



Request for Bids for the Replacement of In-Channel Macerators at Airports Company South Africa's, O. R. Tambo International Airport – SCM 011

Tender Number: : ORT 5902/2019/RFP

Issue Date : 10th July 2019

Briefing Session Date and Time : 16th July 2019 @ 12H00

On request: This will be done on the day of the site Briefing Session and by prior arrangement. This can be arranged by sending an e-mail to Mr. Tebogo Rapulana at the e-mail address provided in section 1.4 below (using the tender number above as reference) and must be arranged no later than 1 working day before the Briefing Session.

All Bidders requiring a site inspection after the Briefing Session must be in possession of a 1-day/Escort Permit (obtained at a non-refundable fee payable by the intended permit holder at the Permit Issuing Office of O. R. Tambo International Airport), a retro-reflective vest or jacket and steel-toed non-static safety boots. It is advisable to apply for the permit a working day in advance of the Briefing Session and to ensure that the validity of the permit is for (or includes) the date of the Briefing Session. This is to avoid late arrival to or completely missing the Briefing Session.

Site Inspection

: is advisable to apply for the permit a working day in advance of the Briefing Session and to ensure that the validity of the permit is for (or includes) the date of the Briefing Session. This is to avoid late arrival to or completely missing the Briefing Session.

NB: All permits must be returned to the permit issuing office of O. R. Tambo International Airport before or immediately after expiry/intended use. All lost permits shall be liable to a fine payable by the permit holder. Failure to do so shall prevent the permit holder from all future applications for permits which shall severely hamper the ability of the permit holder to perform work in the restricted areas of O. R. Tambo International Airport.

SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 Collection of RFP documents

Tender documents are available on www.etenders.gov.za and www.airports.co.za/business/tender-bulletin/current-and-future-tenders from **Wednesday, 10th July 2019**. Electronic copies of the tender documents will be available for download on the National Treasury website during the same period. No bid documents will be available at the briefing session.

1.2 Submission of bid documents

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. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. 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 tender documents. Bid documents must be submitted on or before **12h00pm on Wednesday, 31st July 2019** using the following method.

a) Hand delivery:

The closing time for receipt of tenders is **Wednesday, 31 July 2019 at 12h00pm** (South African Time). Tenders must be placed inside the tender box **C**, which will be on the 3rd 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.

Proposals must be in duplicate (an original printed copy and a printed copy of the original) together with an electronic copy of the bid documents using a compact disc or flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence

1.3 Late Bids

Bids which are submitted after the closing date and time will not be accepted.

1.4 Clarification and Communication

Name: Mr Tebogo Rapulana

Designation: Senior Buyer

Tel: 072 174 2917

Email: Tebogo.rapulana@airports.co.za

Fax:

Request for clarity or information on the tender may only be requested until **Wednesday, 24 July 2019**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal invitation. Bidders may not contact any ACSA employee on this tender other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

1.5 Compulsory Briefing Session

A compulsory briefing session with representatives of ACSA will take place at **12:00 on the 16th July 2019** at the Mechanical Mezzanine Boardroom, 3rd floor ACSA North-wing Offices, ORTIA.

1.6 Bid Responses

Bid responses must be strictly prepared and returned in accordance with this tender document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document. Changes to the bidder's submission will not be allowed after the closing date of the tender. All bid responses will be regarded as offers unless the bidder indicates otherwise. No bidder or any of its consortium/joint venture members may have an interest in any of the other bidders/joint ventures/consortiums participating in this bid.

1.7 Disclaimers

It must be noted that ACSA may:

- a) Award the whole or a part of this tender;
- b) Split the award of this tender;
- c) Negotiate with all or some of the shortlisted bidders;
- d) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow; and/or
- e) Cancel this tender.

1.8 Validity Period

ACSA requires a validity period of one hundred and twenty (120) calendar days for this tender. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

1.9 Confidentiality of Information

ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore, ACSA will not disclose the names of bidders until the tender process has been finalised.

Bidders may not disclose any information given to the bidders as part of this tender process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10 Hot – Line

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80

Free Fax: 0800 00 77 88

Email: acsa@tip-offs.com

SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK

2.1 Background

Since inception approximately 20 years ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (Bram), Upington (UTN), Port Elizabeth (PLZ), East London Airport, George Airport, Kimberley Airport and the Corporate Office.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim. This is also shown in the latest ratings for example, O.R. Tambo, Cape Town and King Shaka international airports rated first, second and third respectively in the Best Airport ACI-ASQ awards for Africa.

