Health and Safety Practitioner registration with the South African Council for Project and Construction Management Professions (SACPCMP).
7. All Foreign Qualifications must be accompanied by a letter of recognition from the South African Qualifications Authority.
8. Tendered Chiller specifications must meet or exceed **All** specs as listed in C3.1.2.1.2 and C3.1.2.2.2 in the Service Information. If one or more of the tendered chiller specifications are not concurrently satisfied, the respective bidder will be disqualified. It is Incumbent on Bidders to provide clear brand(s), model numbers and chiller specifications to enable the evaluation committee to determine suitability of the proposed equipment to meet the tender specifications.
9. All Foreign Professional registrations must be accompanied by a letter from the Engineering Council of South Africa regarding applicability in the Republic of South Africa.

**NB: No award will be made to a supplier or service provider who does not have a letter from OEM committing to support during the defect period (12 months).**

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

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

## 9. Evaluation

Bid submissions responsive to Mandatory administrative requirement and Pre-qualification criteria will be evaluated using the Functionality and Price and Preference points system.

- 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 for functionality as indicated in the Tender data and summarised in the table below.
- 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 Or a BEE sworn affidavit for EME's/QSE's.

## T1.2 Tender Data

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

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

Clause Number	Tender Data
<b>F.1</b>	<b>GENERAL</b>
F.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA.
F.1.2	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: Scope of work</b> C3 Scope of work <b>Part C4: Site Information</b> C4 Site Information <b>Part C5: Annexures</b> Annexure A: Copy of the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts Annexure B: Copy of CIDB Standard for Developing Skills Through Infrastructure Contracts
F.1.4	The employer's agent is: Name: <b>Dineo Mathabatha</b>
F.1.6	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.

Clause Number	Tender Data
	<p>2. ACSA reserves the right to award this tender to any Tenderer, regardless if this Tenderer should be the lowest priced or not.</p> <p>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.</p> <p>4. ACSA reserves the right to cancel this tender at any time.</p> <p>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.</p>
<b>F.2</b>	<b>TENDERER'S OBLIGATIONS</b>
F.2.1	<p>Only those tenderers who satisfy the following Prequalification criteria and Mandatory Administrative Requirements are eligible to submit tenders:</p> <p><b>1. Pre-Qualification Criteria</b></p> <p>To advance certain designated groups in line with Regulation 4 of the 2017 PPPFA Regulations, only the following bidders will be considered for the tender:</p> <ul style="list-style-type: none"> <li>• Bidders with a BEE level status of 1 or 2.</li> </ul> <p><b>2. Mandatory Administration Requirements</b></p> <p>Bids that do not meet any one of the following requirements (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further:</p> <ol style="list-style-type: none"> <li>1. Attendance of a compulsory briefing session;</li> <li>2. Complying with T2.1-part 1 List of Returnable Documents;</li> <li>3. Only Bidders with a CIDB Contractor Grading of, <b>6 ME</b> or higher are allowed to bid. Proof of registration with the CIDB must be provided.</li> <li>4. Proof of registration with the Department of Labour as an electrical Contractor must be attached either for the contractor or the electrical subcontractor.</li> <li>5. Provide Proof of ECSA Professional Registration as per the qualification criteria in this bid document for the Mechanical engineer (Mechanical engineering) and Controls and BMS engineer (Electronics or Mechatronics engineering) (N.B ECSA registration must be for the relevant discipline). Inappropriate Professional registrations for the disciplines required would render the bidder disqualified.</li> <li>6. Provide Proof of Health and Safety Practitioner registration with the South African Council for Project and Construction Management Professions (SACPCMP).</li> </ol>



Clause Number	Tender Data
	<p>7. All Foreign Qualifications must be accompanied by a letter of recognition from the South African Qualifications Authority.</p> <p>8. Tendered Chiller specifications must meet or exceed <b>All</b> specs as listed in C3.1.2.1.2 and C3.1.2.2.2 in the Service Information. If one or more of the tendered chiller specifications are not concurrently satisfied, the respective bidder will be disqualified. It is Incumbent on Bidders to provide clear brand(s), model numbers and chiller specifications to enable the evaluation committee to determine suitability of the proposed equipment to meet the tender specifications.</p> <p>9. All Foreign Professional registrations must be accompanied by a letter from the Engineering Council of South Africa regarding applicability in the Republic of South Africa.</p> <p><b>NB: No award will be made to a supplier or service provider who does not have a letter from OEM committing to support during the defect period (12 months).</b></p> <p><b>NB: No award will be made to a supplier or service provider who is not registered on the Central Supplier Database (CSD).</b></p> <p><b>NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.</b></p>
F.2.7	<p>The arrangements for a compulsory briefing session are as stated in the <i>Tender Notice and Invitation to Tender</i>.</p> <p>Tenderers must sign the attendance register in the name of the tendering entity. Addenda will be issued to and tenders will be accepted only from those tendering entities appearing on the attendance list.</p>
F.2.13.3	<p>Each tender offer communicated on paper shall be submitted as an original plus one copy in separate and sealed envelopes as well as an electronic copy on a memory stick.</p>
F.2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box: Box A, 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 must be clearly written outside the package.</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>

Clause Number	Tender Data
F.2.16	The tender offer validity period is <b>120 working days</b> .
F.2.18	During the tender process, the Tenderer must submit other material requested by the employer within seven calendar days of being requested to do so.
F.2.23	<p>The tenderer is required to submit with his tender;</p> <ul style="list-style-type: none"> <li>a) Original or certified copy of 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	The tender offers will be opened immediately after completion of tender closing formalities at the ACSA offices. <b>Price reading will take place at Tlou Boardroom on the 08 July 2019, 4th floor ACSA North Wing Offices, OR Tambo International Airport at 11h45</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 this document.</p>

## Functionality / Technical Evaluation

The evaluation process will be based on threshold criteria and will be as follows:

	Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
			Quality Score		
1	Tenderer's resource proposal	30	Qualifications	20	12
			Years of experience in similar works	10	6
2	Project Planning	50	Technical Approach	20	12
			Health and safety plan	10	6
			Project plan/schedule/ Programme	10	6
			Project specific Organogram	10	6
3	Company's References and experience	20	Number of relevant completed project in installation and commissioning of central water-cooled and air-cooled chiller plants	10	6
			Value of completed relevant projects	10	6
<b>Total</b>				<b>100</b>	<b>60</b>

The functional / technical evaluation will be based on the above threshold, where bidders who fail to:

- Achieve the minimum points will not be considered further in the evaluation process.
- It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.
- The table above and sub criteria with their own minimums also apply.
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.
- Only tenderers scoring at least the minimum of 60% out of 100% for each criterion and sub criterion of functionality will be considered for further evaluation on Price and B-BBEE
- The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.
- Provide Proof of ECSA Professional Registration as per the qualification criteria in this bid document for the Mechanical Engineer (mechanical Engineer) and Controls and BMS Integration Engineer (Electronics/mechatronics Engineer) (N.B ECSA registration must be for the relevant discipline). Inappropriate Professional registrations for the disciplines required would render the bidder disqualified.
- All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.
- All Foreign Professional registrations must be accompanied by a letter from the Engineering Council regarding applicability in the Republic of South Africa.

**FUNTIONALITY BREAKDOWN**

**1. TENDERER’S RESOURCE PROPOSAL BREAKDOWN (30 Points)**

**Qualifications (20 points)** – Proof (certificates, relevant registrations, diplomas or degrees) of qualification should be attached to the resources’ CV’s.

