TENDER DOCUMENT

FOR THE

DESIGN, SUPPLY AND INSTALLATION SERVICES FOR BAGGAGE CAROUSELS AT CAPE TOWN INTERNATIONAL AIRPORT

Tender Reference Number: CIA6272/2019/RFP

January 2020

Issued by
Airports Company South Africa
Cape Town International Airport

Note:
Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document, subsequent to which, all references to the term “Tenderer(s)” then become synonymous with the term “Contractor”.

VOLUME 1

NAME OF TENDERER: .............................................................
### TENDERER’S DETAILS

<table>
<thead>
<tr>
<th></th>
<th>NAME OF TENDERER (BIDDING ENTITY)</th>
<th>(FULL NAME, i.e. (CC, (Pty) Ltd, JV, SOLE PROPRIETOR)</th>
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</thead>
<tbody>
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<tr>
<td>2</td>
<td>TEL NUMBER</td>
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<td>3</td>
<td>FAX NUMBER</td>
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<td>4</td>
<td>EMAIL</td>
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<tr>
<td>5</td>
<td>NAME OF CONTACT</td>
<td></td>
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<tr>
<td>6</td>
<td>NATIONAL TREASURY CSD REGISTRATION NUMBER</td>
<td></td>
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<tr>
<td>Contents</td>
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<td>T2.2 Returnable Schedules</td>
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<td><strong>Part C1: Agreement and Contract Data</strong></td>
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<td>C1.1 Form of Offer and Acceptance</td>
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<td>C1.2 Contract Data</td>
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<td>C1.3 Form of Guarantee</td>
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<td>C1.4 Agreement in terms of the Occupational Health and Safety Act 1993</td>
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<td>C1.5 ACSA Insurance Clauses</td>
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<tr>
<td><strong>Part C2: Pricing data</strong></td>
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<td>C2.1 Pricing Instructions</td>
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<td>C2.2 Activity Schedule</td>
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<td>C2.3 Tender Drawings</td>
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<td><strong>Part C3: Scope of Work</strong></td>
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<td><strong>Part C4: Site information</strong></td>
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</table>
T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited invites tenders for the DESIGN, SUPPLY AND INSTALLATION SERVICES FOR BAGGAGE CAROUSELS AT CAPE TOWN INTERNATIONAL AIRPORT

Only tenderers who are a CIDB contractor grading of 6 ME or higher as stated on the Tender Data may submit tender offers.

Only tenderers who are BBBEE Level 2 or higher (i.e. Level 1) are eligible to bid for this tender."

Tender Document Availability


Queries relating to the issue of these documents may be addressed to Mr Mapheu Mawasha Tel no. 011 723 7926, E-mail address: Mapheu.mawasha@airports.co.za

Closing date for enquiries is 14th of February 2020 close of business day.

Compulsory Tender Briefing and Site Inspection

A compulsory clarification meeting with representatives of the Employer will take place at Cape Town International Airport, Southern Office Block, Conference Centre, Ground Floor on 31st of January 2020 starting at 10:00 AM (South African Time).

Closing Date

The closing time for receipt of tenders is 21st of February 2020 at 10h00 AM (South African Time). Tenders must be placed inside the Tender Box at the Cape Town International Airport, Southern Office Block (SOB), Reception Area.

Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not 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.
T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

<table>
<thead>
<tr>
<th>Clause Number</th>
<th>Tender Data</th>
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<tbody>
<tr>
<td>C.1 GENERAL</td>
<td></td>
</tr>
<tr>
<td>C.1.1</td>
<td>The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</td>
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<tr>
<td>C.1.2</td>
<td>The Tender Documents issued by the Employer comprise:</td>
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<tr>
<td></td>
<td><strong>Part T1: Tendering Procedures</strong></td>
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<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
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<td></td>
<td>T1.2 Tender data</td>
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<td>T1.3 CIDB Standard conditions of tender</td>
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<td><strong>Part T2: Returnable Document</strong></td>
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<td></td>
<td>T2.1 List of returnable documents</td>
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<td>T2.2 Returnable schedule</td>
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<td></td>
<td><strong>Part C1: Agreements and Contract Data</strong></td>
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<td>C1.1 Form of offer and acceptance</td>
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<td><strong>Part C2: Pricing Schedule</strong></td>
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<td>C2.2 Activity Schedule</td>
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<td><strong>Part C4: Site information</strong></td>
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<td></td>
<td><strong>Part C5: Annexures</strong></td>
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<tr>
<td>C.1.4</td>
<td>The Employer’s Agent is: Mapheu Mawasha (SCM Representative)</td>
</tr>
<tr>
<td></td>
<td>Telephone number: 011 723 7926</td>
</tr>
<tr>
<td></td>
<td>Email address: <a href="mailto:Mapheu.Mawasha@airports.co.za">Mapheu.Mawasha@airports.co.za</a></td>
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<td></td>
<td>All communication during the Tender period shall not be made to the Principal Agent but to ACSA’s Supply Chain Department</td>
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<tr>
<td>C.1.5</td>
<td><strong>C1.5 Cancellation and Re-Invitation of Tenders</strong></td>
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<tr>
<td>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if:</td>
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<td>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</td>
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<td>b) funds are no longer available to cover the total envisaged expenditure; or</td>
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<td>c) no acceptable tenders are received.</td>
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<td>d) there is a material irregularity in the tender process.</td>
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</table>
C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 **Procurement procedures**

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

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**C.2 TENDERER’S OBLIGATIONS**

**C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.
C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).

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

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Contract Price Adjustment

This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative bids

Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)
C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

The Employer’s details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:

Location of tender box: Reception Area  
Southern Office Block (SOB)  
Cape Town International Airport

Physical address:  
Administrator Office,  
Southern Office Block,  
Western Cape, 7525

Identification details: Bid Ref. No: CIA6272/2019/RFP

Title: DESIGN, SUPPLY AND INSTALLATION SERVICES FOR BAGGAGE CAROUSELS AT CAPE TOWN INTERNATIONAL AIRPORT.

Closing Date: 21 February 2020 Time 10:00AM

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.2.16.3  Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4  Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17  Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

C.2.20  Submit securities, bonds and policies

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.3  EMPLOYER’S UNDERTAKINGS

C.3.1  Respond to requests from the tenderer

The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.

C.3.2  Issue Addenda

Addenda will be issued until three (3) working days before the tender closing time.

C.3.3  Return late tender offers

Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4  Opening of tenders

There will be public opening of tenders after the closing date and time at the Cape Town International Airport, Southern Office Block (SOB) Foyer. Tender opening register will be made available to all interested bidders upon request.

C.3.5  Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.6  Test for Responsiveness

C.3.6.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
C.3.6.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.7  

Arithmetical errors, omissions and discrepancies.

C.3.7.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.7.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:
   (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
   (ii) the summation of the prices.

C.3.7.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.7.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.8  

Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.9 Stage 1 Test for Responsiveness (as per clause C.3.8)

Stage 2 Pre-Qualification Criteria

In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.

Accordingly, only the bidders with a minimum B-BBEE status Level 2 are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted. Please refer to returnable document Form xx

Stage 3 Mandatory Administration Criteria

(a) Completed in full and signed Form of offer C1.1.
(b) Attendance of a Compulsory Briefing Session.
(c) Only tenderers who are a CIDB contractor grading of 6 ME or higher.
(d) Bidders must complete and acknowledge declaration of interest form SBD4. Returnable document A10

Stage 4 Functionality Evaluation Criteria

Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.

1) Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **60 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE (80-20 split). Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.

<table>
<thead>
<tr>
<th>Description</th>
<th>Maximum Points</th>
<th>Minimum Points</th>
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<tbody>
<tr>
<td>Company Experience</td>
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<tr>
<td>Key Staff</td>
<td>50</td>
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<tr>
<td>Preliminary Programme</td>
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<td>5</td>
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<tr>
<td>Technical Proposal</td>
<td>20</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
<td><strong>60</strong></td>
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<thead>
<tr>
<th>Evaluation Area</th>
<th>Evaluation Criteria</th>
<th>Max</th>
<th>Min</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Tenderer’s / Companies Experience</td>
<td>1.1 Company Experience Proof of completion in similar materials handling (e.g baggage carousel) installation projects. Construction value of each of the projects must be worth at least R 10 Million.</td>
<td>20</td>
<td>10</td>
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- <3 Projects (0 Points)
- 3-5 Projects (10 Points)
- >5 Projects (20 Points)

(Complete Form A5)

Sub Total 1

20 10
### Experience of key staff

#### 2.1 Contracts Manager

Proof of relevant qualification as a Contracts Manager or similar relevant qualification and / or demonstration of previous experience in the required field related to Construction Projects (CV of Evidence to be provided)

- No qualification and / or demonstration of previous experience (0 Points)
- Proof of similar relevant qualification / registration and / or demonstration of previous experience (5 Points).

Key Staff mentioned above to provide Proof of successful completion of at least 3 similar material handling projects. Construction value of each of the projects must be worth at least R 10 Million.

- <3 Projects (0 Points)
- 3-5 Projects (10 Points)
- >5 Projects (15 Points)

(Complete Form C7)

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#### 2.2 Lead Site Agent

Key Staff mentioned above to provide Proof of successful completion of at least 3 similar material handling projects. Construction value of each of the projects must be worth at least R 10 Million.

- <3 Projects (0 Points)
- 3-5 Projects (10 Points)
- >5 Projects (15 Points)

(Complete Form C7)

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<th>15</th>
<th>10</th>
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#### 2.3 Lead Foreman

Key Staff mentioned above to provide Proof of successful completion of at least 3 similar material handling projects. Construction value of each of the projects must be worth at least R 10 Million.

- <3 Projects (0 Points)
- 3-5 Projects (10 Points)
- >5 Projects (15 Points)

(Complete Form C7)

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**Sub Total 2**

|    | 50 | 35 |
3. **Preliminary Programme**

3.1 **Preliminary Programme**

The Tenderer shall attach a Preliminary Programme reflecting the full proposed sequence, duration and milestones of execution of the various activities comprising the work for this contract including design, coordination, workshop drawing, approvals, manufacture, factory acceptance testing, shipping and clearing, installation, commissioning, acceptance and trials.

- Meets project milestones included in the Contract Data (5 Points)
- Improves on project milestones included in the Contract Data by > 1 working month < 2 working months (7.5 Points)
- Improves on project milestones included in the Contract Data by > 2 working months (10 Points)

(Complete form C9)

| Sub Total 3 | 10 | 5 |

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4. **Technical Proposal**

4.1 **Tenderer's technical proposal**

Proposal document must respond to the scope of work (Part 3 of this document) and outline the meeting of objectives as per the scope. It should include:

1. Detail of equipment proposed
2. Fitness for service as per the scope (Part 3.1 of this document)

The document should detail the value addition to the project as per the scope and can be in a Report, PowerPoint or video format.

- **Scope was understood and translated, and all scope and items were covered.**
  - Lack of Detail (0 points)
  - Generic understanding, the company describes material handling in general and not specific to Airports (2.5)
  - Project Specific with Value add, i.e. Equipment proposed can fulfill the objective as stipulated in Part C3.1.1 (5 Points)

- **Detail of the equipment proposed, provided as part of the submission.**
  - Lack of Detail (0 points)
  - Generic Detail, the company proposes material handling in general and not specific to Airports (2.5)
  - Project Specific with Value add, i.e. All required equipment can be
supplied as per Part C3.2.3 and C3.2.4. (5 Points)

- **Fitness for service as per the scope demonstrated.**
  - Lack of Detail (0 points)
  - Generic Fitness for Service, the company describes material handling in general and not specific to Airports (2.5)
  - Project Specific with Value add, i.e. Equipment meets all requirements as per C 3.2.5. (5 Points)

- **Technical proposal of good quality.**
  - Lack of Quality (0 points)
  - Average Quality, meets objectives (2.5)
  - Detailed Specific proposal with Excellent quality i.e. Document should detail scope, proposed equipment, design methodology and adherence to requirements of the proposal as per the scope (Part 3 of this document). The document includes activity charts, process flow diagrams, reports in power point or video format. (5 Points)

<table>
<thead>
<tr>
<th>Sub Total</th>
<th>4</th>
<th>20</th>
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<td>Total points</td>
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<td>60</td>
<td></td>
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</tbody>
</table>

### C.3.10 Insurance provided by the employer
Refer to Contract Data

### C.3.11 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
c) has the legal capacity to enter into the contract;
d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
e) complies with the legal requirements, if any, stated in the tender data; and
f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:

   I. someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
   II. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
   III. incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.
Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer’s obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer’s written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.
C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as “SUBSTITUTE”.

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.
C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer’s undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

   a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
   b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
   c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers’ agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
   a) complies with the requirements of these Conditions of Tender,
   b) has been properly and fully completed and signed, and
   c) is responsive to the other requirements of the tender documents.
C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii. the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature
and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer’s obligations in submitting a tender and the employer’s undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:

<table>
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<th>Requirement</th>
<th>Qualitative interpretation of goal</th>
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<tbody>
<tr>
<td>Fair</td>
<td>The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.</td>
</tr>
<tr>
<td>Equitable</td>
<td>Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.</td>
</tr>
<tr>
<td>Transparent</td>
<td>The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.</td>
</tr>
<tr>
<td>Competitive</td>
<td>The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.</td>
</tr>
<tr>
<td>Cost effective</td>
<td>The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.</td>
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The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received  
b) Determine whether or not tender offers are complete  
c) Determine whether or not tender offers are responsive  
d) Evaluate tender offers  
e) Determine if there are any grounds for disqualification  
f) Determine acceptability of preferred tenderer  
g) Prepare a tender evaluation report  
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer’s information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement;
b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

   a) addenda issued during the tender period,
   b) inclusion of some of the returnable documents and
   c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.
AIRPORTS COMPANY SOUTH AFRICA

CAPE TOWN INTERNATIONAL AIRPORT

TENDER REF. No: CIA6272/2019/RFP

DESIGN, SUPPLY AND INSTALLATION SERVICES FOR BAGGAGE CAROUSELS AT CAPE TOWN INTERNATIONAL AIRPORT

Part T2: Returnable Schedules

T2.1: List of Returnable Schedules
T2.2: Returnable Schedules
AIRPORTS COMPANY SOUTH AFRICA

CAPE TOWN INTERNATIONAL AIRPORT

TENDER REF. No: CIA6272/2019/RFP

CONTRACTOR APPOINTMENT FOR CONSTRUCTION OF NEW DOMESTIC ARRIVALS AT CAPE TOWN INTERNATIONAL AIRPORT.

T2.1: LIST OF RETURNABLE DOCUMENTS

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<tbody>
<tr>
<td>1 Returnable Schedules required for tender evaluation purposes only</td>
<td></td>
</tr>
<tr>
<td>A1: Certificate of Attendance at Compulsory Briefing session</td>
<td></td>
</tr>
<tr>
<td>A2: Record of Addenda to Tender Documents</td>
<td></td>
</tr>
<tr>
<td>A3: Certificate of Authority for Signatory</td>
<td></td>
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<tr>
<td>A4: Certificate of Authority for Joint Ventures (where applicable)</td>
<td></td>
</tr>
<tr>
<td>A5: Schedule of the Tenderer’s Recent Experience related to this Project</td>
<td></td>
</tr>
<tr>
<td>A6: Completion Certificates of Previous Projects Completed</td>
<td></td>
</tr>
<tr>
<td>A7: Certified Copies of Client Reference Letters of Previous Projects Completed</td>
<td></td>
</tr>
<tr>
<td>A8: Proof of Contract Values of Previous Projects Completed</td>
<td></td>
</tr>
<tr>
<td>A9: Schedule of Current Commitments</td>
<td></td>
</tr>
<tr>
<td>A10: SBD 4: Declaration of Interest</td>
<td></td>
</tr>
<tr>
<td>A11: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations</td>
<td></td>
</tr>
<tr>
<td>A12: SBD 6.2 (Declaration for local content and production for PPPFA designated sectors)</td>
<td></td>
</tr>
<tr>
<td>A13: SBD 8: Declaration of Bidder’s past supply chain management practices</td>
<td></td>
</tr>
<tr>
<td>A14: SBD 9: Certificate of independent bid determination</td>
<td></td>
</tr>
<tr>
<td>2 Other documents required only for tender evaluation purposes</td>
<td></td>
</tr>
<tr>
<td>B1: Proof of registration for Contractor’s WCA registration and or COID</td>
<td></td>
</tr>
<tr>
<td>B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board</td>
<td></td>
</tr>
<tr>
<td>B3: An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services</td>
<td></td>
</tr>
<tr>
<td>B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum</td>
<td></td>
</tr>
<tr>
<td>B5: Central Supplier Database (CSD) proof of registration</td>
<td></td>
</tr>
<tr>
<td>3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract</td>
<td></td>
</tr>
<tr>
<td>C1.1 Form of Offer and Acceptance</td>
<td></td>
</tr>
<tr>
<td>C1: Compulsory Enterprise Questionnaire</td>
<td></td>
</tr>
<tr>
<td>C2: Schedule of Proposed Subcontractors</td>
<td></td>
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<tr>
<td>C4: Subcontractor’s Supporting Documents</td>
<td></td>
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<tr>
<td>C5: Plant and Equipment</td>
<td></td>
</tr>
<tr>
<td>C6: A certified copy of B-BBEE Verification Certificate</td>
<td></td>
</tr>
<tr>
<td>C7: CV’s of key personnel</td>
<td></td>
</tr>
<tr>
<td>C8: Certified Certificates of Qualifications of Key Personnel</td>
<td></td>
</tr>
<tr>
<td>C9 Preliminary Programme</td>
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</tr>
</tbody>
</table>
The tenderer must complete the following returnable documents:

<table>
<thead>
<tr>
<th>Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>(tick)</td>
</tr>
<tr>
<td>C10 Occupational Health and Safety Questionnaire</td>
</tr>
<tr>
<td>C11 Schedule of Information to be provided by Tenderer</td>
</tr>
<tr>
<td>C12 Proposed Amendments and Qualifications</td>
</tr>
<tr>
<td>C13 ACSA Technical Services and Solutions Contract Participation Goals</td>
</tr>
</tbody>
</table>
AIRPORTS COMPANY SOUTH AFRICA

CAPE TOWN INTERNATIONAL AIRPORT

TENDER REF. No: CIA6272/2019/RFP

CONTRACTOR APPOINTMENT FOR CONSTRUCTION OF NEW DOMESTIC ARRIVALS AT CAPE TOWN INTERNATIONAL AIRPORT.

T2.2: RETURNABLE SCHEDULES
T2.2 Returnable Schedules

FORM A1. Certificate of Attendance of the Compulsory Briefing Session

<p>| This is to certify that |
| I, ............................................................................................................................... |
| Representative of (tenderer) ........................................................................................ |
| ................................................................................................................................. |
| of (address) ............................................................................................................... |
| ................................................................................................................................. |
| ................................................................................................................................. |
| e-mail ......................................................................................................................... |
| telephone number ...................................................................................................... |
| fax number ............................................................................................................... |
| visited the compulsory brief session held on date ...................................................... |</p>
<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>

Signed by ACSA Representative:

Name: 

-------------------------------------------------------------------------------------------------------------------
FORM A2. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

<table>
<thead>
<tr>
<th>Date</th>
<th>Title or Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>9.</td>
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<tr>
<td>10.</td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
Form A3: Certificate of Authority for Signatory

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

(2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition **F2.13.4**.

An example is shown below:

"By resolution of the board of directors taken on .............................. 20.................

Mr/Ms ........................................................................................................................................................

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **CIA6178/2019/RFP** and any contract which may arise there from on behalf of

(block capitals) ..........................................................................................................................................

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

Signed on behalf of Company:  ................................................................................................................

In his/her capacity as: ................................................................................................................................