2.2 Scope of Work

In summary, 2 in-channel macerators are to be supplied and installed complete with control panel at the sewerage dumping facility located on the Foxtrot Apron of O. R. Tambo International Airport. This is to be done in accordance with the specifications of the system provided in the Purchaser's Goods Information of the contract, as well as all applicable laws and standards.

Storage

ACSA will NOT provide storage of the parts at airport premises before installation. It will be the Bidder's (referred to in the contract as Supplier) responsibility to store and transport any and all parts from other locations to the site where the in-channel grinders are to be installed. It will also be the responsibility of the Supplier to store and dispose (safely and legally) any removed parts and debris where this is applicable.

Disposal

The Supplier is required to remove all existing equipment that is deemed to be no longer necessary and safely and legally dispose of same.

SECTION 4: 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

1.2

b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. 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:

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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"/>
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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		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
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		
OR		
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 Contractor
- Other Contractors, 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. _____

Signature(s) of bidder(s)

2. _____

Date :

Address: _____

SECTION 5: EVALUATION CRITERIA

5.1 Evaluation Criteria

ACSA will use pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider the commitment made for functionality, technical, Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

5.2 A staged approach will be used to evaluate bids and the approach will be as follows:

Stage 1	Stage 2	Stage 3	Stage 4
Check if all the documents have been received	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference (B-BBEE)	Post tender negotiations

Closing Date

The closing time for receipt of tenders is **Wednesday, 31st July 2019** at 12h00pm (South African Time). Tenders must be placed inside the tender box **C**, which will be on the 3rd 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.

4. Enquiries and Contact Information

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

Closing date for enquiries is **31st July 2019 @ 16h30**

5. Procurement Procedures

Competitive selection will be used.

6. Prequalification Criteria

Only bidders who meet either of the criteria below are eligible to submit tenders for this Request for Bids:

- a. Bidders who possess a B-BBEE Compliance Level of 1, 2, 3 or 4

7. Mandatory Administrative Requirements

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

- Proof of attendance of compulsory briefing session;
- Signed Form of Offer;
- Proof of registration of the Bidder (or the electrical sub-contractor or installer proposed by the Bidder) with the Department of Labour as an Electrical Contractor in terms of the Electrical Installation Regulations must be provided

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

Furthermore, it should be noted that NO award will be made to an entity which is not registered with National Treasury on the Central Supplier Database (CSD). Bidders are required to provide their unique registration number or proof of registration.

8. Functionality / Technical

The functionality / technical evaluation will be conducted by the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria.

All bids received that do not meet the **minimum threshold** for each **sub-criteria number of 60** points (of a total 100 possible points) for functionality stated in the Tender data will be disqualified at this stage and not be evaluated further.

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.

The criteria will be as follows:

Description of quality criteria	W Q	Sub criteria	Max Score	Minimum Threshold
		Quality Score		
Product and Labour Specification	40	1. Compliance to Technical Specification	20	12
		2. Labour Specification	20	12
Project Planning	40	3. Project Planning	20	12
		4. Delivery Timeline	20	12
References and Experience	20	5. References	20	12

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

Only tenderers scoring at least the minimum threshold points for each criterion and sub-criterion of functionality will be considered for further evaluation on Price and 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 BBEE recognition. ACSA will only accept valid B-BBEE certificates from SANAS and IRBA accredited verification agencies as proof of BBEE status

FUNCTIONALITY BREAKDOWN

1. Compliance to Product Specification

Proof of compliance to the technical specification provided in the Purchaser's Goods Information must be provided in the Supplier's Goods Information or product information provided as part of the bid document and points will be awarded according to the metrics provided in the table below:

Total = 20 points
1. Macerator Technical Specifications <ul style="list-style-type: none"> a. Can sustain a flow rate of 200 l/s or higher b. Can process metal solids of no less than 10cm in largest dimension c. Service life of 10 years or more on entire macerator and rotating assemblies <ul style="list-style-type: none"> i. assuming a flow rate of 200 l/s for 180 hours per month and, ii. with effluent content being up to 20% metallic debris with a maximum dimension of no less than 10cm d. Macerator enclosure (motor and electricals) rated at IP66 (or better) against dust and water e. Noise levels during full load operation not to exceed 60dBA
Proven compliance to 1. a. and b. and d = 12 points
Proven compliance to 1. a. and b. and c. and d. = 16 points
Proven compliance to all technical specifications for the macerator listed above = 20