		<b>Max points=20</b>	<b>Min points=12</b>	<b>Poor = [0]</b>
<b>Item No</b>	<b>Key Personnel Description</b>	<b>Qualifications</b>		
1	Mechanical Engineer	BEng/BSC Mechanical and registered PRENG (Mechanical)	BTech Mechanical and registered PRTECH (Mechanical)	If any of these resources qualifications is below minimum the score is automatically zero for the whole matrix on qualifications
2	Controls and BMS Integration Engineer	BENG/BSC Electronics/Mechatronics and PRENG registration	BTECH Electronics/Mechatronics and PRTECH registration	
3	Air-conditioning and Refrigeration Mechanic	N5 or higher and SAQA Accredited Trade test certificate.	N2/N3/N4 and SAQA Accredited Trade test certificate	
4	Electrician/Millwright	N5 or Higher and Wireman's license and SAQA Accredited Trade test certificate (Electrician) and wireman's license.	Electrical N2/N3/N4 and SAQA Accredited Trade test certificate (Electrician) and wireman's license.	
5	High rope access Supervisor	Level 3 Rope access Technician – IRATA International	Level 3 Rope access Technician- RAFA Certification	
6	Occupational Health and Safety Practitioner	Construction related or safety related or environmental related post graduate degree with SACPCMP registration.	Construction related or safety related or environmental related diploma/degree with SACPCMP registration.	
7	Rigger	N3 OR HIGHER and SAQA Accredited Trade test certificate (Rigger)	SAQA Accredited Trade certificate (Rigger)	
<b>NB SCORING NOTES</b>				
- Qualification requirements apply concurrently and bidders must meet all requirements per category to score full points.				
- If bidder supplies any mix of qualifications corresponding to min or max category, minimum points will be allocated.				

**Years of Experience of key personnel as per the evaluation criteria (10 Points)-** (Proof of relevant experience should be included in the resources' CV's).

		Max points=10	Min points=6	Poor = 0
Item No	Key Personnel Description	Experience		
1	Mechanical Engineer	10 years' experience post BENG/BSC/BTECH qualification, registered as a PRENG or BTECH, demonstrate chiller and pump selection and commissioning experience of on at least one completed Multidisciplinary relevant project that is above R5 million.	10 years' experience post BENG/BSC/BTECH qualification, registered as a PRENG or BTECH, demonstrate chiller and pump selection and commissioning experience of on at least one completed Multidisciplinary relevant project that is above R5 million.	If any of these resources experience is below minimum the score is automatically zero for the whole matrix on experience (e.g. Less than the minimum required experience
2	Controls and BMS Integration Engineer	More than 10 years' experience post BENG/BSC/BTECH qualification, registered as a PRENG or BTECH, demonstrate experience of management of at least three completed Multidisciplinary relevant projects that are each above R10 million, demonstrate any experience in control and instrumentation project.	10 years' experience post BENG/BSC/BTECH qualification, registered as a PRENG or BTECH, demonstrate chiller controls and BMS Integration experience on at least one Multidisciplinary relevant project that is above R5 million, demonstrate at least 3-year experience in systems integration	
3	Air-conditioning and Refrigeration Mechanic	More than 2 years' experience as a refrigeration mechanic, demonstrate experience of completed installation and commissioning of central chiller plants on at least one project above R5 million. The experience must be demonstrated in a CV and supported by Company reference letters which show the client, the description of the project, the value of the project and duration in format month and year for both start and end dates.	At least 2 years' experience as a refrigeration mechanic, demonstrate experience of completed installation and commissioning of central chiller plants on at least one project above R5 million. The experience must be demonstrated in a CV and supported by Company reference letters which show the client, the description of the project, the value of the project and duration in format month and year for both start and end dates.	
4	Electrician/Millwright	Demonstrate more than 2 years' experience after obtaining a Wireman's License, Demonstrate experience of more than 8 years post qualification as an electrician and knowledge of switchgears, Distribution boards and protection systems.	Demonstrate 2 years' experience after obtaining a Wireman's License, Demonstrate experience of at least 8 years post qualification as an electrician and knowledge of switchgears, Distribution boards and protection systems.	
5	High rope access Supervisor	More than 2 years' experience as a Level 3 Rope access Technician – IRATA International	At least 2 years' experience as a Level 3 Rope access Technician- RAFA Certification	
6	Occupational Health and Safety Practitioner	More than one-year experience on Construction related project (s) post registration with SACPCMP as a health and safety officer/professional/practitioner	At least six to one-year experience on Construction related project (s) post registration with SACPCMP as a health and safety officer/professional/practitioner.	
7	Rigger	More than 2 years' experience post SAQA Accredited Trade certificate (Rigger)	At least 2 years' experience post SAQA Accredited Trade certificate (Rigger)	
<b>NB SCORING NOTES</b>				
- Qualification requirements apply concurrently and bidders must meet all requirements per category to score full points.				
- If bidder supplies any mix of qualifications corresponding to min or max category, minimum points will be allocated.				

<b>1. PROJECT PLANNING BREAKDOWN (50)</b>
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**Technical Approach – (20 Points)**

Item No	Requirement Description	Very Good=20	Acceptable=12	Poor=0
1	Approach shows key legislative notices and the standards to be complied to.	Full compliance with requirements 1 - 9.	Full compliance with requirements 1-7, 9 and partial compliance with requirement 8.	No demonstrated full compliance with requirements 1-7, 9 and partial compliance with requirement 8.
2	Approach shows a rigging plan for the equipment.			
3	Approach shows a logical installation method statement.			
4	Approach shows how interruption to airport operations will be averted.			
5	Approach shows a quality control plan with witness and hold points.			
6	Approach shows a commissioning plan of the equipment.			
7	Approach shows how damage to existing infrastructure will be averted.			
8	Approach shows how electrical safety and compliance to relevant OHS regulations will be achieved.			
9	Approach shows risks and how they will be mitigated.			

**Health and safety plan – (10 Points)**

Item No	Requirement description	Very Good=10	Acceptable=6	Poor=0
1	Shows the relevant and specific OHS regulations and standards to be adhered to. (NB This should be precise and non-generic)	Full compliance with requirement 1 - 9.	Partial compliance with requirement 5 and full compliance with all the other 8 requirements.	No demonstrated full compliance with requirements 1-4, 6-9 and partial compliance with requirement 5.
2	Shows a specific non-generic procedure of how incidents will be categorized, reported and recorded.			
3	Shows how safety risks and recorded incidents will be continuously communicated with Employees and improvements made.			
4	Shows how incidents will be investigated and remedial actions implemented.			
5	Shows an annual safety training programme relevant to the scope of work.			
6	Shows who the key health and safety personnel will be and their roles.			
7	Shows list of key risks per equipment category and how the risks will be managed in relation to the scope of work.			
8	Shows how continuous improvement will be achieved.			
9	Shows a practical fall protection plan			

**Project plan/ Schedule/ Programme – (10 Points)**

<b>Score</b>	<b>Requirements</b>
Poor=0	Project plan is generic (only shows phases without detailed activities) and not tailored specific to the project. The activities are not complete or not logical and activity relationships are not shown nor resources provided for each activity. The critical path is also not shown, and the total project duration is more than 8 months.
Satisfactory=6	Project plan is specific and shows project phases with detailed activities and it is tailored specific to the project. The activities are complete, logical and activity relationships are shown as well as resources provided for each activity. The critical path is also shown, and total project duration is 8 months.
Very good=10	Project plan is specific and shows project phases with detailed activities and it is tailored specific to the project. The activities are complete, logical and activity relationships are shown as well as resources provided for each activity. The critical path is also shown, and total project duration is less than 8 months.