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

Witnesses:
RETURNABLE SCHEDULES
CIA6272/2019/RFP

---

Signature

Signature

Name (print)

Name (print)

Attach:
- Latest Audited Annual Financial Report
- Bank reference Letter

Signed | Date
---|---

Name | Position
---|---

Tenderer

---

CAPE TOWN INTERNATIONAL AIRPORT
AIRPORTS COMPANY SOUTH AFRICA
FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>DUELY AUTHORISED SIGNATORY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead partner</td>
<td></td>
<td>Signature: ....................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name: ..........................</td>
</tr>
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<td></td>
<td>Designation: ..................</td>
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<td></td>
<td></td>
<td>Signature: ....................</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Name: ..........................</td>
</tr>
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<td></td>
<td></td>
<td>Designation: ..................</td>
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<tr>
<td>Signed</td>
<td>Date</td>
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<td></td>
</tr>
<tr>
<td>Name</td>
<td>Position</td>
<td></td>
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<tr>
<td>Tenderer</td>
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</tbody>
</table>

Signature: ..................
Name: ........................
Designation: ..................
FORM A5. Schedule of the Tenderer’s Recent Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work. Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed. As a minimum the bidder is to have successfully completed at least three (3) construction projects each project with contract value of **R10 million** (inclusive of VAT) or more to achieve a satisfactory score. Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below

The description should be put in tabular form with the following headings:

<table>
<thead>
<tr>
<th>Name of party to the bid</th>
<th>Names of Client (for which a <strong>same or similar</strong> service was rendered)</th>
<th>Description of service</th>
<th>Value of Construction Contract Excl. VAT</th>
<th>Confirmation of Practical Completion Date</th>
<th>Performance Period</th>
<th>Contact person and contact details (contact person, telephone and email)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project 1:</strong></td>
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<td>Name:</td>
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<td>Email:</td>
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<td>Additional Comments:</td>
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<td>Reference Letter Provided: Yes: □ No: □</td>
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<td><strong>Project 2:</strong></td>
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<td>Project 3:</td>
<td>Name:</td>
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<td>Additional Comments:</td>
<td>Reference Letter Provided: Yes: □ No: □</td>
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<tr>
<td>Project 4:</td>
<td>Name:</td>
<td>Tel:</td>
<td>Email:</td>
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<td>Additional Comments:</td>
<td>Reference Letter Provided: Yes: □ No: □</td>
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<td>Project 5:</td>
<td>Name:</td>
<td>Tel:</td>
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<tr>
<td>Additional Comments:</td>
<td>Reference Letter Provided: Yes: □ No: □</td>
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</tbody>
</table>
Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Project 6:</th>
<th>Name:</th>
<th>Tel:</th>
<th>Email:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Comments:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Reference Letter Provided: Yes: □ No: □

Signed

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>

Date

Signed
FORM A6 Certified Copies of Completion Certificates of Previous Projects Completed

Please attach Completion Certificates (Practical Completion) of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of three (3) certificates required for relevant projects

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
FORM A7 Certified Copies of Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page. A minimum of three (3) reference letters required from the client bodies/Principal Agent.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
Form A8 Proof of Contract Values of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page. A minimum of three (3) certificates required for relevant projects.

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
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</tbody>
</table>
Form A9: Schedule of Current Commitments

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved
2. In the event of a joint venture enterprise, details of all the members of the joint venture shall similarly be attached to this form

<table>
<thead>
<tr>
<th>Employer, contact person and telephone number</th>
<th>Consultant/Principal Agent, contact person and telephone number</th>
<th>Description of contract</th>
<th>Value of work inclusive of VAT (rand)</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Signed Date

Name Position

Tenderer
A10. 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 a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

2.2 Identity Number:
………………………………………………………………………………………………

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

2.4 Company Registration Number:
………………………………………………………………………………………………

2.5 Tax Reference Number:
………………………………………………………………………………………………

2.6 VAT Registration Number:
………………………………………………………………………………………………

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

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 particulars:

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

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

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

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

Position occupied in the state institution:

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

Any other particulars:

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

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

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

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?  

Yes / No

2.7.2.1 If yes, did you attach proof of such authority to the bid document?  

Yes / No

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

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

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

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

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

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?  

Yes / No

2.8.1 If so, furnish particulars:

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

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

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?  

Yes / No

2.9.1 If so, furnish particulars:

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

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

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

………………………………………………………………
………………………………………………………………
………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

…………………………………………………………………………….
…………………………………………………………………………….
…………………………………………………………………………….

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Reference Number</th>
<th>Tax Number</th>
<th>State / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

4 DECLARATION

I, THE UNDERSIGNED (NAME)………………………………………………………………………………………………

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2
   a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
   b) The 90/10 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:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>90</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>10</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

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:

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

Where
\[
P_s = \text{Points scored for price of bid under consideration}
\]
\[
P_t = \text{Price of bid under consideration}
\]
\[
P_{\text{min}} = \text{Price of lowest acceptable bid}
\]
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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

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 | NO |

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 last 51% owned by:  

<table>
<thead>
<tr>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>√</td>
<td>√</td>
</tr>
</tbody>
</table>

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 service provider  
- Other service providers, e.g. transporter, etc.  

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(e) forward the matter for criminal prosecution.

WITNESSES

1. ...........................................

2. ...........................................

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

DATE: ...........................................
ADDRESS ...........................................
...........................................
...........................................
A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

\[ LC = \left[ 1 - \frac{x}{y} \right] \times 100 \]

Where

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

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


1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
</table>

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

   YES   NO

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.
LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

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

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

NB
1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid price, excluding VAT (y)</td>
<td>R</td>
</tr>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.
(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

SIGNATURE: ___________________________ DATE: ___________
WITNESS No. 1 ___________________________ DATE: ___________
WITNESS No. 2 ___________________________ DATE: ___________
A13 DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).&lt;br&gt;The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)?&lt;br&gt;The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### 4.4

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was any contract between the bidder and any organ of state terminated</td>
<td></td>
<td></td>
</tr>
<tr>
<td>during the past five years on account of failure to perform on or comply</td>
<td></td>
<td></td>
</tr>
<tr>
<td>with the contract?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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
A14 CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of:_______________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

SBD 9

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

................................................................. ........................................
Signature                                  Date

................................................................. ........................................
Position                                  Name of Bidder
Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

B1: Proof of registration for Contractor’s WCA registration or COID

B2: An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)

B3: An original or certified Tax Clearance Certificate issued by the South African Revenue Services. In the event of a Joint Venture, each member shall comply with this requirement.

B4: An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)

B5: Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number

<table>
<thead>
<tr>
<th>Bank Report on:</th>
<th>(Tenderers Name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account No:</td>
<td></td>
</tr>
<tr>
<td>Bank:</td>
<td></td>
</tr>
<tr>
<td>Branch Code:</td>
<td></td>
</tr>
<tr>
<td>Amount:</td>
<td>(Tender Value)</td>
</tr>
<tr>
<td>Duration:</td>
<td>XX months (excluding special non-working days)</td>
</tr>
</tbody>
</table>

**BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)**

( ) A UNDOUBTED FOR INQUIRY
( ) B GOOD FOR AMOUNT QUOTED
( ) C GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
( ) D FAIR TRADE RISK
( ) E FIGURE CONSIDER TOO HIGH
( ) F FINANCIAL POSITION UNKNOWN
( ) G OCCASIONALLY DISHONOURED
( ) H FREQUENTLY DISHONOURED
Form C1: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

<table>
<thead>
<tr>
<th>Section 1: Name of enterprise:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 2: VAT registration number, if any:</td>
</tr>
<tr>
<td>Section 3: cidb registration number, if any:</td>
</tr>
<tr>
<td>Section 4: CSD number:</td>
</tr>
<tr>
<td>Section 5: Particulars of sole proprietors and partners in partnerships:</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Section 6: Particulars of companies and close corporations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company registration number:</td>
</tr>
<tr>
<td>Close corporation number:</td>
</tr>
<tr>
<td>Tax reference number:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</td>
</tr>
<tr>
<td>Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</td>
</tr>
<tr>
<td>Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.</td>
</tr>
</tbody>
</table>

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed | Date
---|---
Name | Position
Enterprise name |
Form C2: Proposed Domestic Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. **Tenderer must be cognisant of the requirement of 30% compulsory subcontracting as stated in Clause C.3.8**

<table>
<thead>
<tr>
<th>Name and address of proposed Subcontractor</th>
<th>Nature and extent of work</th>
<th>Previous experience with Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signed

Date

Name

Position

Tenderer
Form C5: Plant and Equipment

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description, size, capacity, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description, size, capacity, etc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer
FORM C6: A certified copy of B-BBEE Verification Certificate

1. Valuation of preference points is based on tenderer’s B-BBEE verification certificate:
   a) The certificate shall have been issued by:
      i. A verification agency accredited by South African National Accreditation System (SANAS);
      ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
   b) The verification certificate must be valid at the tender closing date
   c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.

2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
   a) The verification certificate shall identify:
      i. The name and domicilium citandi et executandi of the tenderer
      ii. The registration and VAT number of the tenderer
      iii. The dates of granting of the B-BBEE score and the period of validity
      iv. The expiry date of the verification certificate
      v. A unique identification number

3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
   a) The name and/or mark/logo of the B-BBEE verification agency.
   b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
   c) The B-BBEE status level
   d) The SANAS or IRBA logo on the verification certificate.
   e) The B-BBEE procurement recognition level.
   f) The score achieved per B-BBEE element.
   g) The % black shareholding.
   h) The % black woman shareholding.
   i) The % black persons with disabilities.

4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency’s standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

Alternatively, such missing data must be supplied separately, but certified as correct by the same verification agency and also submitted. Failure to abide by this requirement will result in such a tenderer scoring zero (0) preference.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
FORM C7. The CV's of key personnel

Bidders are referred to clause C.3.11 which indicates the maximum possible score for information requested under this schedule.

Bidders are required to demonstrate the following:

- **Composition of team structure** including roles & responsibilities and time allocation (i.e. full time vs part time)

- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum 4 (individual) key team members need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member). The key team needs to be represented by a Project Director (who does not necessarily need to be full time on the site):

1. **Contracts Manager**
2. **Lead Site Agent**
3. **Lead Site Foreman**

**NOTE:** *(Minimum of R10 million per project for a minimum satisfactory score)*

The evaluation of quality will be based on the CV’s submitted and organogram of proposed team. Bidders are to complete returnable CV templates and attach full detailed CV thereto.

<table>
<thead>
<tr>
<th>Position to hold for this project</th>
<th>☐ Contracts Manager</th>
<th>☐ Lead Site Agent</th>
<th>☐ Lead Foreman</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nationality</td>
<td></td>
<td>Date of Birth</td>
<td></td>
</tr>
<tr>
<td>Current Residence (City/ Town)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Years’ Experience:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Body</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Affiliation/ Accreditation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major Experience in previous years related to similar type of <strong>completed</strong> projects:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project 1 of 6:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employer (Company)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td>Principal Agent Name</td>
<td>Cell Number</td>
<td>Consultant (Company)</td>
</tr>
<tr>
<td>-------------</td>
<td>----------------------</td>
<td>-------------</td>
<td>----------------------</td>
</tr>
</tbody>
</table>

### Project 2 of 6:

<table>
<thead>
<tr>
<th>Employer (Company)</th>
<th>Client Name</th>
<th>Cell Number</th>
<th>Principal Agent Name</th>
<th>Cell Number</th>
<th>Consultant (Company)</th>
<th>Key Personnel Project Role</th>
<th>Position Held</th>
<th>Scope of work description/Project description</th>
<th>Project value Excl VAT</th>
<th>Construction Duration: From (Site Handover date) to (Completion date)</th>
<th>Site Handover date:</th>
<th>Completion date:</th>
</tr>
</thead>
</table>

### Project 3 of 6:

<table>
<thead>
<tr>
<th>Employer (Company)</th>
<th>Client Name</th>
<th>Cell Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Agent Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consultant (Company)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Key Personnel Project Role</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Held</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scope of work description/Project description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project value Excl VAT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Duration: From (Site Handover date) to (Completion date)</td>
<td>Site Handover date: Completion date:</td>
<td></td>
</tr>
</tbody>
</table>

**Project 4 of 6:**

<table>
<thead>
<tr>
<th>Employer (Company)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
</tr>
<tr>
<td>Principal Agent Name</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
</tr>
<tr>
<td>Consultant (Company)</td>
<td></td>
</tr>
<tr>
<td>Key Personnel Project Role</td>
<td></td>
</tr>
<tr>
<td>Position Held</td>
<td></td>
</tr>
<tr>
<td>Scope of work description/Project description</td>
<td></td>
</tr>
<tr>
<td>Project value Excl VAT</td>
<td></td>
</tr>
<tr>
<td>Construction Duration: From (Site Handover date) to (Completion date)</td>
<td>Site Handover date: Completion date:</td>
</tr>
</tbody>
</table>

**Project 5 of 6:**

<table>
<thead>
<tr>
<th>Employer (Company)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
</tr>
<tr>
<td>Principal Agent Name</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
</tr>
<tr>
<td>Consultant (Company)</td>
<td></td>
</tr>
</tbody>
</table>
### Key Personnel Project Role

<table>
<thead>
<tr>
<th>Position Held</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Scope of work description/Project description</td>
<td></td>
</tr>
<tr>
<td>Project value Excl VAT</td>
<td></td>
</tr>
<tr>
<td>Construction Duration: From (Site Handover date) to (Completion date)</td>
<td>Site Handover date:</td>
</tr>
<tr>
<td>Completion date:</td>
<td></td>
</tr>
</tbody>
</table>

### Project 6 of 6:

<table>
<thead>
<tr>
<th>Employer (Company)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Name</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
</tr>
<tr>
<td>Principal Agent Name</td>
<td></td>
</tr>
<tr>
<td>Cell Number</td>
<td></td>
</tr>
<tr>
<td>Consultant (Company)</td>
<td></td>
</tr>
</tbody>
</table>

#### Commitment to the Project

The undersigned commits himself / herself to the overall project. He/she does not intend to cancel his/her contract or to leave the company which employs him/her within the overall duration of this project. Should the person stated above not be available for the Contract (for a bona fide reason), a person of at least the same experience and qualifications will need to be submitted for approval prior to taking up the position.

**Signed**

<table>
<thead>
<tr>
<th>Date</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
FORM C8: Certified Certificates of Qualifications of Key Personnel.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C7 above to this page.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
The Tenderer shall attach a Preliminary Programme detailed the full proposed sequence, duration and milestones of execution of the various activities comprising the work for this contract. This is to be forward scheduled from the Letter of Award noted. The key milestone activities from the attached Preliminary Programme are to be extracted into the table below.

<table>
<thead>
<tr>
<th>Milestone Activity</th>
<th>Start Date</th>
<th>End Date</th>
<th>Duration (calendar days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Award</td>
<td>20-Mar-2020</td>
<td>20-Mar-2020</td>
<td></td>
</tr>
<tr>
<td>Design &amp; coordination of design with Client / Employer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detail Design (ends with approval by Client / Employer)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Workshop Drawings (ends with approvals by Client / Employer)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manufacture</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Factory Acceptance by Client / Employer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clearing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delivery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioning</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hand Over &amp; Acceptance (Completion)</td>
<td>18 February 2021</td>
<td>18 February 2021</td>
<td></td>
</tr>
</tbody>
</table>
If the contractor accepts the programme prepared by consultants in the tender document it must be attached to this schedule dated and signed “We accept the programme”.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Number of sheets, appended by the bidder to this Schedule........................ (If nil, enter NIL).

**SIGNED ON BEHALF OF BIDDER:** .............................................................
### Form C10. Occupational Health and Safety Questionnaire

#### 1. SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT

<table>
<thead>
<tr>
<th>1.1</th>
<th>Do you have a SHE Policy?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is this signed by the senior executive?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please supply copy of this policy</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.2</th>
<th>Does a She structure exist in your company?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please provide details</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.3</th>
<th>Are senior and middle management actively involved in the promotions of SHE?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please provide details e.g.</td>
<td>Periodical work area inspection</td>
<td>Regular Health and Safety meetings with personnel</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.4</th>
<th>Are the SHE responsibilities of managers clearly defined?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please provide details</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.5</th>
<th>Are annual SHE objectives included in your business plan?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please provide example</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.6</th>
<th>Is your company registered with the Compensation Commissioner? (C OID Act)?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>If so, please provide registration number</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1.7</th>
<th>Do you have a copy of good standing certificate, confirming that your registration is paid up?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>If so, please provide copy thereof</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 2. SHE TRAINING

<table>
<thead>
<tr>
<th>2.1</th>
<th>Is training provided to employees at the following stages?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>When joining the company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>When changing jobs within the company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>When new plant or equipment needs to be operated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>As a result of experience of and feedback from an accident/incident reports</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are you able to provide proof of specialist training provided?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please state how this can be achieved</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.2</th>
<th>What formal SHE training is provided specifically to</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>First line supervisors</td>
<td>Middle and top management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Please describe</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.3</th>
<th>Are all employees (including sub-contractors) instructed as to the application of rules and regulations?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>When is this done and how is it achieved?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.4</td>
<td>Does this training include the selection, use and care of personal protective equipment?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5</td>
<td>What refresher training is provided and at what intervals?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please list examples</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Course Title</td>
<td>Target audience</td>
<td>Interval</td>
</tr>
<tr>
<td>2.6</td>
<td>Has the person(s) allocated as your SHE advisor followed specific SHE training?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please list most recent courses</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Does this include refresher training?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 3. PURCHASE OF GOODS, MATERIALS AND SERVICES

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please describe</td>
<td></td>
</tr>
<tr>
<td>3.2</td>
<td>Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please give examples of plant/equipment covered</td>
<td></td>
</tr>
<tr>
<td>3.3</td>
<td>Is there record of inspection?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Where is it kept?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Are you able to supply copies of these inspection records if required?</td>
<td></td>
</tr>
<tr>
<td>3.4</td>
<td>How is plant and equipment, which has been inspected identifies as being safe to use?</td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>Do you evaluate the SHE competence of all sub-contractors?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please describe how this is achieved and how the results are monitored</td>
<td></td>
</tr>
</tbody>
</table>

### 4. SHE INSPECTIONS

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Are records of these inspections kept and available?</td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Are unsafe acts and conditions reported and remedial actions formally monitored?</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Please provide examples of the above</td>
<td></td>
</tr>
</tbody>
</table>

### 5. RULES AND REGULATIONS

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
5.1 Do health and safety rules and regulations exist for personnel and sub-contractors?

Do these cover

- General rules
- Project rules
- Specific task rules

5.2 Do these rules include permit to work system (as applicable)

5.3 Do you have experience of project SHE plans?
Please give examples of where these have been used

5.4 Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?

6 RISK MANAGEMENT

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
6.1 Have the following, involved in the execution of your work, been identified?

- Hazards affecting health and safety?
- The groups of people who might be affected?
- An evaluation of the risk from each significant hazard?
- Whether the risks arising are adequately controlled?

6.2 Are these findings and assessments recorded?

6.3 How often are they reviewed?
Please list the time frame e.g. years

6.4 For what processes/risk is personal protective equipment issued?

<table>
<thead>
<tr>
<th>Process/Risk</th>
<th>Type of PPE</th>
</tr>
</thead>
</table>

Do you have a copy of the issue lists for PPE available on request?

7 EMERGENCY ARRANGEMENTS

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
7.1 How do you manage your arrangements for dealing with emergencies?
Are these communicated to your sub-contractors?

7.2 What provision have you made for first aid?
E.g. Trained First Aiders

7.3 What training do you provide to employees in Safety/Fire Fighting?
Please list institutions used for these training

8 RECRUITMENT OF PERSONNEL

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>
8.1 Are health and Safety factors considered when hiring personnel?
8.2 Are medical examinations carried prior to employment?
In all cases
<table>
<thead>
<tr>
<th>Where type of work requires medical examination</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.3 Do you cover exit medical examination?</td>
</tr>
<tr>
<td>8.4 How do you assess the competence of staff before an appointment is made?</td>
</tr>
<tr>
<td>E.g. Via trade testing, reference checks</td>
</tr>
</tbody>
</table>

### 9. REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS

<table>
<thead>
<tr>
<th>9.1 Do you have a procedure for reporting, investigating and recording accidents and incidents?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please supply a copy</td>
</tr>
<tr>
<td>9.2 Is there a standard report/investigation form used?</td>
</tr>
<tr>
<td>Please supply a copy</td>
</tr>
<tr>
<td>9.3 Do you have a formal system for reporting situations/near misses etc.?</td>
</tr>
<tr>
<td>Please provide a copy</td>
</tr>
<tr>
<td>9.4 Please provide the following statistic for the last five years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>YEAR</th>
<th>YEAR</th>
<th>YEAR</th>
<th>YEAR</th>
<th>YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>Lost time accidents per 100 employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Major/Reportable injuries per 100 employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of dangerous occurrences</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lost man day due to accidents</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 10. HEALTH AND SAFETY COMMUNICATION AND CONSULTATION

<table>
<thead>
<tr>
<th>10.1 Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?</th>
</tr>
</thead>
<tbody>
<tr>
<td>If Yes please describe method</td>
</tr>
<tr>
<td>10.2 Are the results of these meetings communicated to all employees?</td>
</tr>
<tr>
<td>If Yes please describe method</td>
</tr>
<tr>
<td>10.3 Are Health and Safety meetings held?</td>
</tr>
<tr>
<td>At what frequency?</td>
</tr>
<tr>
<td>Chaired by whom?</td>
</tr>
<tr>
<td>10.4 Do you carry out SHE promotions / campaigns?</td>
</tr>
<tr>
<td>If Yes please provide examples</td>
</tr>
</tbody>
</table>

The following documentation should also be provided with the tender:

1. Management Structure including organogram
2. Human Resource Plan
3. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer
4. COID Insurance
Declaration

I/we .......................................................... declare that the above information provided is correct.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
Form C11: Schedule of Information to be provided by Tenderer

1. **Company details:**
   - Registered Address:
   - Contact Person:
   - Telephone:
   - Fax:

2. **Shareholders**
   - Names/Percentages of holdings:

3. **Bankers**
   - Name of Account Holder:
   - Bank:
   - Branch:
   - Account Number:
   - Bank and branch contact details:

4. **Turnover**
   - Approximate turnover for each of the past three years:
     - 2016:
     - 2017:
     - 2018:

5. **Management and Manpower Resources**
   - Supervisors:
   - Labourers:
   - Other:
   - Name of Supervisor to be allocated to this contract:

6. **Construction Equipment (Value in R)**
   - Equipment owned by Company:
   - Own workshop/stores (location):

---

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Position</td>
</tr>
<tr>
<td>Tenderer</td>
<td></td>
</tr>
</tbody>
</table>
Form C12: Proposed Amendments and Qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

<table>
<thead>
<tr>
<th>Page</th>
<th>Clause or item</th>
<th>Proposal</th>
</tr>
</thead>
</table>

Signed

Name

Tenderer

Date

Position
Form C13: ACSA Technical Services and Solutions Contract Participation Goals

I/we, _______________________________ in my/our capacity as ___________________________
of the Tendering Company namely _____________________________________________ declares
that we commit to the ACSA Transformation and Empowerment Specifications and CPG Targets as
outlined in the Tender Documentation herein (Part 3.8.2)

1. We hereby tender and commit to a CPG of 60% as per the CPG Table.
2. We shall employ _________________ number of designated labour on the contract.