2. Compliance to Labour Specification

It is legislated that the installation be certified electrically compliant (Certificate of Compliance) upon completion of the whole of the installation and commissioning. To this end, the electrical component of the scope must be performed by an individual in possession of a Wireman's Licence. Proof of this must be provided by submitting (as part of the response to this bid) the C.V. and qualifications/certifications/proof of trades (copies are acceptable) of the nominated resource for the electrical installation and compliance of the macerators:

Installer/Electrician = 20 points
Master Installation Electrician with 8 or more years of relevant experience = 20 points
Master Installation Electrician with 5 or more years of relevant experience = 16 points
Master Installation Electrician with 2 or more years of relevant experience = 12 points

3. Project Planning – 40 Points

The Tenderer should provide a project programme/plan indicating how the following will be dealt with:

Project Plan (20)
Poor – List of tasks
Good – Task list with durations and overall project length
Very Good – Task list with durations and overall project length. Also includes staff allocation to each task
Poor – 9 points
Good – 12 points
Very Good – 20 points

4. Delivery Timeline

The project plan will be obtained from the information provided in either the template of the bid document or by a comprehensive project plan provided by the bidder. Points will be awarded for the total project time frame according to the metrics in the table below:

Total = 20 points
Completion of installation & handover within 3 months = 20 points
Completion of installation & handover of more than 3 months and within 5 months = 16 points
Completion of installation & handover of more than 5 months and within 7 months = 12 points
Completion of installation & handover of more than 7 months = 9 points

5. References – 20 Points

The Tenderer should provide proof of company references of similar or relevant works (such as installation, assembly and/or maintenance of sewerage related equipment, slurry pumps, macerators or submersible pumps) previously done or on-going and the duration of the contract.

- **Relevant: The scope of work has enough detail to prove relevancy to the scope of work in this document**
- **Comparable: Project time frames are clearly indicated**
- **Verifiable: Contact details (office number, cellular phone number and e-mail address) of reference contract/project manager is provided**

Total = 20 points
No valid reference provided = 0 points
1 valid reference provided = 12 points
2 valid reference provided = 16 points
3 valid reference provided = 20 points

SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

(*Ensure that all mandatory returnable documents are documents ACSA may not proceed without and requesting them after the closing date and time will compromise the fairness of the process or contravening the law i.e. priced offer and SBD 6.1, etcetera)

ACSA will disqualify from the tender process any bidder that has failed to submit mandatory returnable documents and information on the closing date and time. Bidders should therefore ensure that all the mandatory returnable documents and information have been submitted. In order to assist bidders, ACSA has also included a column next to the required mandatory document and information to enable bidders to keep track of whether they have submitted or not. The mandatory documents and information are as follows:

6.2 Other Returnable Documents and information

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Attendance of compulsory briefing session	
Priced offer	
Declaration of Interest Form	
Non-Disclosure Agreement	
SBD Forms	

These types of documents and information are required but are not mandatory or are only mandatory at specific stages of the process. ACSA may request bidders to submit these documents or information after the closing date and time or might already have them on the system. Where a document or information is only mandatory at a specific stage in the process, ACSA may only disqualify a bidder for non-submission at that stage and after reasonable efforts were made to request the document from the bidder. The documents are as follows:

6.3 Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

SECTION 7: DECLARATION FORM

7.1 Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

7.2 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative
of the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding
entity

VAT Registration number of the bidding
entity

I/We certify that there is a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

Where a relationship exists, please provide details of the ACSA employee or official and the extent of the relationship below

7.3 Full Names of Directors / Trustees / Members / Shareholders of the bidding entity

Full Name	Identity Number	Personal Income Tax Reference Number

7.4 I/We declare that we have not acted in any manner which promotes unfairness, contravenes any law or is against public morals. We further certify that we will in full compliance of this tender terms and conditions as well as ACSA policies in the event that we are successful in this tender.

Declaration:

I/We the undersigned _____ (Name) herby certify that the information furnished in this tender document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this tender, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this tender.

Signature

Date

Position

Name of bidder

SECTION 8: DECLARATION OF FORBIDDEN PRACTICES

I/We hereby declare that we have not/been found guilty of any illegal activities relating to corruption, fraud, B-BBEE fronting, anti-competitive practices and/or blacklisted by an organ of State Owned Company, etc. and/or any other forbidden practices.