**Project specific Organogram – (10 Points)**

<b>Poor=0</b>	The team is not balanced with key personnel to deliver the project successfully, responsibility is not allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram does not show clear responsibilities and resources dedicated to the project and the support resources.
<b>Satisfactory=6</b>	The team is balanced with key personnel to deliver the project successfully, responsibility is allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the project and the support resources.
<b>Good=10</b>	The team is balanced with key personnel to deliver the project successfully, responsibility is allocated to well experienced and professionally registered personnel in the appropriate discipline, the organogram shows clear responsibilities and resources dedicated to the project and the support resources and the team has worked together on previous projects.



<b>3. RELEVANT REFERENCE AND EXPERIENCE OF THE TENDERING ENTITY/ENTITIES BREAKDOWN (20)</b>
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**Number of relevant completed Installation of chillers (10 Points) -The Tenderer should provide proof of company references of similar works (*similar works Similar referring to* in installation and commissioning of central plants, packaged units, and fan coils.) previously done, contract value and the duration of the contract.**

Poor= 0	less than 2 projects with reference letters.
Satisfactory=6	More than 2 but less than 6 with reference letters
Good= 10	Equal to or more than 7 with reference letters
<p><b>Comment: NB All reference letters must be in line with the information required/ Populated in Form A 11 and Form A 12 in this bid</b></p> <ul style="list-style-type: none"> <li>• <b><u>Reference letter of the Bidding entity/entities must have the following as a minimum</u></b> <ol style="list-style-type: none"> <li>1) <i>Referee Company letter head.</i></li> <li>2) <i>The order number or contract reference number or bid award letter</i></li> <li>3) <i>The description of works performed by the bidder.</i></li> <li>4) <i>The value of the works performed by the bidder.</i></li> <li>5) <i>The start and end date of the works performed by the bidder, in the format Month and Year.</i></li> <li>6) <i>N.B All this information in the bidders' reference letter must support information populated in form A 13.</i></li> </ol> </li> </ul>	

**Value of completed relevant projects (10 Points)**

Poor=0	less than 2 projects between R5 million and R10 million
Satisfactory=6	3 or more projects between R10 million to R20 million.
Good=10	3 or more projects above R20 million.
<p><b>Comment: NB All reference letters must be in line with the information required/ Populated in Form A 11 and Form A 12 in this bid</b></p>	

Clause Number	Tender Data
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	
CIDB -Construction Industry Development Board	
Provide Proof of ECSA Professional Registration as per the qualification criteria in this bid document for the project manager and project engineer (N.B ECSA registration must be for the relevant discipline). Inappropriate Professional registrations for the disciplines required would render the bidder disqualified.	
Proof of Health and Safety Practitioner registration with the South African Council for Project and Construction Management Professions (SACPCMP).	
Air-cooled Chiller specifications	
Water-cooled Chiller specifications	
Schedule of the Tenderer's Experience and References	
Schedule of key personnel's details	
Schedule of key personnel's details including their CV's and qualifications	
Project Plan/schedule/programme	
Technical approach	
Health safety plan	
Transformation Proposal (if applicable)	
Project specific Organogram	
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**

SARS Tax Clearance Certificate	
Broad Based Black Economic Empowerment (BB-BEE) verification certificate	
Letter of good standing with the Workers Compensation Commissioner	
Proof of Registration to the Central Supplier Database (CSD)	

**Part 3 Other documents that will be incorporated into the contract**

C1.1	Form of Offer and Acceptance	
C1.2	Contract Data as per the NEC3 Engineering and Construction 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 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 A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested.

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 **ORT 216 /2018/RFP** and any contract which may arise therefrom on behalf of

(block capitals)

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

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

Witnesses:

Signature	Signature
Name	Name

Signed		Date	
Name		Position	
Tenderer			



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

This Returnable Schedule is to be completed by joint ventures in addition to Form A2 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 3. RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title or Details</b>
<b>1.</b>		
<b>2.</b>		
<b>3.</b>		
<b>4.</b>		
<b>5.</b>		
<b>6.</b>		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			



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

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

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			





**FORM A 5. CIDB - CONSTRUCTION INDUSTRY DEVELOPMENT BOARD**

Tenderer to insert proof of a valid CIDB grading

**Note: CIDB of the lead Partner in a JV must be equivalent to or higher than the Grading required by this Bid.**



**FORM A 6. Proof of ECSA registration in Mechanical Engineer**



**FORM A 7. Proof of ECSA registration in Electronic/Mechatronics Engineer**



**FORM A 8. Proof of Health and Safety practitioner registration with the South African Council for Project and Construction Management Professions (SACPCMP)**



**FORM A 9. Air – Cooled chiller specifications**



**FORM A 10. Water – Cooled chiller specifications**

**FORM A 11. SCHEDULE OF THE TENDERER'S COMPLETED WORKS (EXPERIENCE).**

- *Make as many copies of this page as YOU require to fill in.*
- *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. replacement of chillers

\*Each line to be supported by referral letter with specific details as populated below. If start and end date are not there in the format required the project experience will be disregarded by the bid evaluation committee.

	<b>Employer/Company, Contact Person and Telephone Number.</b>	<b>Description of Contract (Works which the bidder performed)</b>	<b>Value of Work which the bidder performed inclusive of VAT (Rand)</b>	<b>Duration – (N.B <u>Start and End dates</u> written in a format of Month and Year)</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 12. BIDDING ENTITY/ENTITIES' REFERENCE LETTERS**

- *Insert Bidding entity or entities' reference letter in support of the information provided in Form A 11 {SCHEDULE OF THE TENDERER'S COMPLETED WORKS (EXPERIENCE)}.*
- *In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*
- **Reference letter of the Bidding entity/entities must be in line with the following as a minimum**

- 1) Referee Company letter head.**
- 2) The order number or contract reference number or bid award letter**
- 3) The description of works performed by the bidder.**
- 4) The value of the works performed by the bidder.**
- 5) The start and end date of the works performed by the bidder, in the format Month and Year.**
- 6) N.B All this information in the bidders' reference letter should support information populated in form A 13.**



**FORM A 13. SCHEDULE OF THE TENDERER'S CURRENT COMMITMENTS**

- *Make as many copies of this page as YOU require to fill in.*
- *In the event of a joint venture enterprise, details of all members of the joint venture shall similarly be attached to this form.*

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

Signed		Date	
Name		Position	
Tenderer			



**FORM A 14. SCHEDULE OF KEY PERSONNEL'S DETAILS**

**1. Mechanical Engineer**

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>ECSA Registrations number</b>	
11.	<b>Registrations</b>	
12.	<b>Registrations</b>	



**SCHEDULE OF KEY PERSONNEL'S DETAILS**

**2. Control and BMS Integration Engineer**

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>ECSA Registrations number</b>	
11.	<b>Registrations</b>	
12.	<b>Registrations</b>	



**SCHEDULE OF KEY PERSONNEL’S DETAILS**

**3. Air-conditioning and Refrigeration Mechanic**

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>ECSA Registrations number</b>	
11.	<b>Registrations</b>	
12.	<b>Registrations</b>	



**SCHEDULE OF KEY PERSONNEL’S DETAILS**

**4. Electrician/Millwright**

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>ECSA Registrations number</b>	
11.	<b>Registrations</b>	
12.	<b>Registrations</b>	



**SCHEDULE OF KEY PERSONNEL’S DETAILS**

**6. High rope access Supervisor**

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>ECSA Registrations number s</b>	
11.	<b>Registrations</b>	
12.	<b>Registrations</b>	



**SCHEDULE OF KEY PERSONNEL’S DETAILS**

**8. Occupational Health and Safety Practitioner**

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>ECSA Registrations number s</b>	
11.	<b>Registrations</b>	
12.	<b>Registrations</b>	



## SCHEDULE OF KEY PERSONNEL'S DETAILS

### 9. Rigger

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>ECSA Registrations number s</b>	
11.	<b>Registrations</b>	
12.	<b>Registrations</b>	



**FORM A 15. SCHEDULE OF KEY PERSONNEL'S EXPERIENCE**

**1. Mechanical Engineer**

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

1.	<b>Outline experience that is similar to the experience specified under the functionality criteria:</b>		
	<b>Company/Employer, Contact Person and Telephone Number.</b>	<b>Description of project or assignment done by the key person</b>	<b>Duration (Start and End dates)</b>
a)			
b)			
c)			
d)			
e)			

The undersigned confirms that the information provided above is correct.