The Contractor will be required to complete and submit the CPG plan within 15 days of being instructed
to do so by the Principal Agent.
AIRPORTS COMPANY SOUTH AFRICA

CAPE TOWN INTERNATIONAL AIRPORT

TENDER NO: CIA6272/2019/RFP

DESIGN, SUPPLY AND INSTALLATION SERVICES FOR BAGGAGE CAROUSELS AT CAPE TOWN INTERNATIONAL AIRPORT

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance
C1.2 Contract Data
C1.3 Performance security
C1.4 Agreement in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)
C1.5 ACSA Insurance clauses

Notes to tenderer
1. Should a tenderer wish to offer a different period of completion than that specified by the Employer, it shall be submitted as an alternative offer on a separate Form of Offer and Acceptance.
2. If more than one alternative tender is submitted each shall be numbered and submitted on a separate Form of Offer and Acceptance duly completed and signed.
C1.1 Form of Offer and Acceptance

Note: 1 This form of offer and acceptance is identical to that contained in Annex F of SANS 10845 - 1: Construction Procurement Processes, Procedures and Methods.
2 SAICE’s Practice Manual #1, The use of South African National Standards in Construction Procurement, provides guidance on the formulation of the wording for the actual offer where it is not based on the offered total of prices.

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: …………………………………………………..

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

........................................................................................................................................................................... R
and (in words);

R ...........................................................................................(in figures) (or other suitable wording)

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

<table>
<thead>
<tr>
<th>Signature(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s)</td>
</tr>
</tbody>
</table>

Capacity for the tenderer

| (Name and address of tenderer) |

Name and signature of witness

Date
Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer’s offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer’s offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work
- Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.
Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s agent (whose details are given in the contract data) to arrange the delivery of any 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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

<table>
<thead>
<tr>
<th>Signature(s)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>for the Employer</td>
<td></td>
</tr>
<tr>
<td>(Name and address of employer)</td>
<td></td>
</tr>
<tr>
<td>Name and signature of witness</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

¹
Schedule of Deviations

Notes:

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

<table>
<thead>
<tr>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.
C1.2 Contract Data

Part one – Data provided by the Employer

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for Main Option</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Main Option</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dispute resolution Option</td>
<td>A: Priced Contract with Activity Schedule</td>
</tr>
<tr>
<td></td>
<td>Secondary Options (incorporating amendments)</td>
<td>W1: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X7: Delay damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X13: Performance Bond</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X14: Advance Payment to the Contractor</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X18: Limitation of liability</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013</td>
</tr>
</tbody>
</table>

The project stages can be found under Annexure 1 at the end of the contract.
10.1 The **Employer is** (Name)  

| Address            | Private Bag X1  
|                   | Cape Town International Airport |
| Telephone         | To be advised |
| E-mail address    | To be advised |

10.1 The **Project Manager is**  

| Address            | To be advised |
| Telephone          | To be advised |
| E-mail address     | To be advised |

10.1 The **Supervisor is**  

| Address            | To be advised |
| Telephone          | To be advised |
| Fax                | To be advised |
| Email              | To be advised |

11.2 The **works are**  
**DESIGN, SUPPLY AND INSTALLATION SERVICES FOR BAGGAGE CAROUSELS AT CAPE TOWN INTERNATIONAL AIRPORT**

11.2 The following matters will be included in the Risk Register  
- Availability of As Built information  
- Access to Site  
- Coordination with other contractors / stakeholders for site access, construction and programme  
- Site Constraints and Constructability  
- Foreign Exchange  
- Impact of Programme delays on concurrent and subsequent contractors  
- Working in a highly operational, live environment
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.2</td>
<td>The <strong>Works Information</strong> is in Part C3 ‘Scope of Works’ section of this contract</td>
</tr>
<tr>
<td>11.2</td>
<td>The <strong>Site Information</strong> is in Part C4 ‘Works Information’ section of this contract</td>
</tr>
<tr>
<td>11.2</td>
<td>The <strong>boundary of the site</strong> is</td>
</tr>
<tr>
<td>12.2</td>
<td>The <strong>law of the contract</strong> is the law of the Republic of South Africa</td>
</tr>
<tr>
<td>13.1</td>
<td>The <strong>language of this contract</strong> is English</td>
</tr>
<tr>
<td>13.3</td>
<td>The <strong>period of reply</strong> is Seven (7) days</td>
</tr>
</tbody>
</table>

### 3 Time

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.2</td>
<td>The <strong>starting date</strong> is 20 March 2020</td>
</tr>
<tr>
<td>31.2</td>
<td>The <strong>completion date</strong> is 18 February 2021</td>
</tr>
<tr>
<td>30.1</td>
<td>The <strong>access date</strong> is Tbc on award of project</td>
</tr>
<tr>
<td>31.1</td>
<td>The <strong>Contractor submits a first (preliminary) programme for acceptance</strong> Within 2 weeks of the contract date</td>
</tr>
<tr>
<td>32.2</td>
<td>The <strong>Contractor submits revised programmes at intervals no longer than</strong> Four (4) weeks due at the end of the month</td>
</tr>
<tr>
<td>35.1</td>
<td>The <strong>Employer is not willing to take over the works before the completion date</strong> The Employer and Others will have access to the works during construction or prior to completion. Such access by the Employer and Others shall not relieve the <strong>Contractor from liability</strong> for the completion of the works in accordance with the Works Information and in terms of this contract.</td>
</tr>
</tbody>
</table>

### 4 Testing and Defects

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>42.2</td>
<td>The <strong>defects date</strong> is Twelve (12) months after Completion of the whole of the works</td>
</tr>
<tr>
<td>43.2</td>
<td>The <strong>defects correction period</strong> is Two (2) weeks</td>
</tr>
</tbody>
</table>

### 5 Payment

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>50.1</td>
<td>The assessment interval is</td>
</tr>
<tr>
<td>50.1</td>
<td>The currency of this contract is the</td>
</tr>
<tr>
<td>51.2</td>
<td>The period within which payment is made is</td>
</tr>
<tr>
<td>51.4</td>
<td>The interest rate is</td>
</tr>
<tr>
<td>6</td>
<td>Compensation events</td>
</tr>
<tr>
<td>7</td>
<td>Title</td>
</tr>
<tr>
<td>8</td>
<td>Risks and Insurance</td>
</tr>
<tr>
<td>84.1</td>
<td>The Employer provides these insurances</td>
</tr>
<tr>
<td>84.2</td>
<td>The Contractor provides the insurance stated in</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Termination</td>
</tr>
<tr>
<td>10</td>
<td>Data for Main Options</td>
</tr>
<tr>
<td>11</td>
<td>Data for Option W1</td>
</tr>
<tr>
<td>W1.1</td>
<td>The Adjudicator is</td>
</tr>
<tr>
<td>W1.2</td>
<td>The Adjudicator nominating body is</td>
</tr>
</tbody>
</table>
### W1.4 The tribunal is

The tribunal is Arbitration

If the tribunal is arbitration, the arbitration procedure is


The place where arbitration is to be held is

Johannesburg, South Africa.

The person or organisation who will choose an arbitrator

The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

### Data for Secondary Option

#### X7 Delay Damages

Delay damages of the works are

Delay damages for each section of the work are ZAR15,000.00 per calendar day up to a maximum of 10% of the total contract value.

#### X13 Performance bond

The amount of the performance bond is

5% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.

#### X14: Advance Payment to the Contractor

Repayment of advance payment

Advance Payment bond is to be valid until delivery of equipment to site

#### X16 Retention

The retention percentage is

N/A

#### X18 Limitation of Liability

The Contractor's liability to the Employer for indirect or consequential loss is limited to

Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>X18.2</td>
<td>For any one event, the contractor’s liability to the Employer for loss of or damage to the Employer’s property is limited to</td>
<td>The total of the Prices</td>
</tr>
<tr>
<td>X18.3</td>
<td>The Contractor’s total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to</td>
<td>The total of the Prices</td>
</tr>
<tr>
<td>X18.4</td>
<td>The Contractor’s total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to</td>
<td>The Contractor’s total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer’s property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor’s risks - Loss of or damage to property (other than the works, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right</td>
</tr>
</tbody>
</table>

Z | The Additional conditions of contract are | Z1 – Z20 |

**Amendments to the Core Clauses**

Z1 | Interpretation of the law |

Z1.1 | Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Project Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing. |

Z2 | Providing the Works: |

Z2.1 | Delete core clause 20.1 and replace with the following: The Contractor provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose |

Z3 | Other responsibilities:
### Z3.1
Add the following at the end of core clause 27:
The Contractor shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.

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

### Z4
Extending the defects date:

**Z4.1**
Add the following as a new core clause 46:
If the Employer cannot use the works due to a Defect, which arises after Completion and before the defects date, the defects date is delayed by a period equal to that during which the Employer, due to a Defect, is unable to use the works.

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

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

### 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

### Z6
Performance Bond

**Z6.1**
Amend the first sentence of clause X13.1 to read as follows:
The Contractor gives the Employer an unconditional, on-demand performance bond, provided by a bank which the Project Manager and the Employer have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.

**Z6.2**
Add the following new clause as Option X13.2:
The Contractor ensures that the performance bond is valid and enforceable until the end of the contract period. If the terms of the performance bond specify its expiry date and the end of the contract period does not coincide with such expiry date, four weeks prior to the said expiry date, the Contractor extends the validity of the performance bond until the end of the contract period. If the Contractor fails to so extend the validity of the performance bond, the Employer may claim the full amount of the performance bond and retain the proceeds as cash security.

### Z7
Limitation of liability:
| Z7.1 | **Insert the following new clause as Option X18.6:**
The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00 |
| Z7.2 | Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Contractor shall be excluded from the calculation of the limitations of liability listed in the contract |

### Additional Z Clauses

#### Z8 Cession, delegation and assignment

| Z8.1 | The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner/trustee (whether provisional or not) of the Contractor |
| Z8.2 | The Employer may cede and delegate its rights and obligations under this contract to any person or entity |

#### Z9 Joint and several liability

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

#### Z10 Ethics

| Z10.1 | The Contractor undertakes: |
| Z10.1.1 | not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract; |
| Z10.1.2 | to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004. |
| Z10.2 | The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination. |
| **Z10.3** | If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1. |
| **Z11** | **Confidentiality** |
| **Z11.1** | All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Project Manager or the Employer, which consent shall not be unreasonably withheld. |
| **Z11.2** | If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Project Manager. |
| **Z11.3** | This undertaking shall not apply to – |
| **Z11.3.1** | Information disclosed to the employees of the Contractor for the purposes of the implementation of this agreement. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause; |
| **Z11.3.2** | Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; |
| **Z11.3.3** | Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time); |
| **Z11.4** | The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the Employer |
| **Z11.5** | The Contractor ensures that all his Subcontractors abide by the undertakings in this clause. |
| **Z12** | **Employer's Step-in rights** |
| **Z12.1** | If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Project Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Contractor |
Z12.2 The Contractor co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Project Manager to achieve this end.

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

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

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

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

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

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

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

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

Z14.5.3 the proper use of the Works.

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

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.

<table>
<thead>
<tr>
<th>Panel of Adjudicators</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name</strong></td>
</tr>
<tr>
<td>Adv. Ghandi Badela</td>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo (Quantity Surveyor)</td>
</tr>
</tbody>
</table>

**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.

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

**Z17 Notification of a compensation event**

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

**Z18 BBBEE Certificate**

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

**Z19 Communication**

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

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

**Z20 Delegation**

As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the Contractor agrees to the following:
As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

**PART C1.2b  CONTRACT DATA**

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Contractor is (Name):</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Telephone No.</td>
<td>Fax No.</td>
</tr>
<tr>
<td>11.2</td>
<td>The <strong>working areas</strong> are</td>
<td>Only the Site Area. See C4 ‘Site Information’</td>
</tr>
<tr>
<td>24.1</td>
<td>The <strong>Contractor’s Key people are:</strong></td>
<td><strong>CV’s to be appended to Tender Schedule</strong></td>
</tr>
<tr>
<td></td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibility:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
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<td></td>
<td>Experience:</td>
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<td></td>
<td>Name:</td>
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<td>Job:</td>
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<td></td>
<td>Responsibility:</td>
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</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>
11.2 The completion date is 18 February 2021

11.2 The following matters will be included in the Risk Register:
- Existing Services
- Access to Site
- Delay in supply of material and/or equipment
- Progress of the works against the program
- Working to accommodate operations at the International arrivals area.

11.2 The Works Information is in Part C3 ‘Scope of Works’ section of this contract

31.1 The programme identified in the ...
C1.3 FORM OF GUARANTEE

PRO FORMA FOR PERFORMANCE BOND

PERFORMANCE BOND

[TO BE REPLICATED ON BANK’S LETTERHEAD]

Brief description of contract……………………………………………………………………………………………

Name and address of Beneficiary…………………………………………………………………………………………

…………………………………………………….. (whom the contract defines as the Contractor).

We, the undersigned ................................................... and..................................... in our capacities as Guarantor’s............................................................................................... of …………….. (Registration Number: ….) (hereinafter called “the Bank”) have been informed that …………………………… hereinafter called the ‘Principal’) is your Contractor under such contract, which requires him to obtain an irrevocable, unconditional performance security.

At the request of the Principal, we …………………………………..(name of bank) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of …………………………………..(the “Guaranteed Amount”) upon receipt by us of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

This guarantee constitute an irrevocable, unconditional, non-negotiable and non-transferable undertaking to pay in accordance with the above, subject to the proviso that this Letter will not be interpreted as extending the Bank’s liability to anything more than the Guaranteed Amount.

Notwithstanding anything to the contrary herein contained, the Bank’s obligation shall be construed as principal and not as accessory to the contract and shall not be delayed or discharged by the fact that a dispute exists between the Employer and the Contractor.

We undertake to pay you such Guaranteed Amount upon receipt by us, within such period of 14 days, of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

The guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa
Signed at ______________________________ on ____________________20....

For:

Registration Number:

________________________

Name & Position

As witnesses:

1. _______________________

2. _______________________


C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:
1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

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

The parties to this Agreement are:

Name of Organisation:

Physical Address:

Hereinafter referred to as “Client”

Name of organisation:

Physical Address:

Hereinafter referred to as “the Mandatary/Principal Contractor”
MANDATORY’S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.

2. “Mandatary” is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.

7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.

8. This Agreement shall be binding for all work the Mandatary undertakes for the client.

9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor’s employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client’s premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and/or their employees are present on the Client’s premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
   a. Public Liability Insurance Cover as required by the Subcontract Agreement.
   b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and/or their Subcontractors and/or their respective employee’s acts and/or omissions on the Client’s premises.
The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client’s premises must be performed under the close supervision of the Mandatary’s employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client’s premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client’s premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practices.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client’s premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client’s machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client’s premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.
FURTHER UNDERTAKING

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

2. The Mandatary confirms that he has been informed that he must report to the Client’s management, in writing anything he/she deems to be unhealthy and/or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client’s employees and other persons in any way whilst performing work on the Client’s premises.

4. The Mandatary understands that no work may commence on the Client’s premises until this procedure is duly completed, signed and received by the Client.

5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 and section 5.1(k) of the Construction Regulations 2014,

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

________________________________________  _______________
SIGNATURE ON BEHALF OF MANDATARY      DATE
(Warrant his authority to sign)

________________________________________
WITNESS

________________________________________
SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

________________________________________
WITNESS
C1.5 ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

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 building.

SECTION B: INSURANCE CLAUSES

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

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

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

1.3 Professional Indemnity
- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.
2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works

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

2.2 Public Liability

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

2.3 Professional Indemnity

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

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

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

3.1 Contract Works

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

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

3.2 Public Liability

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

3.3 Professional Indemnity

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

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

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

4.1 Contract Works

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

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

4.2 Public Liability

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

4.3 Professional Indemnity

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

CAPE TOWN INTERNATIONAL AIRPORT

TENDER NO: CIA6272/2019/RFP

DESIGN, SUPPLY AND INSTALLATION SERVICES FOR BAGGAGE CAROUSELS AT CAPE TOWN INTERNATIONAL AIRPORT

Part C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS
C2.2 ACTIVITY SCHEDULE
C2.3 TENDER DRAWING
C2.1 Pricing Instructions

Remuneration for Design and Build Services

Remuneration for design and build services will be on Priced Contract with Activity Schedule as outlined in the document below (refer to Table below)

The pricing structure is as per the proposal to be submitted by the Contractor

C2.2 Activity Schedule

ACSA’s payment terms as per the ACSA policy for purchasing of equipment are allowed to be in three (3) tranches;
- 50% on date of receipt of a performance bond (invoice to be signed and approved and submitted for payment on this date)
- 25% at the receipt of equipment (in local bonded storage)
- 25% at completion

The payment of 50% upfront will reflect the spot rate quoted on the date of receipt of a performance bond. Forward cover will be arranged for the balance outstanding at the interval of each subsequent payment term.
Final costs will be adjusted in favour of the client should funds under the below schedule remain completely or partially unused.
<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>ACTIVITY DESCRIPTION</th>
<th>PROGRAMME REFERENCE</th>
<th>PRICE (ZAR)</th>
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<tr>
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<td>Preliminary and General items</td>
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<td>Site survey of existing equipment and building</td>
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<td>Detail design</td>
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<td>Decommission existing carousel</td>
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<td>Removal and disposal of existing carousels</td>
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<td>Fabrication/manufacture off site</td>
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<td>Clearing charges</td>
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<td>Interface and interaction with conveyer supplier</td>
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<td>Alterations: Removal of the existing carousel unit and making good of the infrastructure post installation of the new carousel</td>
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<td><strong>TOTAL (including VAT)</strong></td>
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C2.3 Tender drawing
Refer to attached drawing nr: CTIA-T2-DSA-T1-XX-DR-AR-280110-T-0
Part C3: SCOPE OF WORKS
C3.1 DESCRIPTION OF THE WORKS
C3.2 ENGINEERING
C3.3 CONSTRUCTION
C3.4 MANAGEMENT
C3.5 MAINTENANCE, TRAINING AND DOCUMENTATION
C3.6 OHS & ENVIRONMENTAL SPECIFICATIONS
C3.7 ACSA SPECIAL REQUIREMENTS, CONDITIONS AND SPECIFICATIONS
C3.8 TRANSFORMATION, COMMUNITY & B-BBEE REQUIREMENTS
C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Objectives

The objective of this project is for the Contractor to successfully design, manufacture, supply, deliver, install, test and commission two baggage reclaim carousels, a roller bed for Out-of-Gauge baggage, associated roller shutter doors, the electrical system and the control system in accordance with the contract. The area where the equipment is to be installed shall be constructed by Another Contractor who will ultimately be in charge of the Site. However, the contract will be between the Employer (ACSA) and the Contractor for the International Arrivals Baggage Reclaim Area. ("the Works").