I/We declare the following:

	Description	Penalty	Organ of State / State Owned Company
a)			
b)			

Furthermore, I/We declare that to the best of my/our knowledge there is /are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

	Description	Organ of State / State Owned Company
a)		
b)		

This declaration was signed on _____ of _____ 2019.

Name: _____
 Designation: _____
 Signature: _____

SECTION 9: SBD4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹ “State” means –

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

² "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:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

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

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

SECTION 10: 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.

9. GENERAL CONDITIONS

9.1 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

9.2

b) The 80/20 preference point system will be applicable to this tender

9.3 Points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contributor.

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

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

9.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

10. DEFINITIONS

- (k) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (l) **“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;
- (m) **“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;

- (n) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“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;
- (p) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (q) **“prices”** includes all applicable taxes less all unconditional discounts;
- (r) **“proof of B-BBEE status level of contributor”** means:
 - 4) B-BBEE Status level certificate issued by an authorized body or person;
 - 5) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 6) Any other requirement prescribed in terms of the B-BBEE Act;
- (s) **“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;
- (t) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

11. POINTS AWARDED FOR PRICE

11.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

12. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 12.1 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

13. BID DECLARATION

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

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

14.1 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.)

15. SUB-CONTRACTING

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

(Tick applicable box)

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

15.1.1 If yes, indicate:

- vi) What percentage of the contract will be subcontracted.....%
- vii) The name of the sub-contractor.....
- viii) The B-BBEE status level of the sub-contractor.....
- ix) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
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		
OR		
Any EME		
Any QSE		

16. DECLARATION WITH REGARD TO COMPANY/FIRM

16.1 Name of company/firm:.....

16.2 VAT registration number:.....

16.3 Company registration number:.....

16.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

16.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

16.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Contractor
- Other Contractors, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

16.8 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:

- v) The information furnished is true and correct;
- vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- vii) 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;
- viii) 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 –
 - (f) disqualify the person from the bidding process;
 - (g) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (h) 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;
 - (i) 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

forward the matter for criminal prosecution. **WITNESSES:**

3.

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

17.

DATE:.....

ADDRESS:.....
.....

SECTION 11: SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.3	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

Section 12: SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 To give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



C1.1 Form of Offer & Acceptance

Offer

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Supply and Installation of In-Channel Sewerage Macerators

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

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

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

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

Signature(s) _____
 Name(s) _____
 Capacity _____

For the tenderer:

(Insert name and address of organisation)
 Name & signature of witness _____ Date _____

Tenderer's CIDB registration number: _____



Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Price Schedule
- Part C3 Goods Information
- Part C4 Site Information

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the Purchaser 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 **Airports Company South Africa SOC Ltd**
Purchaser **O R Tambo International Airport**
ACSA Admin. Building
4th Floor North Wing Offices
Kempton Park
1627

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.



Schedule of Deviations to be completed by the *Supplier* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Purchaser 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

I. For the tenderer:

II. For the Purchaser

Signature

.....

Name

.....

Capacity

.....

On behalf of

**Airports Company South Africa SOC
Ltd
O R Tambo International Airport
ACSA Admin. Building
4th Floor North Wing Offices
Kempton Park
1627**



AIRPORTS COMPANY
SOUTH AFRICA

Name &
signature of
witness

Date

C1.2 SC Contract Data

Part one - Data provided by the Purchaser

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses dispute resolution Option and secondary Options	W1: Dispute resolution procedure X2: Changes in the law X17: Low Performance Damages Z: Additional conditions of contract
	of the NEC Supply Contract, April 2013	
10.1	The <i>Purchaser</i> is:	Airports Company South Africa SOC Ltd., Reg no: 1993/004149/06, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	O. R. Tambo International Airport ACSA Admin. Building 4th Floor North Wing Offices Kempton Park 1627
10.1	The <i>Supply Manager</i> is:	To be advised
	Address	Airports Company South Africa O R Tambo International Airport ACSA Admin. Building 3rd Floor North Wing Offices Kempton Park 1627
	Tel	To be advised
	e-mail	To be advised
11.2(13)	The <i>goods</i> are	The supply and installation of 2 in-channel sewerage macerators, as more fully set out in Section C3
11.2(13)	The <i>services</i> are	The measurement of macerator sewerage channels and selection of in-channel sewerage macerators to be installed as more fully set out in Section C3
11.2(14)	The following matters will be included in the Risk Register	Hot works, works to be performed near travelling public.