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

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

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

**SCHEDULE OF KEY PERSONNEL’S EXPERIENCE**

**2. Control and BMS Integration Engineer**

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

2.	Outline experience that is similar to the experience specified under the functionality criteria:		
	Company/Employer, Contact Person and Telephone Number.	Description of project or assignment done by the key person	Duration (Start and End dates)
a)			
b)			
c)			
d)			
e)			

The undersigned confirms that the information provided above is correct.

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

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

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

**SCHEDULE OF KEY PERSONNEL’S EXPERIENCE**

**3. Air-conditioning and Refrigeration Mechanic**

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>3.</b>	<b>Outline experience that is similar to the experience specified under the functionality criteria:</b>		
	<b>Company/Employer, Contact Person and Telephone Number.</b>	<b>Description of project or assignment done by the key person</b>	<b>Duration (Start and End dates)</b>
a)			
b)			
c)			
d)			
e)			

The undersigned confirms that the information provided above is correct.

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

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

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

**SCHEDULE OF KEY PERSONNEL’S EXPERIENCE**

**4. Electrician/Millwright**

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

4.	<b>Outline experience that is similar to the experience specified under the functionality criteria:</b>		
	<b>Company/Employer, Contact Person and Telephone Number.</b>	<b>Description of project or assignment done by the key person</b>	<b>Duration (Start and End dates)</b>
a)			
b)			
c)			
d)			
e)			

The undersigned confirms that the information provided above is correct.

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

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

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

**SCHEDULE OF KEY PERSONNEL’S EXPERIENCE**

**5. High rope access Supervisor**

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

5.	Outline experience that is similar to the experience specified under the functionality criteria:		
	Company/Employer, Contact Person and Telephone Number.	Description of project or assignment done by the key person	Duration (Start and End dates)
a)			
b)			
c)			
d)			
e)			

The undersigned confirms that the information provided above is correct.

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

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

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

**SCHEDULE OF KEY PERSONNEL’S EXPERIENCE**

**6. Occupational Health and Safety Practitioner**

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

6.	Outline experience that is similar to the experience specified under the functionality criteria:		
	Company/Employer, Contact Person and Telephone Number.	Description of project or assignment done by the key person	Duration (Start and End dates)
a)			
b)			
c)			
d)			
e)			

The undersigned confirms that the information provided above is correct.

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

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

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

**SCHEDULE OF KEY PERSONNEL’S EXPERIENCE**

**7. Rigger**

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

7.	Outline experience that is similar to the experience specified under the functionality criteria:		
	Company/Employer, Contact Person and Telephone Number.	Description of project or assignment done by the key person	Duration (Start and End dates)
a)			
b)			
c)			
d)			
e)			

The undersigned confirms that the information provided above is correct.

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

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

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



**FORM A 16. SCHEDULE OF KEY PERSONNEL'S DETAILS INCLUDING THEIR CV'S AND QUALIFICATIONS**

**Note: Attach copy of resource's CVs and qualification in this section**, the information contained on the CVs will be used in the evaluation of the tender





**FORM A 17. TECHNICAL APPROACH PAPER**

- **Insert Technical approach paper here**



**FORM A 18. Health and safety plan**

- **Insert Health and safety plan here**



**FORM A 19. PRE-BID SUBCONTRACTING AGREEMENT (If Applicable)**

- **Insert product specifications here**



**FORM A 20. PROJECT SPECIFIC ORGANOGRAM**

- **Insert the organogram here**



**FORM A 21. 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.			
5.			



**FORM A 22. 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 23.           BBBEE VERIFICATION CERTIFICATE**

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



**FORM A 24. TAX CLEARANCE CERTIFICATE**

All bid submissions must have a valid original 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 25. LETTER OF GOOD STANDING WITH THE WORKERS COMPENSATION COMMISSIONER**



**FORM A 26. CSD - Central Supplier Database Proof**



SBD4

**DECLARATION OF INTEREST**

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

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

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

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

2.2 Identity  
Number:.....

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

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

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

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



**SBD 4**

(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:

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

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

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:  
 .....  
 .....  
 .....



**SBD 4**

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

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

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

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

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

2.11.1 If so, furnish particulars:  
 .....  
 .....  
 .....

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

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



**SBD 4**

**4 DECLARATION**

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



**SBD 6.1**

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

1.2 Points for this bid shall be awarded for:

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

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

	POINTS
<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>

1.4 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.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

- (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. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

**4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**

4.1 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-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
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. BID DECLARATION**

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

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

6.1 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.

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 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 last 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		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name \_\_\_\_\_ of  
company/firm:.....

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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



8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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 .....

.....

.....

Re

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



**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js365bW

## **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.**





**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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



## SBD 9

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.

6. 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.
7. 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.
8. 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.



**SBD 9**

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



**SBD 9**

11. 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



### **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**

### **Replacement of Chillers at O.R. Tambo international Airport**

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 price (including VAT)**

\_\_\_\_\_ (in words);

(In figures) \_\_\_\_\_ **Refer Part C2: Pricing Data**

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

*(Only to be completed at acceptance stage)*

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: Scope of work.

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) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Employer, Airports Company South Africa SOC Limited.  
ACSA offices, North Wing 4th Floor OR Tambo International Airport

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.

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>X18: Limitation of liability</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>Airports Company South Africa SOC Limited</b> <b>Reg. No 1993/004149/30 VAT no 4930138393</b>
	Address	<b>O R Tambo International Airport</b> <b>Private Bag X1</b> <b>3<sup>rd</sup> Floor ACSA North Wing Offices</b> <b>OR Tambo International Airport</b> <b>1627</b>
	Tel No.	<b>011 921 6911</b>
10.1	The <i>Project Manager</i> is	<b>Gideon Dibane, Mechanical Maintenance Engineer</b>
	Address	<b>O R Tambo International Airport</b> <b>Private Bag X1</b> <b>3<sup>rd</sup> Floor ACSA North Wing Offices</b> <b>OR Tambo International Airport</b> <b>1627</b>
	Tel No.	<b>010 207 2819</b>
	e-mail	<a href="mailto:Gideon.Dibane@airports.co.za">Gideon.Dibane@airports.co.za</a>



10.1	The <i>Supervisor</i> is  Address  Tel No.  e-mail	<b>Zanele Zilindile</b>   <b>010 207 2168</b>  <a href="mailto:Zanele.Zilindile@airports.co.za">Zanele.Zilindile@airports.co.za</a>
11.2	The <i>works</i> are	<b>Replacement of Chillers at O.R. Tambo international Airport (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 O. R. Tambo International Airport</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>As per the proposed project plan</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	<table border="1"> <thead> <tr> <th>Month</th> <th>Days</th> <th>Month</th> <th>Days</th> </tr> </thead> <tbody> <tr> <td>January</td> <td>1</td> <td>July</td> <td>4</td> </tr> <tr> <td>February</td> <td>1</td> <td>August</td> <td>3</td> </tr> <tr> <td>March</td> <td>2</td> <td>September</td> <td>2</td> </tr> <tr> <td>April</td> <td>2</td> <td>October</td> <td>2</td> </tr> <tr> <td>May</td> <td>3</td> <td>November</td> <td>2</td> </tr> <tr> <td>June</td> <td>3</td> <td>December</td> <td>1</td> </tr> </tbody> </table>	Month	Days	Month	Days	January	1	July	4	February	1	August	3	March	2	September	2	April	2	October	2	May	3	November	2	June	3	December	1
Month	Days	Month	Days																											
January	1	July	4																											
February	1	August	3																											
March	2	September	2																											
April	2	October	2																											
May	3	November	2																											
June	3	December	1																											
<b>7</b>	<b>Title</b>	<b>No data required for this section of the <i>conditions of contract</i></b>																												
<b>8</b>	<b>Risks and Insurance</b>																													
84.1	The <i>Employer</i> provides these insurances	<b>Refer to the Insurance Clauses which is attached at the end of the Contract Data</b>																												
84.2	The <i>Contractor</i> provides the insurance stated in	<b>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.</b>																												