C3.1.2 Overview of the Works

The Contractor shall be appointed directly by the Airports Company South Africa Limited. The project comprises of a number of tasks as stated below in no specific order and can be generalised as follows:

- The design of complete functional systems.
- Manufacturing
- Factory acceptance testing
- Supply and delivery
- Site supervision and management
- Installation
- Project Management
- Commissioning
- Site acceptance testing
- Confidence trials

C3.1.3 Extent of the Works

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

- The design of complete functional systems where applicable.
- All electrical works such as wiring, motor control systems, field equipment, etc.
- All system hardware and software required to effectively control the systems.
- All signage such as height restriction, danger and all other signage as may be required in terms of the OHS Act.
- All structural work to complete the system in every sense.
- Removal of all excess rubble from Site on a daily basis.
- Provide full operating and maintenance manuals.
- Perform maintenance and operating tasks during the defects liability period.
- Provide training
- All system hardware and software to enable another party to integrate and supply a system to effectively control and monitor the new equipment remotely.

C3.1.4 Location of the Works

Part of the Works shall be constructed inside the terminal building whilst the other part will be constructed on the airside adjacent the terminal building’s airside façade. All Site Works shall be done at Cape Town International Airport.
C3.2 ENGINEERING

C3.2.1 Design Services and Activity Matrix

The design services as stated here attempt to outline only the primary services.
- Concept, feasibility and overall process – Employer
- Basic Engineering and adequate layouts to bid stage – Employer
- Final design including all equipment, hardware and software – Contractor
- Drawings for construction - Contractor
- All as built documentation and drawings – Contractor
- Maintenance manuals - Contractor

C3.2.2 Employers’ Design – Basic System

C3.2.2.1 Design Rational

The design as completed by the Employer consists of the layout of both carousels, the positions of the respective roller shutter doors, the roller bed and the position of the electrical and control panel. In addition, the control algorithm as well as the control system layout are also described. An allowance for the installation of a 270° gantry over the carousels to accommodate automatic bag tag readers is also described. Note that this gantry and readers are specifically excluded from this scope.

C3.2.2.2 Carousels

The carousels shall be of the flat bed type and bags will be manually loaded onto the carousels. The carousels shall be of an proven design and be proven to be suitable for this specific application.

C3.2.2.3 Roller Bed

The roller bed shall be of the gravity type and will be designed to accommodate Out-of-Gauge(OOG) baggage.

C3.2.2.4 Roller Shutter Doors

Roller shutter doors shall have both a security as well as a fire-resistant function and shall be installed at each penetration through the facade by the respective carousel tracks; i.e. 4 units will be required. Note that the same door for the OOG roller bed is specifically excluded and will be provide for by others.

C3.2.2.5 System Maintainability

The system shall be easy operate and maintain. In designing the system, attention must be given to minimising the spares required to maintain the system. Careful attention shall be given to the positioning of drives and all control elements on the carousels to ensure that the replacement and/or operation of these elements is easily achievable.

C3.2.3 Employers’ Design – Mechanical Supply

C3.2.3.1 Carousels

The carousels shall have a continuous conveying surface of anti-static PVC overlapping slats which shall be fire retardant to ISO 340. The carousels shall be of the flat type only and shall
have a nominal claim width of 1,000mm. The carousels shall be equipped with an electronic soft start mechanism whereby power to the chain is gradually increased to full power over a period of some seconds by means of a friction drive or a similar approved type –note that caterpillar type drives shall not be allowed. The nominal speed of the reclaim surface shall be about 0.35 m/s to 0.4 m/s.

The carousels shall be fitted with adjustable feet to accommodate variance in floor level. The said feet shall be fitted with rubber pads for reduced noise and vibrations. The existing floor finish is tiles and should the Contractor wishes to fastened the feet onto concrete it shall be the Contractor's responsibility to expose the concrete.

The carousels shall be fitted with polished to 240 grit (or as approved), stainless steel cladding, sections, etc. at the passenger facing side only having a minimum thickness of 2.5mm. Parts of the carousels not visible to the passengers shall be cladded with mild steel plates having a minimum thickness of 2.5mm and powdered coated to RAL7001 or another approved colour. The carousels shall also be fitted with a kick-plate recessed beneath the carousel cladding. The kick-plate shall have a black finish to RAL9005 or as approved. Emergency stops shall be installed at regular intervals around the carousels. The emergency stops shall be recessed into the cladding of the carousel and fitted with shrouds to ensure that they are not accidentally pressed.

C3.2.3.2 Roller Bed

The roller bed shall consist of heavy duty rollers at not more than 100mm centres with the rollers having all the same diameter of not less than 65mm. The top of the rollers shall be at a height of about 500mm to 300mm above FFL and the flat bed structure shall have dimensions of 1,200mm x 5,000mm. The level of the roller bed shall be generally decline into the terminal building; i.e. from 500mm to 300mm. The roller bed shall be free standing having its own support structure and frame made of suitable aluminium elements. The structure shall be bolted to the concrete floor by using suitable chemical anchors. It shall be the Contractor's responsibility to chip away the current tiles where applicable and then reinstate and finish off the floor afterwards. The complete system (structure and rollers) shall be designed to withstand the vertical and lateral impact of hard items weighing up to 50kg being dropped onto the system from a height of about 1,500mm; thus, resulting in absolutely no permanent visual deformation or any other failure. The rollers shall be fitted with sealed for life bearings and have a low operating noise; noting that the roller bead will protrude inside the reclaim area.

C3.2.3.3 Roller Shutter Doors

The roller shutters shall be manufactured with a suitable mild steel and coated with a paint suitable to act as a fire door having a 2hr duration as well as a physical security barrier. The roller shutter shall be wide enough so that it spans the full width of the baggage-conveying surface to which it is integrated. The unit shall include guide channels along its edges. The unit shall be designed in such a way that the shutters move up and down smoothly within the guide channel with no intermittent stopping or grabbing. The roller shutter shall be housed within a pelmet. The pelmet shall be easily removable to allow for ease of maintenance. The guide channel shall be installed in such a way that it will not cause baggage jams or tear the tags from the baggage. A sensor shall be included at the top and bottom limit of the roller shutter’s movement to relay status information (i.e. open or closed) to the control system. A triple row draught curtain shall be installed immediate adjacent and on the reclaim side from the roller shutter door. The material of the draught curtain shall be made of a heavy duty black material with sound absorbing characteristics. The Contractor shall also be responsible for the makeup sections between the walls and the guide channels; the latter to be of stainless steel where visible to the passengers.
C3.2.4 Employers' Design – Low Level Control System Hardware and Functionality

C3.2.4.1 Introduction

The objective of the control system is to manage the overall co-ordination of conveying tasks and to eliminate any manual interaction. The control system will form the key to the successful system operation. The Contractor is responsible to ensure that the offered system functions reliably and is capable of all functional and operational requirements as specified or implied. The Contractor shall provide a hierarchical structured control system, including all required system components, wiring and software for controlling the overall system. This control system shall also interface to the high-level control and monitoring system; the latter will be done by others, but the monitoring and control signals shall be made available by the Contractor.

C3.2.4.2 Control system definitions

a) Level 1 - Control Elements
   Level 1 of the control system includes all sensors, interfaces and other signal sources indicating sensor/signal inputs and status of the mechanical and operational systems.

b) Level 2 – PLC
   The PLC shall collect the signals and/or information provided by the level 1 source and interprets the information. The PLC shall co-ordinate the functional sequences within its section. Information relating to the functional status of level 1 sources as well as its own functional status together with the control signals shall be available on a suitable module.

c) Level 3 – SCADA
   The PLC needs to generate the required tags for all the elements of the complete system and made them available on a TCP/IP or Profibus.

C.3.2.4.3 System Architecture

The following points summarises the fundamentals of the architecture:

- Single PLC
- Distributed motor control or another approved system
- Dual AS-i bus or another approved system.
- Separate AS-i bus for the emergency stop system or another approved system.

C.3.2.4.4 Interface Specifications

Hardware

- There must be seamless connectivity from any field device such as decoders, PEC’s, motor starters, etc.
- No programming should be required to obtain device configuration, dynamic data and remote-control abilities from and to devices into a centralised SCADA.

C.3.2.4.5 Control Functionality

Carousel and associated Roller Shutter Doors

Once the start-up sequence has been initiated, an audible alarm and flashing (not rotating) amber light shall be energized at the location of the carousel to alert the passengers and other persons of the eminent running of the carousel. After a pre-determined period of about 10
seconds, the associated roller shutter doors will open and once fully opened; i.e. the upper limit has been reached, the carousel shall start-up. Conversely, the shutdown sequence, once initiated shall allow for the carousel to stop and then the associated roller shutter doors will close but only if no obstruction (or bag) is in the closing path of the roller shutter door. The latter shall be effected by installing a sensing device monitoring the area below the door.

C3.2.4.6 Controls

In general, the primary hardware required to control the various sections shall be:
A singular panel shall be installed in a position that is accessible and reasonably central to the two carousels at the baggage off-loading area and shall house and integrate all the electrical supply, devices, elements, controls, etc. required. Mains power at shall be distributed to the panels by Another Contractor, but the Contractor shall terminate this cable inside the panel. The panel shall, inter alia, house the following:
- The PLC and associated I/O which shall control and provide the status of the roller shutter doors operation and carousels.
- An equipment panel which shall house all the necessary control equipment to operate the conveyor section such as power transformers, circuit-breakers, terminals, etc. in its various compartments.

The following shall be provided as part of the above-mentioned panel separately for each carousel which can be used by the system “maintenance and operations” staff:
- Auto/Manual selector switch
- Start pushbuttons
- Stop pushbuttons
- Emergency stop push button
- Reset push button
- Lamp test push button
- Back indication lamps
- Push buttons for the individual manual control of the roller shutter doors.

Satellite controls with back-indication shall also be installed at the off-loading section of each carousel to allow the operators direct control of the carousels. These controls shall be housed in a suitable box and be installed on a floor mounted stainless goose-neck pole.

C3.2.5 Design Brief

C3.2.5.1 General Design Requirements – Responsibilities

The design of the system shall conform to all the standards and specifications contained or implied in this document as well as all statutory requirements whether mentioned in this document or not. It shall be the sole responsibility of the Contractor to design, supply and install a fully functional system. The design of the Employer is for bid purposes only.

C3.2.5.2 General Design Requirements - Structures

Justification and Compliance
The Contractor shall perform detailed calculations for the proposed structural design including a detailed analysis with references to codes and standards, in instances where non-typical structures are deployed. These calculations shall be submitted to the Project Manager if so requested without delay.
Loading Criteria
Support structures for more than one element of the system shall be free standing assemblies, capable of supporting the total complement of elements, each loaded to its maximum specified capacity. The structure shall be stable and safe under maximum dynamic loading conditions. Individual element support connections shall be designed for a maximum load consisting of the element’s weight plus full load.

Dynamic Loads
All structures shall be braced to withstand dynamic point load impacts caused by vertical and lateral loads resulting from the transfer of baggage. The structures shall take the dynamic load impact of people walking on the carousel in addition to the load impact caused by maximum baggage loading.

C.3.2.5.3 General Design Requirements - Mechanical Requirements

Careful consideration shall be given to matters of detail to ensure that the labels, straps, etc. cannot be trapped or torn from the bags. The design shall, inter alia, allow for sidewalls to form a continuous line without any steps or gaps and plate metal sections shall always butt to form a smooth transition.
In the design of the systems, reduction of noise to an absolute practical minimum shall be achieved with particular attention being given to the selection of the individual drive components, rollers and slat material.
All carousels shall be designed so that they can be stopped and started when fully loaded.
Attention should be paid to accessibility of all parts requiring or liable to require maintenance at any time. Care should be taken in the locating of drives to ensure all equipment can be removed for repair and replacement.
The systems shall be designed with a view to minimise both tactical and long-term spares holdings, and interchangeable parts shall be used.
All components not being wear and tear items shall be designed to give a life of 15 years without replacements of major parts. This is based on a normal operating time of 20 hours per day, seven days per week.

C.3.2.5.4 Loading and Operating Requirements
The pay load rating for each carousel shall take into consideration the following per running meter:
- The dynamic peak load: 100kg.
- Static pay load rating for conveyor structural design requirements: 150 kg
- Maximum/minimum bag mass: 35kg/1.5kg
- Maximum/minimum dimension of a single bag: 900mm/350mm x 750mm/350mm x 450mm/150mm
- Minimum baggage headroom: 750 mm
- All driving machinery shall be capable of running for 20 hours daily at the rated load of the conveyor system and shall be designed for 150 stops and starts daily. The Contractor must be able to substantiate these calculations if so requested by the Project Manager.

C.3.2.5.5 General Design Requirements – Safety
In addition to specific safety devices stated elsewhere, the design and construction of the baggage system shall be such that the danger to operating and maintenance personnel and all other persons in the vicinity of the system is minimised.
Particular attention shall be paid to the design of guards, side-cladding, slats, rollers and drives to eliminate any trapping conditions which could endanger persons. Each drive shall be mounted on a substantially fabricated steel combination bedplate with machined surfaces to ensure accurate alignment of the components.

C.3.2.5.6 Noise and Vibration

Noise and vibration shall be kept to a minimum by the selection of quiet running rollers, slats, motors, drives, etc. Transmission of noise and vibration shall be minimised by the use of resilient pads or anti-vibration mountings if so required. The Contractor shall ensure that no unduly high shock and vibration loading are imposed at start-up and a variable speed drive shall control the speed ramp-up when it is started. A-weighted noise measured in any direction at a distance of not less than 1 meter from any section or portion of the carousel shall never exceed 60dBA. This measurement relates to the carousel system when unloaded.

C.3.2.5.7 Dials and Gauges

All necessary gauges, dials, indicators, instruments, name plates, etc. shall be sufficiently large and clear to read quickly, from a distance of 1.5 m with no effort.

C.3.2.5.8 Finishes and Protective Coatings

All metal surfaces shall be powder coated to RAL7001 or another approved colour; unless a stainless steel finish has been specified. The powder coating shall be a 1:1 mix of epoxy and polyester.

C3.2.5.9 General Design Requirements – Security/Fire Roller Shutters

Roller shutters shall be manufactured of mechanically strong material suitable for the application. It shall be powder-coated to RAL7001 or another approved colour. The roller shutter shall be wide enough so that it spans the full width of the baggage-conveying surface. The unit shall include guide channels along its edges. The unit shall be designed in such a way that the shutters move up and down smoothly within the guide channel with no intermittent stopping or grabbing. The roller shutter shall be housed within a pelmet. The pelmet shall be easily removable to allow for ease of maintenance. The guide channel shall be installed in such a way that it will not cause baggage jams or tear the tags from the baggage. A sensor shall be included at the top and bottom limit of the roller shutter’s movement to relay status information (i.e. open or closed) to the control system. The roller shutter doors shall be such that it will be safe under all circumstances; i.e. it shall not cause injury to persons or damage to baggage, equipment or any other infra-structure. A triple row draught curtain shall be installed immediate adjacent and on the landside from the roller shutter door. The material of the draught curtain shall be made of a heavy duty black material with sound absorbing characteristics.

C.3.2.5.10 Electrical Requirements

General
The Contractor shall provide, install and commission, all the electrical systems, equipment and controls, whether specified or not, that are necessary for the efficient completion and the safe control and operation of the baggage reclaim system as is specified or implied in this document. The electrical equipment and installation shall conform to SABS 0142 as amended. The electrical control systems shall be designed for maximum security, reliability and for easy access and maintenance. Only well tried and proven circuits and components shall be incorporated. Electrical and control equipment shall be selected to minimise the number of different types and sizes. All equipment shall be readily available in South Africa. Equipment of the same type and size shall be completely interchangeable without modifications or additions. Except for consumable items which normally require replacement more frequently, no part shall have a life from new to replacement or repair of less than 5 years normal operation and where major dismantling is required to replace a part, such life shall not be less than 10 years. Electrical contactors and switches shall have a minimum life under normal full load working conditions of 5 million operations without replacement of any part and two hundred thousand operations without maintenance of any kind. Relays and light current switching devices shall not require maintenance of any kind before completing five million operations under normal full working load.

**Electrical Supply**

A 420V(+10%-15%), 50 Hz, 3 phase, 5 wire supply shall be provided to the incoming section of the power distribution panel by Another Contractor.

**Electrical Panel Construction**

The panel shall be of the sheet steel with a minimum thickness of 2.5mm and be of the front access type. The Contractor shall include for the provision of necessary fixings, brackets, clamps, levelling pads or other steelwork for the installation of the panels. The panel shall be arranged for top and bottom cable entry. Each enclosure shall be made up of a standard module of the type permitting safe maintenance or cabling of individual circuits or subsequent equipping of skeleton circuits with adjacent circuits. Each module shall be provided with positive mechanical interlocks to prevent access to circuit compartments until isolated. Provision shall also be made for the locking of any module in the ‘Off’ position. Phase segregation barriers shall be provided with modules and when isolated a module shall be entirely free from exposed live conductors and terminals. The equipment shall be arranged to limit the possible spread of fire from one compartment to another, or along wire ways. The pane shall be installed on the outside and shall therefore be suitable for outdoor use and be constructed to satisfy an IP rating of 56. Both the electrical supply section as well as the control section shall have adequate space for the fitment of at least 2 extra circuit breakers and at least 6 additional network terminations respectively.

**Incoming Section**

The incoming section shall accommodate a mains circuit breaker and all necessary fixed switches for control of supply to all separately mounted equipment. This breaker shall be operated by an external handle which shall, when closed, interlock to prevent access to this
compartment. Internal power distribution shall be by bus bars. A LED cluster shall be provided to indicate that the panel is energised. In addition, current meters are to be supplied. A 24 Volt (or any other approved low voltage), 50 Hz supply transformer and fuses shall be provided for supplying low voltage control and indication circuits.

Motor Control Gear

All motor starters shall be local to the actual motor. Access to these units shall in all instances be unhindered.

Overload and Phase Failure Protection

Overload protection shall be provided by the use of three phase or single phase thermal overloads as required. On operation, the thermal overload unit shall break the motor contactor circuits. Three phase overload units shall also be fitted with phase failure relays to give protection in the event of a failure to any phase. A voltage-free pair of auxiliary contacts shall be fitted to the overload unit to give a remote auto-trip alarm.

Short Circuit Protection

Short circuit protection of the electric motor and the control circuit shall be by fast acting circuit-breakers and solid removable neutral links. A separate fuse shall be fitted to control circuits.

Internal Wiring

Internal wiring of the panel shall be of single core PVC-insulated cable, the minimum size of which shall be 1.5 mm\(^2\). Cables shall be installed in a neat manner and shall, where required, be secured together by the use of purpose-made cable ties to the approval of the Project Manager. The securing of cables by self-adhesive tape will not be accepted. All cables entering or leaving the enclosure shall be via purpose-made holes cut with a rotary cutter or other approved manner and protected by purpose-made grommets of the correct size. Each cable shall be identified with purpose-made plastic markers.

Status Indicators (LED’s)

All visual status indicators shall be LED clusters. The design shall permit removal and replacement of singular LED’s. The colour code of all conveyor status indicating LED clusters shall be as follows:

- Conveyor running indicators: green
- Conveyor stopped indicators: red
- Emergency stop/fault indicators: amber

Labels

Labels shall be provided for every panel to describe the duty of, or otherwise identify every instrument, relay, push button, indicator lamp or items of equipment mounted internally and externally. The wording shall be in English only, clear, concise and unambiguous and shall be approved by the Supervisor before manufacture if so required by the Project Manager. Each label shall be permanently secured to the panel surface immediately adjacent to the item to which it refers. Internally and externally fitted labels shall be finished in white with engraved letters and numbers fitted with black laminated material such as Traffolyte. Labels shall also be fitted to provide warnings or reminders of dangerous or potentially dangerous circumstances.
Motors

All motors shall be 3 phase motors and rated to be used with the supply voltage as specified elsewhere.
The motors must comply to SABS IEC 60034-1.
Motors shall have grease lubricated ball and roller bearings with grease relief facilities and a calculated design life of 50,000 hours and suitable for direct on-line starting.
All motors shall be routine tested at the manufacturer’s works to SABS IEC 60034-1 or equivalent and test certificates shall be supplied to the Supervisor if so required. All motors shall be sized to effectively operate the equipment under the specified conditions and service at 80 % of its full load rating.

Earthing

The metal frames and casings of the conveyor system and all drive machinery frames and all control button stations shall be earth bonded together and earthed to an earth bar, provided at the control panel.

Limit Switches

Limit switches shall be of the heavy type design and housed in watertight, dust tight, metal clad enclosures and shall be direct acting. They shall be arranged to be ‘fail-safe’ wherever practical.