11.2(19)	The Goods Information is in	Part 3: Goods Information.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
31.2	The <i>starting date</i> is	To be advised, intended to be the 1st of June 2019
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Four (4) weeks
35.1	The <i>Purchaser</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 weeks after Delivery
43.2	The <i>defect correction period</i> is	4 weeks
43.2	The <i>defect access period</i> is	4 weeks
5	Payment	
50.1	The <i>assessment interval</i> is	the 10th working day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR).
51.2	The period within which payments are made is	30 days from date of invoice.
51.4	The <i>interest rate</i> is	The publicly quoted prime rate of interest (calculated on a 365-day year) charged by Nedbank of South Africa, from time to time, as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove.
6	Compensation events	
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

8 Risks and insurance

84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is	Refer to Part C1.3
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is	Refer to Part C1.3
84.2	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss including loss of profit, revenue and goodwill is limited to	Nil – Neither Party is liable to the other for any consequential loss or indirect loss
84.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	Refer to Part C1.3
84.2	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to	Refer to Part C1.3

THE SUPPLIER'S TOTAL DIRECT LIABILITY TO THE PURCHASER 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 SUPPLIER AS STATED IN THIS CONTRACT FOR:

- **LOSS OF OR DAMAGE TO THE PURCHASER'S PROPERTY,**
- **DELAY DAMAGES,**
- **DEFECTS LIABILITY,**
- **INSURANCE LIABILITY TO THE EXTENT OF THE SUPPLIER'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.

- The *end of liability date* is **.5 (FIVE)**. years after Delivery of the whole of the *goods and services*.

9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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11	Data for Option W1	
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W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
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Panel of Adjudicators

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

W1.2(3)	The <i>Adjudicator nominating body</i> is:	The person appointed jointly by the parties from the list of adjudicators contained below
---------	--	--

Panel of Adjudicators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za

Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za

W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations published by the Arbitration Foundation of South Africa (AFSA) (or its successor).
	The place where arbitration is to be held is	Johannesburg, South Africa.
	The person or organisation who will choose an arbitrator	The Chairman of the Johannesburg Advocates Bar Council.
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X2	Changes in the law	There is no data required for this secondary option.
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X17 Low performance damages

X17	Delay damages for late delivery of the <i>goods</i> are:	R 4,000.00 per day
	Delay damages for late delivery of the <i>services</i> are:	R 6,000.00 per day
	The total delay damages payable by the <i>Supplier</i> is limited to:	The total of the prices

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3:

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 The Supplier's responsibilities:

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

The *Supplier* provides the Goods and Services in accordance with the Goods Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.

Z5 Termination

Z5.1

Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

Z7 Limitation of liability:

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The *Supplier* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Purchaser*, 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 *Supplier*.

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

Z9 Joint and several liability

Z9.1 If the *Supplier* 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 *Purchaser* for the performance of the Contract.

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

Z9.3 The *Supplier* 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 *Purchaser*.

Z10 Ethics

Z10.1 The *Supplier* 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 *Purchaser* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
-
- Z10.2** The *Supplier's* breach of this clause constitutes grounds for terminating the *Supplier's* obligation to Provide the Goods or taking any other action as appropriate against the *Supplier* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
-
- Z10.3** If the *Supplier* 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 *Purchaser*, the *Purchaser* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2., the amount due on termination is A1.
-
- Z11 Confidentiality**
-
- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Supplier* 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 *Supply Manager* or the *Purchaser*, which consent shall not be unreasonably withheld.
-
- Z11.2** If the *Supplier* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Supply Manager*.
-
- Z11.3** This undertaking shall not apply to –
-
- Z11.3.1** Information disclosed to the employees of the *Supplier* for the purposes of the implementation of this agreement. The *Supplier* 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 *Supplier* is required by law to disclose, provided that the *Supplier* notifies the *Purchaser* prior to disclosure so as to enable the *Purchaser* to take the appropriate action to protect such information. The *Supplier* 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 *Supplier*, enters the public domain or to information which was already in the possession of the *Supplier* 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 Goods and after Completion, requires the prior written consent of the *Supply Manager*. All rights in and to all such images vests exclusively in the *Purchaser*
-
- Z11.5** The *Supplier* ensures that all his SubSuppliers abide by the undertakings in this clause.
-

Z12 Purchaser's Step-in rights

Z12.1 If the *Supplier* 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 *Supply Manager*, the *Purchaser*, 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 sub-*Supplier* or supplier of the *Supplier*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Supplier*

Z12.2 The *Supplier* co-operates with the *Purchaser* 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 *Supplier* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Supply Manager* to achieve this end.