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

<b>9</b>	<b>Termination</b>	<b>No data required for this section of the <i>conditions of contract</i></b>
<b>10</b>	<b>Data for Main Options</b>	
<b>B</b>	Priced contract with Bill of Quantities	
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The <i>Adjudicator nominating body</i> is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The <i>tribunal</i> is	<b>Arbitration</b>
W1.4	If the <i>tribunal</i> is arbitration, the <i>arbitration procedure</i> is	<b>is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>
W1.4	The person or organisation who will choose an arbitrator	<b>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>
<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	<b>Amount per day is 0.05% of the contract value, up to the maximum of 10% of the contract value</b>
<b>X13</b>	<b>Performance bond</b>	

X13.1 The amount of the performance bond is **10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract in Section C1.3: Forms of Sureties.**

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**X16 Retention**

X16.1 The *retention percentage* is **5% of the Contract value.**

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**X18 Limitation of Liability**

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to **Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue**

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to **The total of the Prices**

X18.3 The *Contractor's* total liability to the *Employer* for defects due to his design which are not listed on the Defects Certificate is limited to **The total of the Prices**

X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to **The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.**

**The excluded matters are amounts payable by the Contractor as stated in this contract for**

- **Loss of or damage to the Employer's property,**
- **Delay damages,**
- **Defects liability,**
- **Insurance liability to the extent of the Contractor's risks**
- **loss of or damage to property (other than the works, Plant and Materials),**
- **death of or injury to a person;**
- **damage to third party property; and**
- **infringement of an intellectual property right**

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

**Amendments to the Core Clauses**

<b>Z1</b>	<b>Interpretation of the law</b>
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z2</b>	<b>Providing the Works:</b>
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b> The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose
<b>Z3</b>	<b>Other responsibilities:</b>
	<b>Add the following at the end of core clause 27:</b>
<b>Z3.1</b>	The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
<b>Z3.2</b>	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
<b>Z4</b>	<b>Extending the defects date:</b>
	<b>Add the following as a new core clause 46:</b>
<b>Z4.1</b>	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>
<b>Z4.2</b>	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
<b>Z4.3</b>	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":</b> "business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings".
<b>Amendment to the Secondary Option Clauses</b>	
<b>Z6</b>	<b>Performance Bond</b>

<b>Z6.1</b>	<b>Amend the first sentence of clause X13.1 to read as follows:</b> The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.
<b>Z6.2</b>	<b>Add the following new clause as Option X13.2:</b> The <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>contract period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security
<b>Z7</b>	<b>Limitation of liability:</b>
	<b>Insert the following new clause as Option X18.6:</b>
<b>Z7.1</b>	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
<b>Z7.2</b>	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
<b>Additional Z Clauses</b>	
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
<b>Z8.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liability</b>
<b>Z9.1</b>	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.
<b>Z9.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z9.3</b>	The <i>Contractor</i> 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 <i>Employer</i> .

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**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.

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**Z16 Dispute resolution:**

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**Z16.1 Appointment of the Adjudicator**

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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:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>
Mr. Emeka Obugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>

**Z16.2 Appointment of the Arbitrator**

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

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

#### **Z17 Notification of a compensation event**

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

#### **Z18 BBEE Certificate**

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

#### **Z19 Communication**

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

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

#### **Z20 Delegation**

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

**Z20.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

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**Z21 Transformation Imperatives**

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**Z21.1** The Service Provider shall enter into a contract (either through partnership, joint venture or sub-contracting) with (a) Targeted Enterprise(s) to perform a minimum of 30% of work.

**Z21.2** A Targeted Enterprise is a registered built environment firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer; or

**Z21.3** A built environment CIDB registered firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:

**Z21.3.1.** Does not share equity holding with the tenderer; and

**Z21.3.2.** Is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and

**Z21.3.3.** Is registered with the South African Revenue Service; and

**Z21.3.4.** Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or

**Z21.3.5.** Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and

**Z21.3.6.** Is 50% or more black owned or 30% or more black women owned; and

**Z21.3.7.** Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

The service provider shall achieve in the performance of the contract the contract skills development goal established in the CIDB Standard for developing skills through infrastructure contracts (August 2013)

The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services itself.

The Service Provider shall not sub-contract more than 25% of the tendered contract value excluding value of work allocated to Targeted Enterprise(s) and any services specified in the Scope of Work to be procured through the Employer's Supply Chain Procurement process) to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval.

**Z21.4** If due to his negligence or for reasons within its control, the Service Provider does not meet the specified target of work stated in the (measured through the value of the Fee Tendered) to the Targeted Enterprise the Employer shall be entitled to levy a penalty equal to 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage.

**Z20.4.1** If the service provider fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the service provider's control, which is the only reason that may be acceptable to the employer, sanctions shall apply as follows:

**Z20.4.2** In the event that the service provider does not meet the specified CSDG target, ACSA shall levy a penalty which is equal to 50% of the Total Notional Cost over contract duration of the skills development programme.

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**PART TWO - DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
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10.1	The Contractor is (Name):  Address:  Telephone No.  Fax No.	
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11.2	The <i>working areas</i> are	<b>Only the Site Area. See C4 'Site Information'</b>
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24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
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	Name:  Job:  Responsibility:  Qualifications:  Experience:	
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	Name:  Job:  Responsibility:  Qualifications:  Experience:	
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	Name:  Job:  Responsibility:  Qualifications:  Experience:	
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Name:

Job:

Responsibility:

Qualifications:

Experience:

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11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"><li>• <b>Availability of As Built information</b></li><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><li>• <b>Travelling public and ACSA stakeholders</b></li></ul>
11.2	The <i>Works Information</i> is in	<b>Part C3 'Scope of Works' section of this contract</b>
31.1	The programme identified in the Contract Data is	<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. **ORT 216 /2018/RFP**) as amended, varied, restated, novated or substituted from time to time;





1.4	“Contractor” means	AIRPORTS COMPANY SOUTH AFRICA _____ a company registered in accordance with the laws of _____ _____ under Registration No _____.
1.5	“Employer” means	Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30
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 at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For and on behalf of the Bank

Bank Signatories(s) \_\_\_\_\_



Name(s) (printed)

Witness

Bank's seal or stamp


## C1.4 Insurance Schedule

### SECTION A: DEFINITIONS

**Landside** refers to:

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

**Airside** refers to:

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

## **SECTION B: INSURANCE CLAUSES**

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

#### **1.1 Contract Works**

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

#### **1.2 Public Liability**

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

#### **1.3 Professional Indemnity**

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

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

#### **2.1 Contract Works**

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

#### **2.2 Public Liability**

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

#### **2.3 Professional Indemnity**

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

### **3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

#### **3.1 Contract Works**

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

#### **3.2 Public Liability**

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

#### **3.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

### **4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

#### **4.1 Contract Works**

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

#### **4.2 Public Liability**

- In the event of a claim brought against the contractor / consultant for 3<sup>rd</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles



#### **4.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.



**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)

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

\_\_\_\_\_  
DATE OF LOSS:

\_\_\_\_\_  
REPORTED TO SITE AGENT BY: DATE

\_\_\_\_\_  
REPORTED TO AON SOUTH AFRICA BY: DATE

\_\_\_\_\_  
Locality of Incident:

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



## C2.1 Pricing assumptions: Option B

### The *conditions of contract*

#### How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 of Option B states:

- Identified and defined terms** 11
- 11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and
  - a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.
- Completed work is work without Defects which would either delay or be covered by immediately following work.
- (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

#### Function of the Bill of Quantities

Clause 55.1 in Option B states, “Information in the Bill of Quantities is not Works Information or Site Information”. This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Works in accordance with the Works Information”. Hence the *Contractor* does **not** provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

#### Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

The P & G section of the bill is not used for the assessment of compensation events.