Emergency Stops

Emergency stop push-buttons shall each be provided with a shroud and a lockout action necessitating the attendance of an operator to reset the devices. The Supervisor, prior to installation, shall approve the required locations for emergency stop push buttons. Emergency stops shall not be positioned where they can be accidentally activated.

Photo-Electric Cells

Photo-electric cells shall be of the retro-reflective type. They shall be securely mounted on a rigid bracket. Both the receiver/transmitter and reflector shall be easily accessible to allow for easy cleaning. The receiver/transmitter shall be fitted with LEDs indicating the status of the photo-electric cell.

C.3.2.5.11 Programmable Logic Controllers

The Programmable Logic Controller (PLC) shall be supplied for direct interfacing between all input and output devices.
EEPROM or Flash EPROM shall be utilised and contain the latest programme. A simple means shall be provided for downloading the programme to the PLC processor.
The PLC shall have a minimum of 35 % excess memory for future programme updates, and each remote I/O shall have space for adding 25 % more modules.
The PLC shall be equipped with redundant ports to enable a dual link interface for communication to the higher control and monitoring level - SCADA.
A fully annotated printout and soft copy of the latest software in the English language only must be provided. In addition, the required software (compilers, linkers, etc.) and hardware (computers and peripherals) shall be provided. As a minimum, these shall be capable of (under password protection):
- Transferring an entire programme from a PLC processor
• Displaying at least 7 rungs in a ladder diagram format
• Making off-line revisions to time and counter pre-set values
• Making off-line revisions to the programme
• Transferring the revised programme to the PLC processor
• Monitoring on-line I/O status during operation
• Storing Programmes on a “soft” medium.
• Producing a hard copy (printout) of the programme including all annotations and I/O tables

C3.2.5.12 Functional Requirements

Testing
All live testing for the purpose of taking-over by the Supervisor shall be conducted by using 90 bags, boxes or any other approved container that have been loaded to at least 32kg. These items shall be provided as a non-measurable item and shall remain the property of the Contractor.

The factory acceptance test (FAT) is required to allow for the client to evaluate the equipment during and after the assembly process by verifying that it is built and operating in accordance with design specifications. The FAT will take place at the factory where the belts will be manufactured. The successful bidder will be required to develop and propose a detailed test plan and associated protocol for the approval by the client, prior to the FAT. Detailed testing checklist, including pass/fail criteria will also be proposed by the successful service provider and accepted by the client.

The contract will include a budgetary amount for associated expenses for the purposes of factory acceptance testing to allow for the following:

• To achieve independent proof of functionality, quality and integrity with our comprehensive checking process
• Verify all important documents, such as manuals, instructions, plans, drawings, piping and instrumentation diagrams (P&IDs)
• Ensure that the equipment performs as expected under the testable range of likely conditions, including mishandling and error.
• Initial hands on training to the client.
• Identify and discuss required and recommended spare parts (for start-up and first year of operation) and review maintenance procedures and equipment limitations.

Availability

System Up-time
Downtime caused by E-stops, external power failures, incorrect usage of the equipment, preventative maintenance, routine maintenance, etc. shall not be part of the equation to calculate system up time.

Confidence Trials
These trials shall last for a minimum period of seven consecutive calendar days starting on the day that the respective carousels are in full operational use meaning actual arriving flights are off-loaded onto these carousels. A day shall mean the time that the system is actually required to deliver bags to passengers. Confidence trials shall be completed successfully once each carousel has been operated without any problems and or any undue down-time for a period of seven consecutive days and proven to the Supervisor.

C3.2.7 Design Procedure
C3.2.7.1 Design Change Procedures

Any proposed design changes must be submitted to the Project Manager in writing for consideration. The design changes will be examined by the Project Manager in conjunction with the professional design team where applicable. Should the design changes be approved, a confirmation will be received in writing from the Project Manager within the prescribed time period. This includes changes to the costs, design, timing, function, sequence of works or any other item which may impact on the delivery of this or other projects running concurrently.

C3.2.7.2 Record Keeping and Tracking of Documents

The Contractor is expected to set up a system for record keeping and tracking of changes to documents. This system must be approved by the Project Manager at the outset of the project if so requested by the Project Manager.

C3.2.8 Drawings

Drawings shall be produced by the Contractor according to an international recognized standard. All drawings to be supplied by the Contractor have to be listed in the MASTER DOCUMENT INDEX (MDI). All drawings shall be made available as a soft copy. As a minimum, the MDI has to indicate the following drawings for approval:

- Wiring diagrams
- Installation drawings
- As-built drawings
- Documentation drawings for Maintenance Manuals.

Drawings shall be prepared specifically for this contract and not be marked-up drawings.

All drawings issued by the Employer or Project Manager shall be checked by the Contractor to confirm its accuracy; unless the Employer or Project Manager specifically states that a particular drawing is accurate. Only one copy will be issued to the Contractor and the Contractor shall reproduce any further copies at his own expense. The Project Manager may issue drawings to the Contractor from time to time during the contract period. Drawings and other site details required by the Contractor shall be requested timeously by the Contractor.

Dimensions shall never be scaled from any drawings even if a drawing has been drawn to scale and only clearly stated dimensions shall be used.

Detailed drawings shall be produced by the Contractor during the design phase so as to enable the Contractor to accurate size the equipment, clearances required, interfaces, etc. The Contractor shall issue updated drawings to the Project Manager on a regular basis during the design phases. These drawings shall be available in either A0, A1, A2 or A3 prints and in electronic format.

As built drawings shall be produced by the Contractor and shall be included in the final documentation.

The contractor has to provide a 3D model of the carousels to enable clash detection in Autodesk BIM360

C3.2.9 Drawing Issued for Bid

The following drawing has been issued for bid purposes only:

<table>
<thead>
<tr>
<th>Drawing Number</th>
<th>Revisions</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>CTIA-T2-DSA-T1-XX-DR-AR-280110-T-O</td>
<td>-</td>
<td>T1 NEW BAGGAGE CAROUSEL LAYOUTS</td>
</tr>
</tbody>
</table>
C3.3 CONSTRUCTION

C3.3.1 Applicable Standards

The installation shall be erected and commissioned in compliance with the latest amendments of the Acts, Regulations and Standards. Specific mention is made of:

- The local airport Fire Regulations.
- Electrical Wiring – SABS 0142; Welding – SABS 044; Structural Steel – SABS 1431; Preparation of Steel Surfaces – SABS 064; Quality Control – SABS ISO 9000 to SABS ISO 9004.

Please note that conformance to good engineering practices, other accredited standards, regulations and specifications are not limited to only those stated here above.

C3.4 MANAGEMENT

C3.4.1 Management of the Works

Planning and Programming

The project shall be managed in terms of 5 primary milestones; i.e. detail design complete, factory acceptance complete, shipping start/finish, installation start date and handover complete.

Detail Design Complete

The detail design will be completed once the Project Manager has signed off the complete data pack:

i. Letter of Award
ii. Technical clarifications
iii. Contract signing
iv. Engineering
v. Design development
vi. Design sign-off

Factory Acceptance Complete:

i. The Supervisor or his duly authorised representative has signed off equipment.
ii. The Contractor has signed off equipment and in particular by the individual responsible for quality assurance.

Shipping Start/Finish:

i. All relevant paperwork in place
ii. Equipment delivered to Site
iii. Equipment signed off by the Supervisor or his duly authorised representative
iv. Equipment signed off by the Contractor.

Installation Start Date:

i. Site has been formally handed over to the Contractor.
ii. All regulatory requirements have been met.
Site Handover Complete
   i. Commissioning
   ii. Acceptance testing
   iii. Taking Over
   iv. Confidence trial

Quality Plan
All of the above-mentioned as contemplated in paragraph C3.4.1 shall be executed in terms of an integrated Quality Plan. The details of this plan shall be submitted to the Project Manager, should it be requested accordingly.

C3.4.2 Sequence of the Works
It is anticipated that the equipment will initially be installed where after others will install and fit the infills. Therefore, the Contractor must allow for the protection and covering of the equipment once installed. As soon as the infills have been completed the Contractor shall proceed with the commission of the systems.

Management Meetings
The successful bidder shall be required to attend management meetings at Cape Town International Airport or any other meeting place within a radius of 20km from the airport to discuss issues relating to the project. The frequency of the meetings shall be two per month. At least one representative of the Contractor attending these meetings must have the authority delegated to them to make decisions regarding planning, changes and project finance. Depending on circumstances and subject to agreement by both contracting parties, the meeting frequency may be adjusted.

Daily Records
The Contractor shall keep records of all minutes of all site meetings, daily site events, daily site incidents, daily records of resources (people and equipment employed), a site instruction book and a complete set of contract working drawings. These documents shall be available to mandated ACSA persons or its mandated representatives concerned with the contract.

The Contractor shall maintain a daily site record of all activities conducted in the field. This record shall include a detailed list of all work done, any personal injuries related to the fieldwork, and any relevant comments.

In addition, the following documents shall be maintained as part of the daily site records:
   i. Programme
   ii. QA Programme
   iii. Safety Statistics
   iv. BOM on site
   v. Site Variation Orders and other instructions
C3.5 MAINTENANCE, TRAINING AND DOCUMENTATION

C3.5.1 Maintenance

All equipment and components shall be fully covered by an all-inclusive guarantee for a period of 12 months after the successful completion of the confidence trials.

C3.5.2 Operating Manuals

This manuals shall provide sufficient information for the operation of the system and shall include the following as a minimum:

i. Description of all parts and operations
ii. Description of all controls and their functions
iii. Procedures for starting and stopping
iv. Emergency and/or alternate procedures in the case of breakdowns, power failures, etc.
v. Fault finding
vi. Checks by the operator(s) on start-up

C3.5.3 Maintenance Manuals

These manuals shall have all the information to ensure that the system will be properly maintained. It shall be comprehensive to the extent that a technician can service the system. Fault diagnostics shall also be included so that faults can be traced and components are exchanged with a minimum of difficulty. Sections covering the following aspects shall be included as a minimum:

i. Functional description of the system.
ii. Mechanical and electrical diagrams and drawings
iii. A detailed parts list.
iv. Troubleshooting and fault finding.
v. Preventative maintenance, which shall include a comprehensive check list for each and every type of service.
vi. A list of all standard and non-standard tools required
vii. A recommended list of spares that must be kept in stock as well as minimum spare stock levels.

Bidders shall provide a full and comprehensive maintenance activity schedule as part of the bid submission. The schedule shall entail the following information for each type of component/equipment:

i. Description of activity
ii. Frequency of activity
iii. Resources required; i.e. tools, spare parts, consumable & manpower
iv. Time per activity
v. Various types of services
vi. Total man-hours required to complete each type of service

C3.5.4 Drawings

Drawings shall be specific to this Contract and not marked-up standards. Two bound A3 sets as well as a soft copy of the complete installation in editable Autodesk Revit format as well is in...
a .pdf format, that show the as-built installation must be compiled and issued to the Project Manager.

C3.5.5 Spare Parts

The Contractor shall for the duration of the defect liability period stock spare parts. A detailed list of spares parts as well as prices must accompany the Bid submission; proprietary equipment and components to be flagged accordingly. This parts list must be upgraded to also form part of the final documentation and must then include a full inventory of replacement parts, parts descriptions, identification, quantities, name of suppliers and part numbers. Please note that spare parts that may be required for commissioning and testing purposes shall not be a measurable item.

C3.5.6 Training

C3.5.6.1 Operating Staff

Operating staff is defined as the staff that will operate the system as well as nominated representatives from the Employer. The training syllabus shall be developed in accordance with the Operating Manuals. It is foreseen that one training session, having a duration of note more than 60 minutes, attended by 8 persons will suffice.

C3.5.6.2 Maintenance Staff

Maintenance staff are defined as the staff that will normally maintain the system to ensure that it perform at optimum levels at all times. The syllabus of the training course shall be the Maintenance Manuals. Bidders must propose the duration to present one course to 8 persons.
C3.6 OHS & Environmental Specifications

C3.6.1 Occupational Health And Safety Specifications
(Refer Specification by Health and Safety Agent Annexure 3.6.1)
## C3.6.2 ACSA Baseline Hazard Identification Risk Assessment

### Baseline Risk Assessment

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Design, Supply and installation services for baggage carousels at the Cape Town International Airport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document Number</td>
<td>HIRA 1</td>
</tr>
</tbody>
</table>

### 1. Risk assessment of the Project

<table>
<thead>
<tr>
<th>Category</th>
<th>Risk Definition</th>
<th>Description: Consequences (can lead to)…</th>
<th>Examples of what to look out for…</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category A</td>
<td>Catastrophic</td>
<td>One or more multiple deaths and complete loss or destruction of equipment</td>
<td>A major accident</td>
</tr>
<tr>
<td>Category B</td>
<td>Hazardous</td>
<td>Serious injuries or minor equipment damage</td>
<td>Large reduction in safety margins, a reduction in the ability of the operators cannot be relied upon to perform their tasks accurately or completely</td>
</tr>
<tr>
<td>Category C</td>
<td>Major</td>
<td>Minor injuries or minor equipment damage</td>
<td>A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency.</td>
</tr>
<tr>
<td>Category D</td>
<td>Minor</td>
<td>Incidents</td>
<td>Operating limitations are breached. Procedures are not used correctly.</td>
</tr>
<tr>
<td>Category E</td>
<td>Negligible</td>
<td>Negligible or inconvenience</td>
<td>Few consequences, No safety consequences. Nuisance</td>
</tr>
</tbody>
</table>
2. Generic Hazard Assessment of the Project

<table>
<thead>
<tr>
<th>Likelihood Probability</th>
<th>Description</th>
<th>Examples of what to look out for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category 1</td>
<td>Extremely Improbable (Rare)</td>
<td>Almost inconceivable that the event shall occur</td>
</tr>
<tr>
<td>Category 2</td>
<td>Improbable (Seldom)</td>
<td>Very unlikely that the event shall occur. It is not known that it has ever occurred before</td>
</tr>
<tr>
<td>Category 3</td>
<td>Remote (Unlikely)</td>
<td>Unlikely but could possibly occur. Has occurred rarely.</td>
</tr>
<tr>
<td>Category 4</td>
<td>Occasional</td>
<td>Likely to occur sometimes. Has occurred infrequently.</td>
</tr>
<tr>
<td>Category 5</td>
<td>Frequent</td>
<td>Likely to occur many times or regularly. Has occurred frequently or regularly</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Catastrophic</th>
<th>Hazardous</th>
<th>Major</th>
<th>Minor</th>
<th>Negligible</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
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<tr>
<td>Frequent</td>
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<td>5A</td>
<td>5B</td>
<td>5C</td>
<td>6D</td>
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<td>4B</td>
<td>4C</td>
<td>4D</td>
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<tr>
<td>Remote</td>
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<td>3A</td>
<td>3B</td>
<td>3C</td>
<td>3D</td>
</tr>
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<td>Improbable</td>
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<td>2A</td>
<td>2B</td>
<td>2C</td>
<td>2D</td>
</tr>
<tr>
<td>Extremely Improbable</td>
<td>1</td>
<td>1A</td>
<td>1B</td>
<td>1C</td>
<td>1D</td>
</tr>
</tbody>
</table>
### Required to Complete a Generic Hazard Assessment of the Project

<table>
<thead>
<tr>
<th>Generic Hazard</th>
<th>Specific component of Hazard</th>
<th>Hazard related consequence</th>
<th>Existing defences to control risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site establishment</td>
<td>Delivering of containers and materials; increased vehicle movements and location of services</td>
<td>Operational disruptions, incidents and service disruptions</td>
<td>Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily</td>
</tr>
<tr>
<td>Site Access</td>
<td>Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations</td>
<td>Injuries to Airport users, traffic build up, operational delays, vehicle incidents</td>
<td>Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.</td>
</tr>
<tr>
<td>Persons on airside</td>
<td>Accidents and injuries</td>
<td>Injury to persons/Fatality</td>
<td>All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure), hearing protection, safety shoes &amp; hard hats (if required). An airside safety plan must be submitted before commencement of work.</td>
</tr>
<tr>
<td>Vehicles on airside</td>
<td>Accidents and injuries</td>
<td>Damage to aircraft/vehicles/property/persons</td>
<td>All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and is to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access.</td>
</tr>
<tr>
<td>Driving on airside</td>
<td>Incidents</td>
<td>Damage to aircraft/vehicles/property/persons</td>
<td>Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio Licence training and be in the possession of an AVOP 3 permit. The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will...</td>
</tr>
<tr>
<td>Generic Hazard</td>
<td>Specific component of Hazard</td>
<td>Hazard related consequence</td>
<td>Existing defences to control risk</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------</td>
<td>---------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Driving on runways and taxiways without permission</td>
<td>Incursion (include definition)</td>
<td>Collision with aircraft/property damage or fatality/ies</td>
<td>Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio licence (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.</td>
</tr>
<tr>
<td>Noise</td>
<td>Health Risks</td>
<td>Noise induced hearing loss</td>
<td>Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation programme and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA’s Project Leaders written permission.</td>
</tr>
<tr>
<td>Jet blast</td>
<td>Potential injuries and property</td>
<td>Damage to vehicles/property/persons</td>
<td>Signage warning against jetblast is installed at high risk areas. Risks associated with jetblast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75 meter clearance behind aircraft to be observed to prevent jetblast. Contractors to be aware of aircraft movements</td>
</tr>
<tr>
<td>Perimeter fence breach</td>
<td>Security risk</td>
<td>National Key Point Violation</td>
<td>Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3 meter of the perimeter fence.</td>
</tr>
<tr>
<td>Crane operation(s)</td>
<td>Height of crane</td>
<td>Flight path obstruction/collision with aircraft</td>
<td>30 meter height restriction procedure – refer to Airfield Operation Department for further information</td>
</tr>
<tr>
<td>Weather</td>
<td>Adverse weather conditions</td>
<td>Damage to aircraft/vehicles/equipment</td>
<td>Weather warnings are issued by the Airside Safety Department as and when necessary</td>
</tr>
<tr>
<td>Generic Hazard</td>
<td>Specific component of Hazard</td>
<td>Hazard related consequence</td>
<td>Existing defences to control risk</td>
</tr>
<tr>
<td>----------------</td>
<td>------------------------------</td>
<td>---------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Construction works</td>
<td>Foreign Object Debris (FOD)</td>
<td>Ingestion into aircraft engine</td>
<td>Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)</td>
</tr>
<tr>
<td>Construction works</td>
<td>Working at Height</td>
<td>Injury /fatality</td>
<td>Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included.</td>
</tr>
<tr>
<td>Construction works</td>
<td>Storage of hazardous chemicals substances</td>
<td>Contamination/fire/ injury to persons/environmental impact</td>
<td>ACSA’s Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue are to be notified where a spill occurs.</td>
</tr>
<tr>
<td>Construction works</td>
<td>Waste</td>
<td>Attracts rodents and birds which leads to bird strikes and adds to FOD</td>
<td>Waste management to be implemented in line with ACSA’s Environmental Terms and Conditions</td>
</tr>
<tr>
<td>Construction works</td>
<td>Spillages (fuels/oils/hydraulics/chemicals/human waste)</td>
<td>Contamination/polllution/injury to persons/adverse health effects</td>
<td>ACSA’s Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue are to be notified where a spill occurs.</td>
</tr>
<tr>
<td>Construction works</td>
<td>Dust</td>
<td>Damage to aircraft/injury to persons/adverse health effects/</td>
<td>Dust suppression measures are to be implemented and PPE used where required</td>
</tr>
<tr>
<td>Construction works/Trenching</td>
<td>Damage to underground services. Interruption of critical services</td>
<td>Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions</td>
<td>Consult as-built plans. Scan area before trenching. trenching to be done under competent supervision.</td>
</tr>
<tr>
<td>Delivery of materials</td>
<td>Falling materials or stones or sand</td>
<td>Vehicle/pedestrian accidents</td>
<td>Materials are to be delivered within specified time frames, flagman to be utilised during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries</td>
</tr>
<tr>
<td>Generic Hazard</td>
<td>Specific component of Hazard</td>
<td>Hazard related consequence</td>
<td>Existing defences to control risk</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-----------------------------</td>
<td>------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Lack of signage – warning signs</td>
<td>Injuries and accidents</td>
<td>Injuries and accidents</td>
<td>Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed.</td>
</tr>
<tr>
<td>Road crossing Central Boulevard</td>
<td>Not using the tunnel for crossing</td>
<td>Vehicle and pedestrian accidents</td>
<td>Contractor staff are to cross the Boulevard via the North or South tunnels</td>
</tr>
<tr>
<td>Waste management</td>
<td>Environmental impact</td>
<td>Illegal dumping</td>
<td>Temporary laydown areas to be identified and no illegal dumping is permitted.</td>
</tr>
<tr>
<td>Trolleys</td>
<td>Damaging trolleys through misuse</td>
<td>Injuries and property damage</td>
<td>Contractors to provide their own trolleys. ACSA’s trolleys are for passenger use only</td>
</tr>
<tr>
<td>Golf carts</td>
<td>Misuse of golf carts</td>
<td>Injuries and property damage</td>
<td>Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof</td>
</tr>
<tr>
<td>Fire equipment</td>
<td>Use and abuse of fire equipment</td>
<td>Injuries and property damage</td>
<td>Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times.</td>
</tr>
<tr>
<td>Unattended bags</td>
<td>Security risk</td>
<td>injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat- damage to property, vehicle. Operational disruptions</td>
<td>Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS</td>
</tr>
<tr>
<td>Speed limits</td>
<td>Car accidents</td>
<td>Injuries and vehicle damage</td>
<td>Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower.</td>
</tr>
<tr>
<td>Generic Hazard</td>
<td>Specific component of Hazard</td>
<td>Hazard related consequence</td>
<td>Existing defences to control risk</td>
</tr>
<tr>
<td>----------------</td>
<td>-----------------------------</td>
<td>---------------------------</td>
<td>---------------------------------</td>
</tr>
<tr>
<td>Deliveries</td>
<td>Elevated Road</td>
<td>Disrupt traffic flow and passenger movements</td>
<td>No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required and delivery times are to be specified.</td>
</tr>
<tr>
<td>Overhead works</td>
<td>Falling items</td>
<td>Injuries, vehicles, property damage</td>
<td>Fall protection plan required as per the Construction Regulations 2014.</td>
</tr>
<tr>
<td>General housekeeping</td>
<td>Damage to escalators</td>
<td>Injuries, property damages</td>
<td>Escalators are not be used to transport heavy items in the Parkade</td>
</tr>
</tbody>
</table>
C3.6.3 ACSA Construction Environmental Management Plan – EMS 050

1. Background

The purpose of this Environmental Management Plan (EMP) is to co-ordinate mitigation, rehabilitation, and monitoring measures of construction projects at ACSA airports such that environmental pollution and risks are minimized as far as possible. This EMP is provided to contractors at the tender stage to ensure all costs associated with this EMP can be appropriately costed.