Z14 Intellectual Property

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

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 *Supplier* gives the *Purchaser* 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 *Supplier* is to be obtained before the *Supplier's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Supplier's* IP available to any third party the *Purchaser* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Purchaser* would use to protect its IP

Z14.5 The *Supplier* shall indemnify and hold the *Purchaser* 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 *Supplier's* design, manufacture, construction or execution of the Goods

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

Z14.5.3 the proper use of the Goods.

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

Z16 Dispute resolution:

Z16.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

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

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 Supply Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

**Z18 BBEE and Tax Clearance
 Certificates**

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

Z19 Communication

Z19.1 **Add a new Core Clause** 14.5 and 14.6 to read as follows:

The *Supply Manager* requires the written consent of the Purchaser if an action will result in a change to the design, scope, and Goods information that is 5% or more

Z19.2 The *Supply Manager* requires the written consent of the Purchaser 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 *Supplier* agrees to the following:

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

Part two - Data provided by the *Supplier*

Clause	Statement	Data
10.1	The <i>Supplier</i> is (Name): Address: Telephone No. Fax No.	
11.2(1)	The Accepted Plan is	
11.2(6)	The <i>delivery date</i> for the <i>goods</i> and <i>services</i> is	
	<i>goods and services</i>	<i>delivery date</i>
	Complete supply and installation of in-channel macerators	
	Commissioning and Hand-over	
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in	Part 3: Goods Information
11.2(12)	The <i>price schedule</i> is in)	Part 2: Price Schedule

The tendered total of the Prices is

(in words)

11.2(14) The following matters will be added to the Risk Register 1

2

3

4

5

52.1 The *percentage for overheads and profit* added to the Defined Cost is

C1.3 Insurance Schedule

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

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 Supplier/consultant is responsible for a deductible (excess) of R250 000.
- Suppliers / consultants may re-insure the deductible

1.2 Public Liability

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

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Suppliers 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 Supplier and/or consultant.

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

2.1 Contract Works

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

2.2 Public Liability

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

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Suppliers 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 Supplier 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 Supplier / 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)
- Suppliers / consultants may re-insure the deductibles

3.2 Public Liability

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

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Suppliers 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 Supplier 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 Supplier / 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)
- Suppliers / consultants may re-insure the deductibles



4.2 Public Liability

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

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Suppliers 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 Supplier and/or consultant.

C2.1 Pricing assumptions

Guidance before pricing and measuring

Purchasers preparing tenders or contract documents, and tendering Suppliers are advised to consult the sections dealing with the Price Schedule for the NEC3 Supply Contract (April 2013) Guidance Notes before preparing the Price Schedule or before entering rates and lump sums thereto.

The NEC approach assumes use will be made of method related charges for Equipment applied to Delivering the goods and services based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the installation phase.

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

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 Price Schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Supplier* 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 Price Schedule.

The quantities contained in the Price Schedule 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 *Supply Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the Price Schedule are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Goods Information.

C2.2 The Price Schedule

All amounts to be entered exclusive of VAT

Item	Work Description of Work	Qty	UOM	Unit Price (exclusive of VAT)	Subtotal (excl. VAT)
1	All required parking, vehicle and personnel permits	1	ONCE-OFF	R 5,000.00	R 5,000.00
2	Supply and installation of in-channel sewerage macerator	2	EACH		
3	*Supply and Installation of control panel	1	EACH		
4	Commissioning and hand-over (including Maintenance and Operating manuals, drawings, OEM manuals, etc.)	1	EACH		
5	All <i>Purchaser</i> -required insurances *(Quantity to be entered is dependent on Supplier-proposed timelines in project plan (or Accepted Plan))		PER MONTH		
6	Other: (please clearly define)				
7	Other: (please clearly define)				
**Total for the Prices					

***Electrical contractor to confirm that the current power supply is sufficient to safely power both grinders. The power supply to the macerator facility is as follows: 3-phase, 380V with a 22A breaker.**

****Amount to be carried over to the Form of Offer**

C3.1 Purchaser's Goods Information

Description of the goods and services

Executive overview

In brief, the Supplier will be responsible for the Selection, Supply and Installation of 2 in-channel sewerage macerators at the aircraft sewerage dumping facility located on the Foxtrot Apron of the O. R. Tambo International Airport. This shall include the supply of all required materials and tools to complete the delivery of the goods and the provision of all required associated services to select a macerator that meets or exceeds the technical specification stated below. The Supplier shall also provide all required handover documentation of the equipment to be installed. This shall include but not be limited to all required Maintenance and Operation Manuals for the equipment by the OEM.