## Measurement and payment

### Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

<b>Abbreviation</b>	<b>Unit</b>
%	Percent
H	Hour
Ha	Hectare
Kg	Kilogram
Kl	Kilolitre
Km	Kilometre
km-pass	kilometre-pass
KPa	Kilopascal
Kw	Kilowatt
L	Litre
m/s	Metres per second
M	Metre
Mm	Millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	Meganewton
MN.m	meganewton-metre
MPa	Mega Pascal
No.	Number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
Sum	Lump sum
T	ton (1000kg)
W/day	Work day

<sup>1</sup>Provisional Sums should not be used unless unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary.



### **General assumptions**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

### **Amplification of or assumptions about measurement items**

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

## C2.2 the *bill of quantities*

Option B (refer to scope of work C3 for more details)

Item No	Description	Qty	Brand	Model	Total Price (Excl)
<b>Cargo Agents Building</b>					
1	Decommission, Dismantle, cramage, rig-out and dispose existing chiller	per lot			
2	Supply and delivery of a dual energy source PV Direct Driven Invertor centrifugal compressor water-cooled chiller. Bidders must provide the Rand-USD Exchange rate for which chillers were priced at.	1			
3	Supply of 3-Phase smart power meters	5			
4	Supply of centrifugal pumps	4			
5	Supply of IE2 pump electrical motors	4			
6	Supply of pump bases	4			
7	Supply of couplings and guards	Per lot			
8	Supply of VSDs	4			
9	Supply of a Plant room Control panel	1			
10	Provision for all electrical supplies	Per lot			
11	Provision for all control and Instrumentation supplies	Per lot			
12	Provision for flanges, gaskets and fasteners and piping	Per lot			
13	All Mechanical modifications, Installation and commissioning	Per lot			
14	All Electrical Installation and commissioning including issuing a COC	Per lot			
15	All Control and Instrumentation Installation, Integrating to existing BMS, web-application, Cell phone app and commissioning	Per lot			
<b>Domestic Plant</b>					
16	Decommission, Dismantle, cramage, rig-out, and dispose existing chiller	Per lot			

17	Supply of and delivery of an air-cooled chiller. Bidders must provide the Rand-USD Exchange rate for which chillers were priced at.	1			
18	Supply of 3-Phase smart power meters	3			
19	Supply of centrifugal pumps	2			
20	Supply of IE2 pump electrical motors	2			
21	Supply of pump bases	2			
22	Supply of couplings and guards	per lot			
23	Supply of VSDs	2			
24	Supply of a Plant room Control panel	1			
25	Provision for all electrical supplies	per lot			
26	Provision for all control and Instrumentation supplies	per lot			
27	Provision for flanges, gaskets and fasteners and piping	per lot			
28	All Mechanical modifications, Installation and commissioning	per lot			
29	All Electrical Installation and commissioning including issuing a COC	per lot			
30	All Control and Instrumentation Installation, Integrating to existing BMS, web-application, Cell phone app and commissioning	per lot			
<b>General</b>					
31	Professional Control, instrumentation and Integration services	per lot			
32	All Ps and Gs	per lot			
33	Provision for Forex Cover (Will be used only when necessary)	per lot			
34	Provision for Contingencies	per lot			500 000,00
<b>Sub – Total</b>					
<b>VAT (at 15%)</b>					
<b>**Grand – Total (Including VAT)</b>					

## C3 Scope of Work

### C3.1 Description of the works

#### C3.1.1 Executive overview

The project entails stripping and disposing of 2 existing chillers and the accessories, one at cargo and one at the domestic plant room, supplying a water-cooled chiller, an air-cooled chiller, piping modification to suit, installation and commissioning.

#### C3.1.2 Scope of work

##### C3.1.2.1 Cargo Agents Building

The scope of work at the cargo agents building includes the following:

##### C.3.1.2.1.1 Supplies and Installation works

- Drain and dispose the R22 refrigerant and supply a disposal certificate.
- Decommission, Dismantle, remove/rig out and dispose the existing chiller.
- Supply 1x water-cooled Photovoltaic (PV) Direct driven inverter centrifugal compressor chiller with cooling capacity of 1000 Kw. The chiller must be capable of operating on dual energy sources such as PV power and mains power simultaneously. The two power sources must be synchronized first before feeding the chiller compressor
- Supply a 3-phase electrical circuit breaker sized for the full load amperage of the proposed chiller by bidder plus 20% more amperage for inrush currents.
- Supply of 3x 3-phase smart power meters. These are to measure 1x chiller and 2x pump motor power consumption.
- Supply 2 x centrifugal pumps. The capacity of the pumps to be determined/confirmed by bidder. These are primary and condenser water pumps. Minimum performance parameters for existing pumps are 158 m<sup>3</sup>/h flow and 22m of head for each pump.
- Supply 2 x High efficiency (class 2) 4 pole motors. The capacity to be determined by bidder (kw of motors). Minimum power rating of existing pump motors is 18.5kw each.
- Supply of 2x pump and motor bases for the primary and condenser water pumps and motors.
- Supply couplings for the motors and pumps including guards.
- Supply 2 x VSDs to drive the primary and condenser pump motors. The VSD's must be selected by bidder to match the capacity of the primary and condenser water pumps.
- Supply of 1x plant room control panel for viewing of chiller performance parameters which include but not limited to Instantaneous Power consumption, cumulative power consumption, cumulative running hours, instantaneous and cumulative cooling capacity, Instantaneous and cumulative Coefficient of Performance, phase currents, frequency, voltage. The control panels must be able to retain trends of performance parameters for 3 calendar months. The control panels must also be IOT ready to enable viewing of chiller performance parameters on mobile devices or web application. The control panels must

also enable data download via USB/HDMI Cable or RS232 cable. These must be provided with a security firewall allowing only authorized personnel to view or change operating parameters.