2. Organisational Structure

It is essential that an organisational structure is established early in the construction phase of the project and that all parties concerned accept the structure. This identifies the responsibilities and the authority of the ACSA Project Leader, design team, Project Manager (PM), consulting engineers and the numerous contractors and sub-contractors.

Responsibility for the application of the construction phase EMP for the project starts with ACSA’s Project Leader. The ACSA Project Leader will devolve this responsibility to the designated and appointed Project Manager to assume this task within his or her portfolio, who will in turn issue conformance instructions to the Contractor(s). The Contractor(s) will appoint an Environmental Responsible Person who will ensure that the requirements of the EMP are implemented by monitoring and auditing the performance of the Contractor. ACSA’s AEMR (Airport Environmental Management Representative) shall play an oversight role and report on overall EMP compliance to the ACSA Project Leader.

2.1 ACSA Project Leader

This is an ACSA employee ultimately responsible for the overall success of a project. This person could be within the Commercial, Maintenance & Engineering, Projects or Airport Planning Department.

2.2 Project Manager (PM)

The PM is responsible for ensuring that on-site activities are undertaken in accordance with the requirements of the EMP. The PM will thus need to ensure that:

- This EMP is included in the contracted agreements issued to the contractor(s)
- Environmental Method statements requested by ACSA’s AEMR are provided prior to construction
- Corrective action is implemented as required
- Appropriate records and information regarding compliance with the EMP requirements are maintained and made available to the AEMR
- Instructions as required by the AEMR are issued to the relevant contractor
2.3 Contractor

- The Contractor shall ensure that all employees, sub-contractors, suppliers, etc. are fully aware of and comply with the environmental issues and requirements detailed in this EMP.
- The Contractor shall liaise closely with their Environmental Responsible Person and PM and will ensure that works on site are conducted in accordance with this EMP.
- The Contractor is to have a copy of the EMP on site and be familiar with its contents.
- The Contractor must ensure that all employees (permanent and temporary) and all sub-contractors that work on the site for longer than two days, receive Environmental Awareness Training prior to commencing work on site.
- The Contractor shall appoint an Environmental Responsible Person in writing, and will forward this appointment to ACSA’s AEMR.
- Prior to construction commencement, the Contractor shall draft and submit written environmental method statements to ACSA’s AEMR for approval, covering those activities which are identified (in this document and/or by the AEMR), as being potentially harmful to the environment.

Environmental Method Statements indicate how compliance shall be achieved and environmental risk will be mitigated. The environmental method statement shall state clearly:

- Timing of activities
- Materials to be used
- Equipment and staffing requirements
- The proposed construction procedure designed to implement the relevant environmental specifications
- The system to be implemented to ensure compliance with the above; and
- Other information deemed necessary by the AEMR and Environmental Responsible Person.

Method statements shall be submitted at least five working days prior to expected commencement of work on an activity, to allow the AEMR time to study and approve the method statement. The contractor shall not commence work on that activity until such time as the method statement has been approved in writing by the AEMR.

Due to changing circumstances, it may be necessary to modify method statements. In such cases, the proposed modifications must be indicated and agreed upon in writing between the AEMR and Environmental Responsible Person. The AEMR and Environmental Responsible Person must retain records of any amendments and ensure that the most current version of any method statement is being used.

2.4 Contractor’s Environmental Responsible Person

The Contractor shall appoint / designate an environmental responsible person to liaise with ACSA’s AEMR and ensure that the requirements set out in this EMP are implemented. The Environmental Responsible Person shall:

- Develop a system to ensure that the EMP and Environmental Method Statements are effectively implemented;
- Audit this system so that he/she can demonstrate to the AEMR that the EMP and Environmental Method Statements are being effectively implemented;
- Ensure that Contractors staff, sub-contractors, suppliers etc. are aware of their requirements in terms of the EMP and that they adhere to the EMP.
- Ensure that responsible persons for sub-contractors or sub-sub contractors are designated to carry out the requirements of the EMP and Environmental Method Statements;
- Have sufficient authority to issue site instructions to the Contractors staff on their site.
• Ensure that the Contractor and his Subcontractors and his employees have received the appropriate environmental awareness training before commencing on site.
• Meet with the Contractor to discuss the implementation of and non-conformances with this document.
• Identify appropriate corrective action if non-compliance occurs or unforeseen environmental issues arise that require environmental management action.
• Keep a register of major incidents (spills, injuries, complaints, legal transgressions, etc) and other documentation related to the EMP.
• Issue stop orders when required.
• Report to ACSA’s AEMR any problems (or complaints) related to conformance with this document which cannot first be resolved in co-operation with the Contractor and/or his Subcontractors.
• Assist in finding environmentally acceptable solutions to construction problems.

2.5 ACSA’s AEMR shall:
• Request, review and approve environmental method statements from the Contractor.
• Undertake regular inspections (at least monthly, and more frequently at the AEMR’s discretion) of the site in order to check for compliance with method statements as well as specifications outlined in this EMP.
• Provide an audit report to the ACSA Project Leader.

3. Environmental Specifications

3.1 Location of camp and depot

The Contractor’s Camp and Materials Storage Area shall be located at a position approved by the AEMR. No site staff other than security personnel shall be housed on site.

The Contractor shall provide water and/or washing facilities at the Contractor’s Camp for personnel.

The Contractor’s Camp and Materials Storage Area shall be kept neat and tidy and free of litter.

3.2 Demarcation of the site & access

It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment, existing tenants, and other construction activities in the vicinity and public thoroughfares.

The Contractor shall demarcate the boundaries of the site in order to restrict his construction activities to the site. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence the boundaries of the site at his own expense to the satisfaction of the AEMR.

Security and access to the site must be controlled at all times.

3.3 Traffic control & safety

Traffic control and safety shall be done in accordance with the South African Traffic Safety Manual, with the relevant signs, flagmen, barriers, etc being provided at the various access points. Traffic control shall be done in co-operation with local traffic officials. All laws and regulations applicable on the public road system are enforceable on the construction site. Due to the activities involved in the construction phase, trucks and other related vehicles will be using the roads leading to the site. These vehicles will
need to be roadworthy and abide by the speed limits. The Environmental Management Plan for the construction phase should monitor the impact on current traffic by additional construction vehicles to ensure noise, safety and dust issues are kept to a minimum.

3.4 Ablution facilities

The Contractor shall provide the necessary ablution facilities for all his personnel.

Chemical toilets shall be provided, with a minimum of one toilet per 15 persons. Toilets shall be easily accessible and shall be transportable. The toilets shall be secured to prevent them from blowing over, and shall be provided with an external closing mechanism to prevent toilet paper from being blown out. Toilet paper dispensers shall be provided in all toilets. Toilets shall be cleaned and serviced regularly by a reputable toilet servicing company. Toilets shall be emptied before long weekends and builders’ holidays.

The Contractor shall ensure that chemicals and/or waste from toilet cleaning operations are not spilled on the ground at any time. Should there be repeated spillage of chemicals and/or waste (i.e. more than three incidents), the Contractor shall be required to place the toilets on a solid base with a sump at his own expense. Accumulations of chemicals and waste will have to be removed from the site and disposed at an approved waste disposal site or sewage plant.

Abluting anywhere other than in the toilets shall not be permitted. Repeated use of the veld or other areas for ablution purposes (i.e. more than three incidents) may result in the guilty party being given a spot fine. The Contractor shall also be responsible for cleaning up any waste deposited by his personnel.

3.5 Domestic waste water

Wastewater from any other ablution or kitchen facilities on site shall be discharged into a suitable conservancy tank. The Contractor shall be responsible for ensuring that the system continues to operate effectively throughout the project and that the conservancy tank is emptied as required during the project. The Contractor shall employ a suitable qualified sub-contractor or the local authority to empty the conservancy tank.

3.6 Environmental training

According to the National Environmental Management Act (107 of 1998), any costs incurred to remedy environmental damage shall be borne by the person responsible for that damage; it is therefore critical that the contractors read and understand the requirements of this document and any succeeding documents pertaining to environmental requirements before construction commences. It is a requirement of the act that everyone takes reasonable measures to ensure that they do not pollute the environment. Reasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally acceptable manner.

Training is fundamental to the successful implementation of the EMP. All personnel whose work may result in an impact on the environment must receive appropriate training in the environmental procedures to be followed. In this regard, the following must be fulfilled:

- All personnel working on the construction site must attend an environmental awareness training workshop conducted by the Environmental Responsible Person prior to commencing work on site. The purpose of the workshop is to provide staff with the information they require to enable them to meet the requirements of the EMP. The Environmental Responsible Person may call
upon the services of a specialist environmental education translator should this be required. Contractors, sub contractors and all their staff must attend.

- The Environmental Responsible Person shall keep a register of all personnel attending the environmental awareness training workshops; attendance records must be filed and available on site.
- All staff must be trained in emergency response procedures; attendance records must be filed and available on site.
- Environmental awareness posters are to be displayed on site. Environmental ‘do’s and don’ts’ must be clearly illustrated. The posters shall use pictures to convey the intended message and any explanatory text will be in English and the local dialect.

3.7 Solid waste management

Solid waste includes construction debris (e.g. packaging materials, timber, cans etc.) waste and surplus food, food packaging etc.

The Contractor shall institute an on-site waste management system that is acceptable to the AEMR in order to prevent the spread of refuse within and beyond the site. The Contractor is reminded that wind velocities on the construction site can be extremely high.

All waste shall be collected and contained immediately. The Contractor shall institute a weekly clean up of the site. This daily/weekly clean up shall be for the Contractor’s account.

The Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is essential. The bins shall be provided with lids and an external closing mechanism to prevent their contents from blowing out. The Contractor shall ensure that all waste is deposited by his employees in the waste bins for removal by the Contractor. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off site at approved landfill sites.

Waste generated at the construction camps shall be separated into recyclable and non-recyclable waste, and shall be separated as follows:

- Hazardous waste (including used oil, diesel, petrol tins, paint, bitumen, etc.);
- Recyclable waste (paper, tins, glass);
- General waste; and
- Reusable construction material

Recyclable waste shall be deposited in separate skips/bins and removed off site for recycling. The Contractor may wish to enter into an agreement with the surrounding communities and/or his staff with regard to the collection and sale of recyclable and reusable materials.

Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s), and shall be clearly marked. If deemed necessary by the Environmental Responsible Person, the Contractor shall obtain the advice of a specialist waste expert concerning the storage of hazardous waste. Such waste shall be disposed of off site by a specialist waste contractor, at a licensed hazardous waste disposal site. The Contractor shall keep documentary proof of the safe disposal of all waste, which will be available for audit at all times and will also include the waste type and volume.

The Contractor is advised that spot fines for littering have been included in this document. Offenders found littering will be liable for the spot fine.

3.8 Protection of fauna and flora
All fauna and flora (unless alien) within and around the site shall be protected. Birds and animals shall not be caught or killed by any means, including poisoning, trapping, shooting or setting of snares.

3.9 Protection of archaeological and palaeontological sites

If any possible palaeontological/archaeological material is found during excavations, the Contractor shall stop work immediately and inform the AEMR. The AEMR will inform the South African Heritage Resource Agency (SAHRA) and arrange for a palaeontologist/archaeologist to inspect, and if necessary excavate, the material, subject to acquiring the requisite permits.

3.10 Water pollution prevention & management

The Contractor shall prevent pollution of surface or underground water and shall comply with the Water Act, 36 of 1998, and any other national, provincial and local legislation regarding the prevention of water pollution, including the pollution of groundwater and any wetland on site.

The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities. Ground contamination may hinder or prevent the re-establishment of natural vegetation. The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week ends and holidays.

Stormwater and/or groundwater may accumulate on site during the construction period and there is the potential for this water to be contaminated as a result of construction procedures. The Contractor shall ensure that this water does not become contaminated. Contaminated water (e.g., cement washings, waste water from ablution or kitchen facilities etc) shall be collected in a conservancy tank, removed from the site and disposed of in a manner approved by the AEMR.

3.11 Stormwater control

Contractors shall take reasonable measures to prevent erosion resulting from a diversion, restriction or increase in the flow of stormwater caused by the presence of their works, operations and activities. Any stormwater collected in bunded areas containing oils, fuels, chemicals or other potentially polluting substances shall be pumped out of the bund, collected in a suitable container and removed from the site for appropriate disposal.

Contractors shall provide adequate control measures to prevent stormwater damage and erosion during construction. Control measures should include the control by sumps and adequate pumping of water ingress into trenches below the water table. Stormwater should also be directed into attenuation ponds wherever possible. All methods of stormwater control during the construction phase are to be agreed and approved by the AEMR.

Berms and existing stormwater drainage systems shall be used to prevent surface run-off from entering site excavations.
3.12 Water resource management

Water is a scarce resource and shall be conserved wherever possible. The Contractor shall not waste water (e.g. water areas excessively etc). All leaking water pipes are to be repaired or replaced immediately. The Contractor shall provide all drinking water and water for construction purposes. Water shall not be used unnecessarily.

3.13 Pollution prevention and remediation

The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities. Pollution could result from the release, accidental or otherwise, of contaminated runoff from construction camps, discharge of contaminated construction water, chemicals, oils, fuels, sewage, run off from stockpiles, solid waste, litter, etc.

The first activity to be undertaken once a spill occurs is to terminate the source of the spill and contain the polluted area.

All fuel, oil or hydraulic fluid spills are to be reported to the Project Manager/Engineer, Environmental Responsible Person and AEMR so that appropriate clean-up measures can be implemented.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site. Sufficient quantities of suitable hydrocarbon absorbent or remediation materials must be present on site at all times. Absorbent “spill-mop-up” products need to be on hand – Enretech, Spillsorb or Drizit type products should be investigated for these purposes.

Concrete-mixing equipment (mixers and the like) shall not be discharged overland. Such water shall be collected in a conservancy tank, removed from the site and disposed of in the correct manner. The Contractor may consider reusing such water for washing other concrete equipment to minimise the amount required to be removed off site.

The Contractor is advised that cement and concrete are regarded as highly hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. Therefore the Contractor shall ensure that:

- concrete is mixed on mortar boards, and not directly on the ground;
- the visible remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible signs into the ground is not acceptable; and
- all aggregate is also removed.

Trucks delivering concrete shall not wash the trucks or the chutes on the site. All washing operations shall take place off site at a location where wastewater can be disposed of in the correct manner.

3.14 Servicing/fuelling of construction equipment

Servicing and fuelling should preferably occur off site.

However, if these activities occur on site, the Contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by the AEMR. All waste shall be collected and disposed of off site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the AEMR. The Contractor shall not change oil or lubricants anywhere on...
site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the Contractor shall ensure that he has Drizit pads (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

3.15 Fuels and Chemicals

The Contractor shall take all reasonable precautions to prevent the pollution of the ground and/or water resources by fuels and chemicals as a result of his activities.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week ends and holidays.

The Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.

Should the Environmental Responsible Person/AEMR and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the Contractor's account. Remedial action shall be approved by the AEMR and relevant authorities, if appropriate.

3.16 Fuel & Hazardous Materials Storage

Contractors shall identify fuels and hazardous substances to be stored on the site and shall ensure that they know the effects of these substances on their staff and the environment. The Environmental Responsible Person shall keep a copy of a fuels and hazardous substance inventory which shall be available on site.

Contractors shall ensure that the quantities of fuels and chemicals on site are appropriate to the requirements and are stored and handled so as to avoid the risk of spillage. All fuels, oils and chemicals shall be confined to a specific and secured area. These materials shall be stored in an area with a concrete or other impervious base, which is adequately bunded. The volume of the bund shall be two times the volume of the containers stored. Gas and fuel should not be stored in the same storage area, and any generators used on the site should also be placed on a bunded surface.

The Contractor shall be responsible for securing any permits / certificates that may be required in respect of fuel storage from the local authorities.

In addition, the following must be implemented:

- All fuel stores must be equipped with a fire extinguisher;
- Materials Safety Data Sheets must be available on site and filed accordingly.
- No vehicle servicing may take place on the site. Servicing of equipment that uses hydrocarbon fuels, oils, lubricants and other hazardous chemicals may only take place in the site camp under conditions approved by the AEMR;
- All fuels are to be stored within a lined / demarcated area in the Site Camp. No refuelling is to take place outside of this demarcated area unless authorised by the Environmental Responsible Person. Note that filling machinery in the field (on site) from canisters should be cleared with the
3.17 Dust control

The Contractor shall be responsible for the continued control of dust arising from his operations, through measures including, but not limited to, spraying of water on bare areas, rotovating straw bales into the soil surface and the scheduling of dust-generating activities to times when wind velocity is low. Overhead sprayers shall not be used in windy conditions, because too much water will be lost to evaporation. The use of water carts is preferred.

3.18 Noise control

The Contractor shall take all reasonable precautions to minimise noise generated on site as a result of his operations, especially when working in areas or on activities that may impact on neighbouring land users.

The Contractor shall comply with the applicable regulations with regard to noise.

The Environmental Responsible Person and/or AEMR may inform adjacent land users, tenants and communities about the possibility of noise pollution and the approximate duration of the problem.

3.19 Emergency procedures

The Contractor shall ensure that emergency procedures are set up prior to commencing work. Emergency procedures shall include, but are not limited to, fire, spills, contamination of the ground, accidents to employees, use of hazardous substances, etc. Emergency procedures, including responsible personnel, contact details of emergency services, etc. shall be made available to all the relevant personnel and shall be clearly demarcated at the relevant locations around the site.

The Environmental Responsible Person shall advise the Contractor, PM and AEMR of any emergencies on site, together with a record of action taken.

3.19.1 Fires

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on site, and shall also comply with the requirements of the Occupational Health and Safety Act 85 of 1993.

No open fires shall be permitted on or off site. Closed fires or stoves shall only be permitted at designated safe sites in the construction camps. Fires shall also not be permitted near any potential sources of combustion, such as fuel stores, stockpiles of plant material etc.

The Contractor is advised that sparks generated during welding, cutting of metal or gas cutting can cause fires. Every possible precaution shall therefore be taken when working with this equipment near potential sources of combustion. Such precautions include having an approved fire extinguisher immediately available at the site of any such activities.

The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires, and for any costs relating to the rehabilitation of burnt areas.

No smoking will be permitted on the site except for within a designated area in the site camp. Suitable fire fighting equipment must be readily available in this area.
The Contractor must ensure that the contact details of the nearest Fire Department are displayed on site (together with other emergency services) and that all persons involved with the project know the location of these numbers on site.