Purchaser's objectives and purpose of the goods and associated services

The Purchaser requires that the grinding facility located at the Foxtrot aircraft sewerage dumping facility be restored to full working condition. The current macerators have reached the end of their useful life and require replacement. The usage conditions of the aircraft dumping facility are abusive, in that foreign debris can enter the sewerage channels, causing undesired operating conditions for a macerator that is not selected well. The foreign debris includes metals (such as soft drink containers, lubricant and additive containers, cutlery and tools), plastics, etc. The macerators to be supplied and installed shall be installed according to all applicable regulations and standards which include but are not limited to the General Machinery Regulations, the Driven Machinery Regulations and SANS 10142.

To select, supply and install 2 in-channel macerators:

The Supplier shall, prior to the installation of the in-channel macerators, fully investigate and obtain final measurements of the pertinent dimensions of the channels necessary for successful and complete installation of both in-channel macerators to be installed. The Purchaser shall not be held accountable for any error, mismatch or technical issue directly pertaining to the channel dimensions provided below. Although dimensions have been provided as an approximation, the Supplier will be fully responsible for the accuracy of the data required to install each macerator.

The **technical specifications** for the installation of the in-channel macerators is as follows:

- Fluid: Sewerage water at ambient temperature containing disinfectants (may be corrosive)
- Required flow rate = 200 litres per second
- Estimated maximum dimension of foreign debris = 10 cm
- Assumed worst-case material to be processed at maximum dimension: metal compounds
- Channel height: 1,025 mm
- Channel Width: 595 mm
- Service Life: 10 years or more on entire macerator and rotating assemblies
 - assuming a flow rate of 200 l/s for 180 hours per month
 - with fluid content being up to 5% metallic debris at maximum largest dimension of 10cm
- The enclosure of the macerators provided must have or exceed a rating of IP66
- The contractor shall ensure that all required cabling is performed in accordance with all requirements of the Electrical Installations Regulations and shall provide Certificate of Compliance upon completion of the installation of the macerators. The available power supplied to the Foxtrot Dumping facility macerator enclosure is as follows:
 - 380 V; 3-phase; 50 Hz with a 22A breaker.

To provide macerator control box and ensure that power supply is sufficient

The Supplier shall supply and install the electrical control box of the macerators according to all applicable standards and regulations, especially the Electrical Installation Regulations. The control box provided must include the required features to enable network connections and automated start and stop of macerators via a monitoring and control system. Additionally, the supplier (or the appointed registered sub-contractor) must ensure that the power supply for the macerator control box is sufficient to safely power the entire system, assuming simultaneous operation of both macerators. Upon Completion, the Supplier shall ensure that a registered person or entity ensures the electrical installation is compliant with all requirements of the Electrical Installations Regulations of the OHS Act. This shall be documented by the generation of a Certificate of Compliance that shall be provided by the Supplier to the Purchaser.

Interpretation and terminology

The following abbreviations are used in this Goods Information:

Abbreviation	Meaning given to the abbreviation
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 *goods* and *associated services*

The Supplier will be fully responsible for meeting all requirements in this document regarding the *goods* and *associated services*.

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

The Supplier will be responsible for providing staff which are sufficiently skilled and qualified for successful delivery of the *goods* and *associated services*. The Supplier shall comply with the Minimum Staffing Schedule at all times provided in tender documents. This may be amended by mutual arrangement between ACSA and the Supplier from time to time.

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

All work shall be performed within the required period as provided for 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 Supply Manager. All repair work shall carry a defect free guarantee for a period of 12 months after completion of work.

All work shall be charged according to the price schedule. 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 Supplier and the maintenance contractor before and after completion of the contract.

The Supplier will be responsible for holding all tools and/or special equipment required for the execution of the works, installation of the *goods* and storage, on the premises of the Supplier (or elsewhere) and at the cost of the Supplier, 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 Supplier shall ensure that, unless a special arrangement is made with the Supply Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

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

Generic Specifications

All work shall conform to all relevant SANS standards, OHS ACT 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 always comply with OEM requirements.

Environment

The Supplier 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 Supplier:

- 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 Supplier shall keep accurate daily records of staff presence, progress on the delivery and installation of the *goods*, safety inspections and exception reports. Records shall be kept on the premises of the Supplier until 52 weeks after the completion of the contract and will be available for scrutiny by the Supply Manager at any time. All records shall be in a format as agreed with the Supply Manager.