- Supply of all other electrical supplies which includes but not limited to Circuit breakers, cables, cable trays, ferrules etc.
- Supply of all control and instrumentation supplies including software compatible with the existing BMS.
- Perform all installations, integration and commissioning (Mechanical, electricals and controls). This also includes modifying existing pipework
- Issuing of COC certificates
- Supply the as-built drawings and electrical wiring drawings (PDF and DWG), recommended spares list (excel format), Equipment list (Names, description, make, model, sizes, etc.) in Excel format, P&ID diagrams (PDF and DWG), control logic and settings for all the controls, operations and maintenance manuals

### **C.3.1.2.1.2 Cargo equipment specifications**

#### **Water-Cooled Chiller specifications**

The supplied chillers shall comply with the following minimum specifications:

Minimum Cooling Capacity:	1000kW
Max Sound Power level:	<80 Db
Refrigerant:	Environmentally friendly and chlorine free. Must have Low Ozone Depletion and Global Warming Potential.
Evaporator and condenser design:	Compliant with Pressure Equipment Regulations
Minimum COP:	3
Voltage and frequency	380/400V – 50Hz
BMS Interface:	Yes
Chiller sequencing capability:	Yes
Control of auxiliaries (Pumps, valves, cooling towers etc):	Yes
Compressor type:	Centrifugal with VSD/Inverter
Active temperature control:	Yes
Instantaneous and cumulative COP display:	Yes
Time of day scheduling capability:	Yes
Refrigerant level monitoring:	Yes
Loss of condenser water flow protection:	Yes
Low evaporator water temperature protection:	Yes
Rigging support points:	Yes
Vibration isolation pads:	Yes
Evaporator and Internals:	Coated with anticorrosive paint or made with anticorrosive alloy
Adaptive chiller controls:	Yes
OEM Product warranty:	Minimum 1 year
Chiller guaranteed spares supply period:	20 years

## **Power meters**

The supplied power meters shall comply with the following specifications:

- Power metering (Real time & date, Power quality parameters: Inst. Voltage, Inst. Amperage, Inst. Frequency, Inst. Power factor, Maximum Demand (kVA & kW), accumulative Consumption, harmonic load content (THD)) shall be used and interfaced to the site's monitoring system for historical data
- All recorded data shall be 30 minutes data and can be exported into excel, PDF and notepad
- All data shall be accessible for reading, recording and billing purpose for a period of 5 year through RS 232, ethernet or remote database.
- Programmable facility to restrict the access to the information recorded at different security level such as read communication, communication write etc.
- The application or any software should be compatible to latest Microsoft Windows operating system
- Accuracy class shall be 1.0
- Operation frequency shall be 50Hz  $\pm$ 5%
- Meter shall be resistant to heat & fire thus it shall not be ignited by thermal overload and material shall be fire retardant
- Protection against penetration of dust and water jets, IP 56/7
- Meter shall have test output device in a form of LED from the front
- In case of power loss, the meter shall have an inbuild battery with 5 minutes backup time and backup by essential supply.
- The meter shall have the anti-tamper and anti-fraud protection features
- The meter shall function satisfactorily with temperature ranging from 0- 75 C and humidity up to 95%

### **C3.1.2.2 Domestic Plant**

#### **C.3.1.2.2.1 Supplies and Installation works**

- Drain and dispose the refrigerant from the chiller.
- Decommission, Dismantle, rig out and dispose the existing air-cooled chiller.
- Supply of an air-cooled chiller with nominal cooling capacity of 350 Kw.
- Supply of 3-phase electrical circuit breaker sized for the full load amperage of the proposed chiller by the bidder plus 20% more amperage for inrush currents.
- Supply of electrical cabling for power feed to the Chiller and chiller auxiliaries.
- Supply of 4x centrifugal pumps on bases to circulate the chilled water between the chiller and the air-handling unit(s). The existing minimum flow and head are 203m<sup>3</sup>/h and 32m of head for 2x pumps and 144m<sup>3</sup>/h and 15m of head for other 2x pumps.



- Supply 4 x High efficiency (class 2) motors. The capacity to be determined by bidder (kw of motors). Minimum power rating for existing motors is 30kw for 2 motors and 11kw for the other 2x motors.
- Supply couplings for the motors and pumps including guards.
- Supply 4 x VSDs to drive pump motors. The VSD's must be selected by bidder to match the capacity of the pumps.
- Supply of 1x plant room control panel linked with the Chiller HMI for viewing of chiller performance parameters which include but not limited to Instantaneous Power consumption, cumulative power consumption, instantaneous and cumulative cooling capacity, cumulative chiller running hours, cumulative pumps running hours, Instantaneous and cumulative Coefficient of Performance, phase currents, frequency, voltage and error logs. The control panels must be able to retain trends of performance parameters for 3 calendar months. The control panels must also be IOT ready (Via Wifi and or LAN) to enable viewing of chiller performance parameters on mobile devices and web application. The control panels must also enable data download via USB/HDMI and RS2 32 cable. These must be provided with a security firewall allowing only authorized personnel to view or change operating parameters. The control panel will be located at a maximum of 100m from the Installed chiller.
- Supply of all other electrical supplies which includes but not limited to ferrules, cable glands, joints etc.
- Supply of 5x 3-phase smart power meters. 1x meter is for the Chiller and 4x meters are for the pump motors.
- Supply of all control and instrumentation hardware including software for integration with the existing BMS, web-application and on a cellphone app.
- Perform all installations, integration and commissioning (Mechanical, electricals and controls). This also includes modifying existing pipework
- Issuing of COC certificates
- Supply the as-built drawings and electrical wiring drawings (PDF and DWG), recommended spares list (excel format), Equipment list (Names, description, make, model, sizes, etc.) in Excel format, P&ID diagrams (PDF and DWG) control logic and settings for all the controls, operations and maintenance manuals.
- Supply fabrications certificates, non-destructive tests certificates, and the design and commissioning reports.

### C.3.1.2.2.2 Domestic Terminal equipment specifications

#### Air-cooled chiller specification

Nominal Cooling capacity:	350kW
Max Sound Power level:	<80 Db
Refrigerant:	Environmentally friendly and chlorine free.
Evaporator and condenser design:	Compliant with Pressure Equipment Regulations
Minimum COP:	3.5
Voltage and frequency	380/400V – 50Hz
BMS Interface:	Yes
CHWS Flow switch:	Yes

Chiller sequencing capability:	Yes (> 2 units)
Control of auxiliaries (Pumps, valves, fans etc):	Yes
Redundant Compressor Bank:	Yes
Compressor with VSD:	Yes
Compressor Sound attenuation:	Yes
Fans:	Direct drive type
Active CHWS temperature control:	Yes
HMI & compatible (i.e Bacnet, Lonworks, profibus etc) communication protocol:	Yes
Instantaneous and cumulative (Monthly) COP display:	Yes
Time of day scheduling capability:	Yes
Refrigerant level monitoring:	Yes
Condenser corrosion protection:	Yes
Rigging support points:	Yes
Vibration isolation pads/Springs:	Yes
Adaptive chiller controls:	Yes
Evaporator and Internals:	Coated with anticorrosive paint or made with anticorrosive alloy
Heat recovery:	Optional and where proven that chiller lift will be minimised.
OEM Product warranty:	Min 1 year
Chiller guaranteed spares supply period:	20 years

**Other applicable standards and specifications**

Item No	Description
1	SANS 1973-1 <i>Low-voltage switchgear and control gear</i>
2	SANS 60439-1 <i>Low-voltage switchgear and control gear assemblies</i>
3	SANS 10198 <i>The selection, handling and installation of electric power cables of rating not exceeding 33 kV</i>
4	SANS 10147 <i>The installation, testing and balancing of air-conditioning ductwork</i>

**C3.1.2 Employer’s objectives and purpose of the works**

In brief, the Contractor will be responsible for the **Replacement of Chillers at O.R. Tambo international. One chiller will be installed at Cargo and the other at the domestic chiller plant room.**

The Contractor prepares a Detailed Scope of Services based on the submission of a Scope of Works document prior to commencing with any Works/Activity. The work shall be executed with **No** interruption to the airport’s operations, thus some of the work will be done at night. The aim of this capital project is to replace old chillers with new chillers to improve the effectiveness and efficiency of the central air conditioning system.

REASON FOR THE PROJECT: The aim of this capital project is to replace old chillers with new chillers to improve the effectiveness and efficiency of the central air conditioning system.

Expected Project Duration: The work must be done within 9 months from the start date.

### **C3.2 TRANSFORMATION AND EMPOWERMENT**

Historically, in South Africa there has been a lack of investment in skills development and inequality in the distribution of wealth for a significant portion of the population. A number of Government initiatives such as the National Development Plan (NDP) have been developed to address these challenges.