4. SITE CLEARANCE & REHABILITATION

4.1 Removal of topsoil

Following removal of vegetation from the site, all topsoil shall be removed (up to a maximum of 30 cm depth) and stockpiled for re-use in subsequent rehabilitation and landscaping activities. The stockpiles shall not be higher than 2 m in order to minimise composting. The stockpiles of topsoil shall be located in an area agreed with the AEMR.

4.2 Stabilisation of steep slopes

The disturbance of steep slopes, for example by the removal of vegetation, may result in slope instability and erosion by rain and surface run off. The Contractor shall ensure that slopes that are disturbed during construction are stabilised to prevent erosion occurring. Any erosion that does occur must be reinstated at the Contractor’s cost.

4.3 Rehabilitation

The Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into open space or buffer zones, as well as all spoiling. The Contractor shall revegetate such areas in accordance with the specification provided below.

The Contractor shall stabilise, by straw rotovation or other, any areas that are cleared or disturbed for construction purposes which are not going to be incorporated into open space or buffer zones (i.e. areas that will be subsequently developed by another party).

All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site or on any other land not owned by ACSA.

4.4 Landscaping and preparation for re-vegetation

Areas that require reshaping shall be cut, filled and compacted so as to follow the contours of the surrounding landscape. Topsoil removed from the area initially shall be replaced. Care must be taken not to mix the topsoil with the subsoil during shaping operations. Should a crust form on the soil before revegetation is commenced, the Contractor shall, at his own cost, loosen the crust by scarifying to a depth of 150 mm.

5. MANAGEMENT AND MONITORING

This section focuses on the systems and procedures required to ensure that the environmental specifications are effectively implemented. Emphasis is on monitoring and penalties, aimed at ensuring compliance with this document.

5.1 General inspection monitoring and reporting

The Environmental Responsible Person shall:

• Inspect the site on a daily basis to ensure that the environmental specifications are adhered to.
• Maintain a record of major incidents (spills, impacts, complaints, legal transgressions etc) as well as corrective and preventive actions taken.

• Conduct regular internal audits (at least weekly) to ensure that the system for implementation of the EMP is operating effectively and keep records of these audits.

• Conduct monthly meetings for the duration of the project. These will be attended by the Environmental Responsible Person, Contractors Resident Engineers and sub-contractor representatives, and will be minuted and available for audit. The agenda will cover compliance with the EMP and environmental method statements, results of audits, non-compliances and corrective and preventative actions with agreed dates, and environmental queries.

5.2 Penalties

Penalties may be imposed by the AEMR on Contractors who are found to be infringing these specifications. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall determine how to recover the fine from the relevant employee and/or sub-contractor. The Contractor shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and shall advise the AEMR accordingly.

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

Penalties may range between R200.00 and R20,000.00, depending upon the severity of the infringement. The decision on how much to impose will be made by the AEMR, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his own expense.

A preliminary list of infringements for which penalties will be imposed is as follows:

• Moving outside the demarcated site boundaries;
• Littering of the site and surrounds;
• Burying waste on site and surrounds;
• Smoking in the vicinity of fuel storage and filling areas and in any other areas where flammable materials are stored/used;
• Making fires outside designated areas;
• Defacement of natural features;
• Spillage onto the ground of oil, diesel, etc;
• Picking/damaging plant material;
• Damaging/killing wild animals; and
• Additional fines as determined by the AEMR and added to this list.

The AEMR may also order the Contractor via the ACSA Project Leader to suspend part or all the works if the Contractor repeatedly causes damage to the environment by not adhering to the EMP. The suspension will be enforced until the offending actions, procedure or equipment is corrected. No extension of time will be granted for such delays and all costs will be borne by the Contractor.
C3.6.5 ACSA Environmental Management Policy

Airports Company South Africa SOC Limited, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations and provide a framework for the setting and reviewing of environmental objectives and targets.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations.
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce energy consumption.
- Actively seek out opportunities to reduce our carbon footprint, as well as that of the aviation industry.
- Measure our carbon footprint at Cape Town, King Shaka, O R Tambo and Port Elizabeth International Airports.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
• Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group’s managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy statement shall be reviewed by Management every three (3) years and made available to any interested parties upon request.
C3.7 ACSA Special Requirements, Conditions and specifications

C3.7.1 ACSA Hoarding Specification Handbook

All hoarding will be provided by others, a budgetary provision will be made in the unlikely event additional hoarding may be required.
C3.7.2 Special Requirements At An Operational Airport

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

1. **Airports Manager**

   The Airports Manager is at all times responsible for the effective and safe operation of the airport. The Airports Manager or his designated representative will represent the Employer at the airport and he has full authority to act on behalf of the Employer, as set out in the contract documents.

   The Airport manager will issue the necessary application forms to those who apply to the airport management for an airside vehicle permit and/or an Airport Security Permit and will decide, on receipt of the completed forms, whether or not to issue permits.

   The Airport Management may at any time withdraw or suspend an Airside vehicle Permit or any Airside Security Permit.

   All negotiations between the Contractor and the airport management shall be through the Principle Agent.

2. **Airport Security and Safety**

   All personnel of the Consultants or Contractor will have to undergo a Security and Safety Awareness Programme before the start of the contract.

   The Principle Agent/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

   Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

   Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

   The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

   The Contractor shall make specific arrangements with the Employer, through the Principle Agent, to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the Contractor shall supply additional security personnel, approved by the Airport Manager to assist with security control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities have to be provided, it shall be done in consultation with
the Airport Manager and Principle Agent. These facilities and personnel have to be provided by the Contractor.

3. Responsibilities of Consulting Engineers/Contractor

As a condition of approval of an application for an Airside Vehicle Permit, the Consulting Engineer/Contractor shall ensure that all vehicles and drivers are covered by the Contract Works, Public Liability and SASRIA Special Risks Insurance.

When a vehicle is no longer required for airside use, the Consulting Engineer/Contractor must upon removing it from airside use, remove and return the Airside Vehicle Permit to the airport manager.

The Consulting Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilised on movement areas.

Plant, equipment and personnel of the Consulting Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

4. Accident/Penalties

The Principle Agent/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

(i) Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.

(ii) Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger or vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilised vehicles on operational areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

- Withdraw any airport security permit.
• Withdraw any airside vehicle permit, if it is considered necessary to tow away vehicles when parked incorrectly.

5. Identification and Warning Lights

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self-propelled plant item, as required by the Engineer, shall be fitted with approved amber rotating warning light which shall be in continuous operation while the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

6. Additional Security Measures

• No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security area.

• Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.

• No accommodation of personnel will be allowed in the security area of the airport.

• No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made or interview may be given to anybody without the written permission from the Airport Manager.

• Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.

• No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance what so ever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

If the Contractor is found lacking in any of the security measures or requirements, it will be sufficient cause for the termination of all construction activities until the matter has been rectified to the satisfaction of the Airport Manager. No claim resulting from inadequate security and safety measures will be considered.

7. Compliance with Instructions

If the Contractor does not promptly comply with all instructions of the Airport Manager and Principle Agent, the Employer has the right to amend the working schedule in aid of safety. The
PA also retains the right to suspend all works until the Contractor, in the opinion of the PA, complies with the requirements.

8. **Delays Caused by Airport Management**

If delays, leading to an extension of time, are caused by aspects such as airport requirements, a reasonable claim for extension of time may be considered. However, if such delays coincide with delays caused by other circumstances, such as weather conditions, no claim for extension of time caused by requirements of airport management will be considered.

9. **General Requirements for Execution of the Work**

At the end of each work period, all plant, vehicles, material and obstructions must be removed to a demarcated safe area. The cost of removal of plant and materials and cleaning operations shall be deemed to be included in the relevant work items or in the general items. The Engineer reserves the right to ban any item of plant or equipment which leaks excessive amounts of fuel or oil. In addition all significant spillages of fuels and oils will be cleared immediately to the satisfaction of the Engineer failing which the Engineer reserves the right to have this work carried out by a third party to the cost of the Contractor.

The Employer retains the right to clean any of the mentioned areas if the Contractor neglects to do so to his satisfaction. In such a case the costs incurred by the Employer will be recovered from the Contractor at a rate of R400,00 per hour or part thereof taken by the sweeping machine of the Employer to do the work. This cost will be deducted from any monies payable to the Contractor.

If night work has to be done only suitable power and lighting units, approved by the Engineer, complying with the requirements of the Occupational Health and Safety Act No. 85 of 1993, SABS 0142-1981 and ICAO Annex 14 regulations shall be used.

10. **Times for the Execution of the Works**

Most of the work on this contract must be executed during daytime. If, due to airport requirements, certain aspects of the work have to be done during night time, the following will apply:

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.

- At the end of the night’s work all lights, power plants, etc. must be removed to a safe area indicated by the PA and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

11. **Movement on the Airport, Barriers, Lights and Marks**

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.

These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor’s programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.
12. **Dust and Pollution Control**

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the PA may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.

13. **Storing of Vehicles, Plant and Materials**

It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.

If material is temporarily stored outside the designated camps, stockpiles shall be limited to a height of 1,0 m above natural ground level.

14. **Fires**

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

15. **Environmental**

The Airports Company South Africa (ACSA) recognises the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimise these impacts as far as possible.

Design consultants are encouraged to explore and implement (where possible) feasible opportunities for minimising environmental impacts in the form of stormwater, soil and groundwater pollution, resource and raw material utilisation, as well as energy and water conservation measures.
C3.7.3 Insurance Clauses For Capex Projects
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 / maneuvering areas; and
- 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 PROJECTS with a value below R50 million on the LANDSIDE

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

1.2 Public Liability
- In the event of a claim against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000;
- Contractors / consultants should re-insure the deductibles.

1.3 Professional Indemnity
- All consultants are responsible for Professional Indemnity cover of R5 million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

2.1 Contract Works
- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000;
- Contractors / consultants should re-insure the deductible.
2.2 Public Liability

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

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for PROJECTS with a value above R50 million on the LANDSIDE

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury (Email: nokulunga.masiza@airports.co.za).

3.1 Contract Works

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

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

3.2 Public Liability

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

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.
4. Insurance requirements for **PROJECTS with a value above R50 million on the AIRSIDE**

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury (Email: nokulunga.masiza@airports.co.za).

4.1 Contract Works

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

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

4.2 Public Liability

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

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.
C3.7.4 Project Identification Tags

The contractor shall ensure that involved in the project shall be issued with an Identification Tag as per the template below after completing induction training and before being allowed to access site.

The tag is to be in colour and display the Main Contractor’s logo in the top left corner, a photograph of the individual in the middle on the right. The name of the company by which the individual is employed shall be displayed in the centre at the top.

A permit number shall be assigned to each individual and the Contractor shall keep a register with relevant details of all permits issued.

This Identification Tag is to be a typical printed ID tag or a durable laminated cardboard tag, approximately 80mm x 50mm in size and is to be displayed unobscured at all times.

Identification Tag Template
C3.7.5 Cost of ACSA Permits
Where works are to take place on airside or in Sterile areas, the contractor will require permits from ACSA to access these areas.

The costs and validity periods associated to obtain access are indicated in the table below.

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<th>Permit Type</th>
<th>Duration</th>
<th>Year 2018/19</th>
<th>Year 2019/20</th>
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<tr>
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<tr>
<td>Personal permanent permits</td>
<td>6 days-2 years</td>
<td>270</td>
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<tr>
<td>Per Icon (assume 3 per permit)</td>
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<td>Personal temporary permits</td>
<td>2-5 days</td>
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<td>Personal visitors permits</td>
<td>1 day</td>
<td>270</td>
<td>297.00</td>
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<td>VEHICLE PERMITS</td>
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<td>Vehicle add-on fee</td>
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<td>2172.50</td>
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<tr>
<td>PARKING PERMITS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Staff Parking</td>
<td>1 year</td>
<td>95</td>
<td>104.50</td>
</tr>
<tr>
<td>Taxi Parking</td>
<td>1 year</td>
<td>95</td>
<td>104.50</td>
</tr>
<tr>
<td>LOST/DAMAGED PERMITS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st lost Personal permit</td>
<td></td>
<td>560</td>
<td>616.00</td>
</tr>
<tr>
<td>2nd loss personal permit</td>
<td></td>
<td>906</td>
<td>996.60</td>
</tr>
<tr>
<td>3rd loss personal permit</td>
<td></td>
<td>No issue</td>
<td></td>
</tr>
<tr>
<td>ACSA 1st lost Personal Permit</td>
<td></td>
<td>300</td>
<td>330.00</td>
</tr>
<tr>
<td>ACSA 2nd lost Personal Permit</td>
<td></td>
<td>620</td>
<td>682.00</td>
</tr>
<tr>
<td>ACSA 3rd lost Personal Permit</td>
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<td>No issue</td>
<td></td>
</tr>
<tr>
<td>1st damaged permit</td>
<td></td>
<td>450</td>
<td>495.00</td>
</tr>
<tr>
<td>2nd damage permit</td>
<td></td>
<td>570</td>
<td>627.00</td>
</tr>
<tr>
<td>3rd damaged permit</td>
<td></td>
<td>No issue</td>
<td></td>
</tr>
</tbody>
</table>
C3.8 Transformation, Community & B-BBEE Requirements

C3.8.1 ACSA Broad-Based Black Economic Empowerment Policy
The Airports Company South Africa has a progressive Black Empowerment Policy and all Tenderers and Contractors must conform to such requirements.

The ACSA Tender Board stipulates that procurement is required to comply with the Public Finance Management Act, the Preferential Procurement Policy Framework Act and the Broad-Based Black Economic Empowerment Act to meet ACSA’s B-BBEE objectives.

Non-Conformance

Any consultant, supplier, employee, contractor and other parties associated with ACSA, that misrepresents the facts to gain some advantage in accessing business within the ACSA Group, will be penalised by deregistration as per the ACSA Corporate B-BEE Directive or by any other provisions of the applicable legislation.

Directors and Owners of such businesses will be debarred and ACSA reserves the right to refuse registration or business opportunities, to other enterprises in which they have a commercial interest.

Evaluation Criteria

Tender offers will be evaluated on as per Part T1.1 of the Tender document

Only those bidders who have successfully met the evaluation criteria will progress to this Stage 4 of the evaluation which will be based on the **80:20 Preferential Procurement Point System**, i.e. 80 Points are reserved for **Price** and 20 Points are reserved the Broad-Based Black Economic Empowerment (B-BBEE) Recognition Level.

To qualify for B-BBEE recognition, ACSA shall only consider valid B-BBEE Verification Certificates as issued in accordance with the Amended Codes of Good Practise (or relevant Sector Charters) for B-BBEE issued by the DTI.
In terms of the Preferential Procurement Regulations, 2017, preference points shall be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of Points [Maximum 10]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
</tr>
</tbody>
</table>

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

A Tenderer will not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends subcontracting more than 25% (twenty-five per cent) of the value of the contract to any other enterprise that does not qualify for at least the same number of points that such a Tender qualifies for, unless the intended subcontractor is an EME that has the capability and ability to execute the subcontract.

Refer to the B-BBEE Preference Claim Form (Form C19).
C3.8.2 Transformation and Empowerment Specifications

The Transformation and Empowerment specifications are to be read in conjunction with ACSA’s Transformation Policy Framework, the applicable regulations and government notices listed herein. Specific attention is drawn to the transformation objectives and Contract Participation Goals (CPG) and targets set for Designated Labour Participation. The items contained herein, expand on ACSA’s transformation framework, empowerment deliverables, specified CPGs, specifications and schedules to be considered as part of the Contract.

C3.8.2.1 Scope

This specification establishes the general principles for the participation of Targeted Enterprises and Designated Groups in the contract and provides information on the targets for Contract Participation Goals and Designated Labour. The document further describes the compliance criteria, methods of evaluation and sanctions that may be applied.

C3.8.2.2 Applicable Documents

- The Amended Codes of Good Practice (Gazette Notice 36928 of 2013) and the Amended Construction Sector Charter (Gazette Notice 931 of 2017);
- CIDB Standard for Developing Skills through Infrastructure Contracts (Gazette Notice 36760 of 2013);
- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (Gazette Notice 36190 of 2013);
- ACSA AIRPORT STANDARD OPERATING PROCEDURES, Transformation Policy, 2017
- CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, 2013
- SOUTH AFRICAN NATIONAL STANDARD Construction Procurement Part 5: Participation of targeted enterprises in contracts - SANS 10845-5:2015

C3.8.2.3 Definitions

- **Allowance**: amount provided for in the contract by the employer relating to one or more of the following:
  a) The performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into;
  b) Work or services to be performed, or goods provided, by a subcontractor nominated or selected by the employer;
  c) Provision for price adjustment for inflation; or
  d) Other provision of a budgetary provisions, e.g. contingencies.
• B-BBEE means: Broad-Based Black Economic Empowerment as defined in Section 1 of the B-BBEE Act;

• B-BBEE Status Level of Contributor means: The B-BBEE status of an entity in terms of the Amended Code of Good Practice on Black Economic Empowerment issued in terms of section 9(1) of the B-BBEE Act;

• Proof of B-BBEE Status Level of Contributor means:
  o The B-BBEE status level certificate issued by an authorised body (SANAS Accredited Verification Agencies) or person;
  o An affidavit as prescribed by the Amended Codes of Good Practice or relevant Sector Charters; or
  o Any other requirement prescribed in terms of the B-BBEE Act.

• Black Designated Groups means: have the meaning assigned to it in the Amended Codes of Good Practice;

• Black People: A generic term which refers to Africans, Coloureds and Indians,
  (a) Who are citizens of the Republic of South Africa by birth or decent, or
  (b) Who became citizens of the Republic of South Africa by naturalisation:
    (i) Before 27 April 1994 or
    (ii) On or after 27 April 1994, and who would have been entitled to acquire citizenship by naturalisation prior to that date.

• Black Owned: An entity in which Black People hold at least 51% of the exercisable voting rights as determined under the Amended Codes of Good Practice and hold at least 51% of the economic interest as determined under the Amended Codes of Good Practice.

• B-BBEE Act means: The Broad-Based Black Economic Empowerment (Act 53/2003) as amended (Act 46/2014);

• Amended Codes of Good Practice means: The Codes of Good Practice as amended (Gazette Notice 36928 of 2013);

• Construction Sector Charter means: The Construction Sector Charter as amended (Gazette Notice 931 of 2017);

• Commercially Useful Function: performance of real and actual work, or the provision of services, in the discharge of any contractual obligation which includes, but is not limited to, the performance of a distinct element of work which the enterprise has the skills and expertise to undertake and the responsibility for management and supervision.

• Community: South African citizens (defined in terms of the South African Citizenship Act, 1995(Act 88 of 1995)) who permanently reside within the target area.

- **Construction Works**: the provision of a combination of goods and services arranged for the development, extension, installation, repair, maintenance, renewal, removal, renovation, alteration, dismantling or demolition including building and engineering infrastructure relating to the Project.

- **Contract Amount Transformation (CAT)**: the financial value of the contract at the time of the award of the contract, exclusive of all allowances and any value added tax or sales tax which the law requires the employer to pay to the contractor. The Transformation Contract Amount shall be used within the context of the Transformation calculations.

- **Contract Amount Skills Development (CASD)**: the contract amount for the calculation of contract skills development goals is financial value of the contract at the time of the award of the contract, exclusive of all allowances but INCLUDING Employee Taxes which the law requires the employer to pay to the contractor.

- **Contract Participation Goal (CPG)**:

  In the case of targeted enterprises, manufacturers or suppliers, the amount equal to the value of goods, services and works for which the contractor contracts the targeted enterprises, manufacturer or supplier in the performance of the contract, expressed as a percentage of the tender value excluding escalation, contingency and value added tax associated with the targeting strategy that is identified in the targeting data; or

  In the case of targeted labour the amount equal to the person days worked for which the contractor contracts to engage targeted labour expressed as a percentage of the total person days worked associated with the targeting strategy that is identified in the targeting data.

- **Designated Groups** mean:
  - Black People;
  - Black Women;
  - Black People with Disabilities;
  - Black Youth.

- **Designated Labour** means: Unemployed persons, now employed by the Contractor in the performance of the Contract, who are defined as the designated group and permanently reside in the targeted area, or who are recognized as being a resident in the targeted area based on identification and association with and recognition by residents of the targeted area;

- **Designated Enterprises** means: Sub-contractors or suppliers which qualify as EMEs or QSEs, which are at least 51% owned by Black People, Black Women, Black People with Disabilities and/or Black Youth;

- **EME** means: Exempted Micro Enterprises in terms of the Amended Codes of Good Practice or relevant Sector Charters;

- **Employer**: person or organization entering into the contract with the contractor for the provision of goods, services, or engineering and construction works.