Proof of compliance with the law

The Supply Manager may, at any time, request from the Supplier reasonable proof that the Supplier 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 personal airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier will make all required persons available for these meetings. The Supplier 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 *Supply Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on the first Tuesday at 10H00	On-site	Supply Manager and Supplier's representative
Overall contract progress and feedback	Monthly on the first Tuesday at 10H00	On-site	Supply Manager and Supplier's representative

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the delivery of the *goods* and *associated services*. Records of these meetings shall be submitted to the *Supply 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 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 *Supplier* shall comply with the health and safety requirements contained in this document.

The Supply Manager shall be entitled to fine the Supplier an amount of **R 3,000.00** for each non-conformance to Health and Safety matters. This shall not transfer any of the Supplier's responsibilities in this regard to the Purchaser by any means.

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

It shall be the Supplier'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 Supply Manager.

The Supplier's Workmen's Compensation fees must be up to date. A copy of the Supplier'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 Supplier, at his/her own expense shall provide such equipment, for his/her employees. The Supplier shall apply the necessary discipline and control to ensure compliance by his workers.

All Suppliers 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 *Purchaser* 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 remaining 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 *Supplier* shall maintain good housekeeping standards in the area where goods and services are being rendered to the *Purchaser*, for the duration of the contract.

At no time must the *Supplier* 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 Supplier is required to issue all staff with standard uniforms. This shall as a minimum include safety shoes, overalls (clearly marked with Supplier's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Supplier's account.

Environmental constraints and management

The *Supplier* 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 Supplier will be expected to draft quality plans for the Supply Manager from time to time.

Invoicing and payment

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

The *Supplier* 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 *Supplier* and the *Supply Manager*;

The contract number and title;

Supplier's VAT registration number;

The *Purchaser's* VAT registration number 4930138393;

Description of work done by cross reference to *Supply Manager's* certificate;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

Quote PO number as a reference

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

Invoices should be submitted via email to Invoices.Acsa@airports.co.za

Scope of Work

The supply and installation of 2 macerators complete with electrical control panel (and all required wiring) as per the technical specifications. The Supplier is also to confirm the correctness of the channel dimensions provided and select the grinder suitable to meet or exceed the technical specifications of the flow rate, solid handling capability (both size and material) and service life. For ease of reference, these technical specifications are repeated here:

Technical Specifications:

- Fluid: Sewerage water at ambient temperature containing disinfectants (may be corrosive)
- Required flow rate = 500 litres per second
- Estimated maximum dimension of foreign debris = 10 cm
- Assumed worst-case material to be processed at maximum dimension: metal compounds
- Channel height: 1,025 mm
- Channel Width: 525 mm
- Service Life: 10 years or more on entire macerator and rotating assemblies
 - assuming a flow rate of 500 l/s for 160 hours per month
 - with fluid content being up to 5% metallic debris at maximum largest dimension of 10cm

Storage

ACSA will NOT provide storage of the parts or goods at airport premises. It will be the *Supplier's* responsibility to store and move the parts from the store to installation sites.

Disposal

The Supplier is required to remove all existing equipment that is deemed to be no longer necessary and safely dispose of same. A disposal certificate will be required by the Purchaser.

Subcontracting

Should any part of the goods and associated services be subcontracted, the Supplier will be responsible for all goods and associated services as if it was done so by the Supplier.

No casual labour (i.e. “off the street” labour) may be employed by the Supplier unless pre-arranged with ACSA. Whenever this is required, the Supplier 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 *Supply Manager* at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the *Supply Manager*. The Supply Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

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

All key personnel are required to have access permit to access the site and Airside Vehicle Operators Permit to drive on the airside (AVOP)

The Supplier 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 Supplier 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 Supplier will have no claim against ACSA in the event that a permit request is refused.

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

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

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

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

Completion

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date

On or before the Completion Date the *Supplier* shall have done everything required to supply the *goods and associated services* except for the items listed below which may be done after the Completion Date but in any case before the dates stated. The *Supply 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 *Purchaser* from using the *works* and Others from doing their work.

Item No.	Item of work	To be completed by
1	Handover and Closure Report	Within 5 days after Completion



C3.1 *Supplier's Goods Information*

The Supplier is to provide in this section confirmation of the technical specification of the in-channel macerators to be installed.