ACSA fully supports socio-economic development and transformation through its facilitation of Supplier Development initiatives. Therefore, tenderers are required to submit their commitment to Supplier Development for the duration of this contract.

ACSA has an Integrated Transformation Strategy, the overall objective of which is to support the Government's National Agenda of Job Creation through Transformation, with an external focus on Skills Development, Enterprise Development and Preferential Procurement. This implies that ACSA must employ rigorous transformation imperatives with respect to all procurement. Transformation within the Built Environment's Professions means the empowerment of all black people, with particular focus on supporting Black women, youth, and people with disabilities, in order to increase the number of black people that manage, own and control enterprises and productive assets in this sphere. The transformation of small consulting practices into sustainable medium or large firms will require opportunities provided to existing emerging built environment consulting firms, as well as newly formed firms entering into the construction services industry.

Towards this end, the following initiatives have been identified for this Project:

#### **Enterprise and Supplier Development Initiatives**

It is a requirement of this project that the successful tenderer enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of twenty five percent (30%) of the tendered contract value.

Tenderers must state transformation deliverables that are both achievable and measurable as the successful tenderer will be required to issue comprehensive monthly reports in response to this tender requirement. The monthly report will be assessed by ACSA's Internal Transformation Committee, which is accountable for implementation of ACSA's Transformation initiatives.

### **C3.2.1 Definition of a Targeted Enterprise**

A registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:

- a) does not share equity holding with the tenderer; and
- b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- c) is registered with the South African Revenue Service; and
- d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) with at least 1 (one) registered ECSA professional in the applicable discipline as a permanent employee; or
- e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No.36928 on 11 October 2013) with at least 2 (two) registered ECSA professionals in the applicable discipline as permanent employees; and
- f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

### **C3.2.2 Participation of Targeted Enterprise(s)**

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

### **C3.2.3 Sanctions for non-compliance with the transformation proposal**

In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

### 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

### Extent of the Works

The scope of works, as outlined below, does not necessarily provide a comprehensive list of all activities and deliverables:

- All work will be performed in a live operational environment, mostly in security controlled areas and normal airport operations may not be interrupted
- Condition assessment of equipment and controls – both those that will be reused and those that will be replaced
- Condition assessment of existing system (including its design, functionality and hardware)
- Ensuring that no existing system functionality is reduced or limited by the end product (i.e. the Works).
- Ensuring the Works (including all new system functionality) complies with all applicable safety legislation AND industry best practise
- On-site verification of all measurements
- Decommissioning, disassembling and disposal of all redundant parts / system components
- Condition assessment of all old system components and moving to spares rooms and booking into stock all system components that can be reused in the baggage system
- Removal and safe disposal of all parts of the existing installation that ACSA Mechanical Maintenance do not want to keep

### Scope Of Work

- Removal and safe disposal of all rubble from Site on a daily basis.
- The design of complete functional systems where applicable
- All electrical works such as wiring, motor control systems, field equipment, etc. where applicable
- All system hardware and software required to effectively control the systems
- All signage such as height restriction, danger and all other signage as may be required in terms of the OHS Act.
- Full operating and maintenance manuals
- All required training

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

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

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

The Contractor 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 further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required time period as provided in the project plan. Any work impacting on operations shall be attended-to until restored to good reliable condition. No project work may be left unattended or incomplete for the next day or shift unless agreed to by the project manager. All repair work shall carry a defect free guaranteed for a period of 12 months after completion of work.

All work shall be charged according to the bill of quantities. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by the scheduled project team. The on-site maintenance contractor shall be notified prior to the project commencement. A handover shall take place between the project contractor and the maintenance contractor before and after completion of the *works*.

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 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 Project 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 Project Manager from time to time. Current airport requirements

are: safety shoes, ear protection equipment and a uniquely numbered retro reflective jacket (for easy identification via CCTV).

### **Generic Specifications**

All work shall conform to all the relevant SANS standards, OHS ACT 85 of 1993 regulations and all other legislations that might be relevant to this Contract and the execution thereof.

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

### **Environment**

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

At no time shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

### **Daily records**

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

### **Proof of compliance with the law**

The Project Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with applicable laws or regulations.

### **Cell phones and two-way radios**

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

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

### **Protection of the public**

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

### **Barricades and lighting**

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

## Management and start up.

### Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on Mondays at 10H00	Onsite	Employer and Contractor
Overall contract progress and feedback	biweekly on Fridays at 9H00	Onsite	<i>Employer, Contractor and Supervisor</i>

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

### Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in this document.

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

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

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

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

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

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

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



- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

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

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

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

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

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

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

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time must the Contractor interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

### **Environmental constraints and management**

The *Contractor* shall comply with the environmental criteria and constraints stated in this document

### **Quality assurance requirements**

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

### **Invoicing and payment**

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

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

Airports Company South Africa SOC Ltd  
Private Bag X1,  
OR Tambo International Airport  
Kempton Park  
1627

and include on each invoice the following information:

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

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

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

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

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

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



## Specifications

### Chiller specifications

The supplied chillers shall comply with the following minimum specifications:

Max Sound Pressure level:	<80 Db
Refrigerant:	Environmentally friendly and chlorine free
Evaporator and condenser design:	Compliant with PERs
Minimum COP:	3
Voltage and frequency	380/400V – 50Hz
BMS Interface:	Yes
Chiller sequencing capability:	Yes
Control of auxiliaries (Pumps, valves, cooling towers etc):	Yes
Compressor type:	Centrifugal with VSD
Active temperature control:	Yes
Instantaneous and cumulative COP display:	Yes
Time of day scheduling capability:	Yes
Refrigerant level monitoring:	Yes
Loss of condenser water flow protection:	Yes
Low evaporator water temperature protection:	Yes
Rigging support points:	Yes
Vibration isolation pads:	Yes
Evaporator and Internals:	Coated with anticorrosive paint or made with anticorrosive alloy
Heat recovery:	Optional and where proven that chiller lift will be minimised.
OEM Product warranty:	5 years
Chiller guaranteed spares supply period:	20 years

### Minimum primary pump specifications

Pumps to be run by VSD

Minimum pump performance parameters are as follows:

- |                |                                |
|----------------|--------------------------------|
| • Flow rate:   | to be determined by bidder l/s |
| • Head:        | to be determined by bidder m   |
| • Minimum NPSH | 2.5m                           |

#### Note:

These sizes are standard for the units. The contractor must verify the sizes before installation to ensure accuracy in order to prevent delays.

### Storage

ACSA will provide storage of the parts at airport premises. It will be the contractor's responsibility to move the parts from the store to installation sites.

### Disposal

The Contractor is required to remove the existing units and safely dispose of. A disposal certificate will be required by the employer.

### **Subcontracting**

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

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

### **Resources**

#### **Minimum requirements of people employed on the Site**

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

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

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

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

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

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

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

<b>Permit</b>	<b>Required by/for</b>	<b>Department</b>
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security



Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

## Construction

### Completion, testing, commissioning and correction of Defects

#### Work to be done by the Completion Date

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

	Item of work	To be completed by
	Handover and Closure Report	Within 5 days after Completion



## C3.2 *Contractor's Works* Information

The tenderer to provide details or specification of parts to be used for the **Replacement of Chillers at O.R. Tambo international Airport**



## C4 Site Information

- General Site Condition's information at the ACSA O.R. Tambo international airport is as follows:

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 60%
Wind	As per SANS 10160-3
Height above Sea Level	1.680m
Slope (Existing/Modified)	Level
Seismic	N/A

Part of the Works shall be conducted in security controlled areas of the terminal building. All Site Works shall be done at O.R. Tambo International Airport. O.R. Tambo International Airport is a National Key Point of South Africa under the National Key Points Act.