- **Employer's Representative / Principal Agent**: person authorized to represent the employer and named as such in the contract data or tender data.
**Flow-through Principle:** means as a general principle when measuring the rights of ownership of any category of Black People in a Measured Entity, only rights held by natural persons are relevant. If the rights of ownership of Black People pass through a juristic person then the rights of ownership of Black People in that juristic person is measurable. These principles apply through every tier of ownership in a multi-tiered chain of ownership until that chain ends with a natural Black person holding rights of ownership.

*The method of applying the Flow Through Principle across one or more intervening juristic persons is as follows:*
- Multiply the percentage of the Participants’ rights in the juristic persons through which those rights pass, by the percentage rights of ownership of each of those juristic persons successively to the Measured Entity; and the result of this calculation represents the percentage of rights of ownership held by the Participant

**Main Contractor:** An organization that contracts with the Employer or the Lead Contractor in the case of a Joint Venture, to provide the goods services or engineering and construction works covered by the contract.

**Ownership:** Having all the customary incidents of ownership, including the right of disposition, and sharing in all the risks and profits commensurate with the degree of ownership interest or shareholding as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

**QSE:** Qualifying Small Enterprises in terms of the Amended Codes of Good Practice or relevant Sector Charters;

**Socio-Economic Development (SED)** means: Monetary or non-monetary contributions implemented for communities, natural persons or groups of natural persons that benefit Black People. The objective of SED Contributions is the promotion of sustainable access for the beneficiaries to the economy.

SED Contributions commonly take the following forms (for purposes of this Contract):
- Development programmes in collaboration with current ACSA SED projects (Area 1);
- Community training skills development for designated unemployed community members and adult basic education and training (Area 1)

**Targeted Area** means:
- **Area 1:** The geographical area within a 3km radius from the Cape Town International Airport, including members residing on airport property and those who will be directly affected by the airport development;
- **Area 2:** The geographical areas, excluding Target Area 1, located within the boundaries of the Cape Town Metropole;
- **Area 3:** The geographical areas, excluding Target Area 1 & 2, located within the Western Cape Province;
- **Area 4:** The geographical areas, excluding Target Areas 1, 2 & 3, located within South Africa.
- **Targeted Enterprises** means: Sub-contractors or suppliers which qualify as EMEs or QSEs, which are at least 51% owned by Black People, Black Women, Black People with Disabilities and/or Black Youth.

**C3.8.2.4 Contract Participation Goals (CPG)**

Contract Participation Goals refers to the Key performance indicators relating to the engagement of Targeted Enterprises, Joint venture partners, Skills Development initiatives, Socio-Economic Development in the contract.

Contract Participation Goals are established in accordance with the Priority Areas as per TSS-TA, 2018. The CPG are further defined as amounts equating to:

- The value of works, goods, services outsourced, by the Contractors to Targeted Enterprises or Designated Enterprises;
- The value of supplies, services and works, for which the Contractor, contracts to Targeted Enterprises or Designated Enterprises in the performance of the contract;
- The value of Skills Development and expenditure;
- All values shall exclude value added tax (VAT).

The overall CPG target is 60% of the Contract Value Transformation (TSS-TA, 2018 clause 9). This target is measured with respect to:

- **Equity**: Relates to the Black Ownership of Participating Enterprises
- **Management control**: Relates to the participation of Black People in the management and control of targeted enterprises
- **Skills Development**: Relates to the spend on skills development
- **Enterprise and supplier development**: Relates to the participation of targeted enterprises on the contract.
- **Socio economic development**: Relates to the spend on SED initiatives

### C3.8.2.5 Contract Participation Goals Target Data and Score Weighting

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Target Data</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity</td>
<td>51% Black Owned</td>
<td>40%</td>
</tr>
<tr>
<td>Management and Control</td>
<td>51% Participation of Black People</td>
<td>40%</td>
</tr>
<tr>
<td>Enterprise Development</td>
<td>30% of the Contract Amount Transformation</td>
<td>10%</td>
</tr>
<tr>
<td>Skills Development</td>
<td>0.5% of the Contract Amount Transformation</td>
<td>5%</td>
</tr>
<tr>
<td>Socio Economic Development</td>
<td>0.5% of the Contract Amount Transformation</td>
<td>5%</td>
</tr>
</tbody>
</table>

**C3.8.2.6 Equity Participation (Target 51%, 40% Weighting)**

Equity relates to the Black Participation at an Ownership level of companies involved in the Project. The participation includes the Main Contractor, Joint Venture Partners and Sub-Contractors. The onus rests with the Main Contractor to prove the ownership credentials of all participants.
C3.8.2.7 Management Control and Employment Equity (Target 51%, 40% Weighting)

Management and Control refers to the Participation of Black People in each of the participating enterprises. The participation includes the Main Contractor, Joint Venture Partners and Sub-Contractors. Management and Control shall be measured in accordance with the Amended Codes of Good Practice - Statement CSC200: The General Principles For Measuring Management Control. The onus rests with the Main Contractor to prove the management and control credentials of all participants.

<table>
<thead>
<tr>
<th>Equity Target</th>
<th>SANS 10845-5:2015 / ISO 10845 Method</th>
<th>Entity (A)</th>
<th>Black Participation (B)</th>
<th>CPG (A*B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>51% Method 1: Main Contractor</td>
<td>% of Contract Executed</td>
<td>% Black Management</td>
<td>(A*B)</td>
<td></td>
</tr>
<tr>
<td>Method 2: JV Partners</td>
<td>% of Contract Executed</td>
<td>% Black Management</td>
<td>(A*B)</td>
<td></td>
</tr>
<tr>
<td>Method 3: Sub-Contractors</td>
<td>% of Contract Executed</td>
<td>% Black Management</td>
<td>(A*B)</td>
<td></td>
</tr>
</tbody>
</table>

C3.8.2.9 Enterprise and Supplier Development (Target 30%, Weighting 10%)

The successful Contractor will be required to reserve a minimum of 30% of the Contract Amount Transformation, for Targeted Enterprises, towards Enterprise Supplier Development (ESD) and subcontracting.

The Tenderer will be required to outsource or sub-contract at least 30% of the Value of the Contract to Targeted Enterprises, based on the following qualification criteria:

I. Enterprises that qualify as EMEs or QSEs, which are at least 51% owned by Black People, Black Women, Black People with Disabilities and/or Black Youth;
II. Target Areas 1, 2, 3 and 4 shall apply;
III. Targeted Enterprises shall employ at least 3 permanent employees;
IV. Targeted Enterprises shall have a valid Tax Clearance Certificate and VAT registration number;
V. Targeted Enterprises shall have a valid B-BBEE certificate, issued by a SANAS accredited Verification Agency, or affidavit as determined by the Amended Codes of Good Practice or relevant Sector Charters;
VI. Targeted Enterprises who qualify as construction contractors, shall be registered with the CIDB and comply with CIDB requirements.

- The successful tenderer shall furthermore submit an ESD Proposal in accordance with the CIDB “Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts”, within 15 working days after being instructed to do so by the Employers Representative.
- The ESD Proposal must meet the requirements of the CIDB “Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts”.

The onus shall rest with the Main Contractor to ensure that all Sub-Contractors provide a commercially useful function on the contract.

<table>
<thead>
<tr>
<th>ESD Target</th>
<th>SANS 10845-5:2015 / ISO 10845 Method</th>
<th>Entity (A)</th>
<th>Black Participation (B)</th>
<th>CPG (A*B)</th>
</tr>
</thead>
<tbody>
<tr>
<td>30%</td>
<td>Method 2: JV Partners</td>
<td>% of Contract Executed</td>
<td>% Black Management</td>
<td>(A*B)</td>
</tr>
<tr>
<td>Method 3 Sub-Contractors</td>
<td>% of Contract Executed</td>
<td>% Black Management</td>
<td>(A*B)</td>
<td></td>
</tr>
</tbody>
</table>

C3.8.2.9 Skills Development (Target 0.5% of CAT, 5% Weighting 5%)

The successful Contractor will be required to provide Skills Development opportunities in the work, directly related to the Contract, up to completion.

- The Tender is required to submit a Skills Development Proposal, within 15 working days after being instructed to do so by the Principal Agent, in accordance with the CIDB “Standard for Developing Skills Through Infrastructure Contracts”.
- The Contractor shall allocate at least 0.5% of the Value of the Contract to qualifying Skills Development Initiatives;

The Contractor is required to provide all informal (on-the-job) skills training, as to ensure that a minimum level of competence is achieved and maintained, such that the various activities are carried out safely and to the required standard. Targeted labour shall also be formally trained (where applicable) in main project trades, which includes, amongst other:
- Equipment Operators;
- Health & Safety;
Built environment disciplines categories;
- Full compliance with the CIDB Standard for Skills Development.
The cost of training shall be included in the rates for the various work activities.

C3.8.2.10 Socio Economic Development (Target 0.5% of the CAT, Weighting, 5%)

The Contractor shall allocate at least 0.5% of the Contract Value to qualifying SED Programs for the duration of the Contract.
The developmental impact of the programmes must be considered and measured, as well as the long terms sustainability of the programmes to be implemented.

The SED beneficiary/ies shall be approved by the Employer prior to the SED being undertaken. The SED Activity shall have the specific objective of facilitating sustainable access to the economy for targeted beneficiaries. The Employer may accept a motivation by the Contractor to support a Structured SED Project, if applicable.

The SED programs shall be implemented and limited to Area 1.
For purposes of this Contract, the Contractor shall develop a SED Plan, targeting one or more of the following beneficiaries:
- Development programmes in collaboration with current ACSA SED projects (Area 1);
- Community training skills development for designated unemployed community members and adult basic education and training (Area 1);
- All programmes shall be aligned with the NDP and shall have a long-term and sustainable impact on the local communities.

C3.8.2.11 Compliance, Monitoring & Reporting

1.1 The Contractor is to produce a CPG Implementation Plan within 15 working days of being instructed to do so, and if no such instruction is given, the CPG Implementation Plan shall be submitted before the submission of the first claim for payment. The implementation plan will include quarterly targets to allow for progress reporting and success of implementation. Failure to comply with pre-agree milestones and performance targets will result in corrective action and or implementation of sanctions.

1.2 The Contractor shall deliver and action its Transformation and Empowerment commitments as outlined in the CPG Implementation Plan, which progress will be reported by the Contractor, to the Principal Agent on a quarterly basis (90 days), during the term of the Contract.

1.3 The Contractor shall submit completed Targeted Enterprise declaration affidavits where relevant, with letters of undertaking to act as sub-contractors/suppliers/service providers in respect of each Targeted Enterprise whose contribution shall be counted towards the CPG. These documents shall be submitted before the submission of the first payment claim or as otherwise agreed.

1.4 The Contractor shall enter into written agreements with all the Targeted Enterprises cited in the CPG Implementation Plan and shall furnish the Principal Agent with copies of such agreements and the written acceptance thereof, on an agreed date.
1.5 The Contractor shall submit all documentation required timeously and together with a programme of activities, a schedule which indicates clearly the expected commencement and completion of work and services to be performed by all the Targeted Enterprises engaged on the Contract for the purposes of securing credits towards the CPG. The Contractor shall update this schedule whenever a change in date occurs.

1.6 The Contractor shall assume responsibility for the compilation and maintenance of comprehensive records detailing each Targeted Enterprise’s progress during the construction duration, starting from the award of a contract, to Tax Clearance Certificates and B-BBEE certificates, until the successful completion of the work or termination of the contract.

1.7 The Contractor’s participation performance will be measured quarterly (90 days) in order to monitor the extent to which he is striving to reach the CPG proposed in his tender.

1.8 The Contractor shall prepare and submit, on a quarterly basis (90 days), in reporting forms approved and provided by the Employer, the following:

- Brief report which describes the functions performed by the Targeted Enterprises in the performance of the contract, both over the interim period and on a cumulative basis, as well as values allocated to the works performed;

- A schedule which lists the names, identity numbers, gender, trade/occupation, period of employment, employment number and the like, as directed by the Principal Agent, together with the respective wage rates and allowances payable in respect of Designated Labour, including the monetary value of wages and allowances paid both on a cumulative basis and over the period for which payment is claimed;

- Progress reports in terms of Skills Development and Socio-Economic Development, including, the Rand Value spend on SED or Skills initiatives, as well as hours trained for the measurement period;

- Any other reports, information and/or schedules as reasonably requested and agreed upon between the Contractor, Employer and Principal Agent.

1.9 The Principal Agent shall certify the value of the credits counted towards the CPG whenever a claim for payment is issued to the Principal Agent and shall notify the Contractor of this amount.

1.10 Reporting forms (as agreed upon) shall accompany the Contractor’s monthly claim presented to the Quantity Surveyor and Principal Agent for payment of certified completed work. Failure to adhere to his requirements shall result in the delay of any payment due until the Principal Agent confirms that the forms have been received.

1.11 Should random inspection conducted by the Principal Agent on Targeted Enterprise activities indicate that such enterprises are not performing in accordance with the requirements of this provisions, the Contractor shall provide separate weekly resource returns and any other
relevant information in respect of such Targeted Enterprises in a format approved by the Principal Agent.

1.12 The Contractor shall provide to the Employer, upon receiving an instruction to do so, any documentation and/or evidence required by the Employer which in the Employer's opinion would be necessary to verify whether the Contractor has met the conditions of the CPG commitments as per the CPG Implementation Plan. The Contractor shall provide the said documentation and/or evidence within the period stated in the instruction. Where the Contractor fails to provide the documentation and/or evidence within the period stated, it will be deemed that the Contractor has failed in full to meet the CPG Targets in question. The provision of the documentation and/or evidence shall not constitute a compensation event.

1.13 The Employer and/or Principal Agent has the right to conduct and annual audit on the Contractor’s Transformation and Empowerment performance, measured against the CPG Targets.

C3.8.2.12 Designated Labour

The Contractor shall provide employment opportunities to Designated Labour for the duration of the Contract.

The Contractor shall allocate 100% of its planned labour to the employment of Designated Labour for the duration of the Contract.

The following shall apply to Designated Labour:

- Sub-category 1: Black Woman
- Sub-category 2: Black Youth (aged 18 – 35)
- Sub-category 3: Unemployed Black People
- Sub-category 4: People with disabilities, qualified by a medical practitioner to conduct work on site as per the applicable job description.

- Targeted Area 1 shall apply.
- The above individuals must be South African citizens who permanently reside within the boundaries of the Target Areas. It is incumbent on individuals defined as Targeted Labour to demonstrate their claims to such residency based on identification and association with and recognition by members of the community residing within the aforementioned area. It is incumbent on individuals to provide evidence of qualifying for the Designated Groups.
- Designated Labour does not include the current permanent workforce of the Contractor;
- The Contractor shall appoint Community Liaison Officers (CLO) as prescribed below:

C3.8.2.13 Community Liaison Officer (CLO):

The Contractor shall appoint suitable and experienced CLOs for the duration of the Contract. The CVs and qualifications shall be provided to the Employer and Principal Agent for approval. The primary function of the CLOs shall be to assist the Contractor with the identification of targeted labour, to represent the local communities in matters concerning the use of labour (and/or enterprises) on the works and to assist with and facilitate communication between the Contractor, the Principal Agent and the local communities, including, but not limited to the following:
• Informing the community of project details, safety precautions and programme;
• Maintaining records of potential labour within the community and provide the Contractor with copies of the information;
• To identify, screen and nominate labour from the community in accordance with the Contractor’s requirements and determine, in consultation with the Contractor, the needs of local/designated labour for employment and relevant technical training, where applicable;
• Identify possible labour disputes, unrest, strikes, etc., in advance and assist the Contractor in their resolution;
• Attend all meetings at which the community and/or labour is represented or discussed;
• Attend contract site meetings and report on community and labour issues at these meetings;
• Co-ordinate and assist with the obtaining of information regarding the community’s needs (questionnaires, etc.);
• Inform local labour of their conditions of temporary employment, to ensure their timeous availability and to inform them timeously of when they will be relieved;
• Report monthly to the Contractor and communities with respect targeted local involvement, training and the equity status of employees;
• Keep a daily written record of interviews and community liaison;
• Assist with the training and education of the community regarding the correct usage of the services, where applicable;
• Any other duties that may become necessary as the works progress.

The identification of suitable CLO’s (2 candidates) for the CLO positions shall be resolved by the relevant Ward Councillor/s. Should suitable candidates not be identified within two weeks of the date of request, the Contractor shall be allowed to seek candidates from the relevant Sub-Councils. The final selection and appointment of the CLOs in terms of the contract shall be the responsibility of the Contractor.

It is required, therefore, that the Contractor enter into a Contract of Temporary Employment with the selected CLOs, the contracting parties being the Contractor and the CLOs. All costs involved shall be borne by the Contractor and the Tender shall be deemed to include for this. All labour related matters and/or disputes shall be the responsibility of the Contractor.
Guidelines for the minimum requirements for the appointment of a CLO are given below:

- Should have a Grade 12 with the ability to comprehensively read and write in English and relevant language spoken by the community;
- Should be able to demonstrate or provide evidence of knowledge of community and in forming good relations within the community;
- Should be able to identify Designated Labour;
- Should be able to identify local enterprises as suppliers or subcontractors;
- Should be reliable and accountable;
- Should understand construction and be able to communicate with Contractors and subcontractors;
- Should reside in the local community/ies (Area 1).

C3.8.2.14 Selection and recruitment of Designated Labour:

Where Designated Labour is to be drawn from specific local communities (defined in terms of the target areas), such labour shall be identified. The Contractor shall request, via the CLO, a list of suitable candidates. from which the Contractor shall make its final selection. The Contractor shall enter into written temporary employment agreements with all Designated Labour. Any difficulty experienced by the Contractor in identifying candidates though the identified process, or any matter relating to the employment of labour, shall be immediately referred to the Principal Agent.

C3.8.2.15 Sanction

In the event that, the contractor fails to substantiate that any failure to achieve the contract participation goal was due to

a) quantitative underruns,

b) the elimination by the employer of items included in the contract participation goal, or

c) any other reason beyond the contractor’s control which may be acceptable to the employer, the sanctions provided for in the contract shall apply.

If the appointed contractor fails to maintain the minimum CPG, the Contractor shall pay the Employer penalties in the amount of 110% of the difference between the target and the actual credits achieved multiplied by the Contract Amount Transformation.

E.g.  Contract Amount Transformation: R20m
Black equity in JV: 42
Actual credits received: 40% (as monitored and measured)
Therefore, points received: 4.0
Difference: 0.2 points
Penalty = R20m x 1.1 x 0.002 = R44 000

No over performance payment will be due from the employer.
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AIRPORTS COMPANY SOUTH AFRICA

CAPE TOWN INTERNATIONAL AIRPORT

TENDER NO: CIA6272/2019/RFP

DESIGN, SUPPLY AND INSTALLATION SERVICES FOR BAGGAGE CAROUSELS AT CAPE TOWN INTERNATIONAL AIRPORT

PART C4: SITE INFORMATION

C4.1 ACCESS TO SITE
C4.2 OFF-LOADING
C4.3 SITE ESTABLISHMENT
C4.4 WASTE MANAGEMENT
C4.5 PARKING
C4.1 ACCESS TO SITE

Access to the Site will always be on the Landside. The Contractor will however be subjected to typical security processes to be imposed by Another Contractor which will not be unreasonable. The Contractor shall allow 2 hours/person for safety and security induction training and the obtaining of personal permits. Working hours shall be as per normal working days from 08h00 to 17h00; should the Contractor wishes to work additional hours and/or additional days, special arrangements should be made.

C4.2 OFF-LOADING

The Contractor shall off-load its material in a dedicated area from where the crates will be moved to the work area by the Contractor without delay. The Contractor must allow for the utilization of trolley jacks with pneumatic tyres or alternative provide adequate protection to floors.

C4.3 SITE ESTABLISHMENT

No dedicated site establishment area will be allocated for this project as it is deemed to be of short duration and relatively uncomplicated. The area between the two carousels will be allocated to the Contractor’s exclusive use. This area can therefore be used as a materials laydown area, storing of tools, etc. The Contractor shall be solely responsible for the safe storing and keeping if all tools, metering equipment, specialized equipment, etc. The Contractor shall use the general ablution facilities that will be provided for by Another Contractor. The lighting in the area will be general of nature and the Contractor shall procure additional lighting at own cost if so required by him. The electrical supply for the carousels may be use as a temporary supply for power tools, additional lighting, etc.

C4.4 WASTE MANAGEMENT

Incidental waste which are small in volume can be discharged into the waste skip of Another Contractor. However, all crates will have to be disposed of by the Contractor himself in a responsible manner at an area outside of the airport premises.

C4.5 PARKING

The general parking for smaller vehicles (pick-ups and passenger motorcars) will be in Parkade 1 which is close to the Site. The cost associated with the parking will be monthly and is nominal amount.