BID DOCUMENT

FOR

the Terminal Building Refurbishment Project at King Phalo Airport for a period of 12 months

Bid Reference Number: ELA7270/2023/RFP

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".

FEBRUARY 2024

VOLUME 1

NAME OF BIDDER: …….....

Confidential

BIDDER'S DETAILS

1	NAME OF TENDERER (BIDDING ENTITY)	
		(FULL NAME, i.e. CC, (Pty) Ltd, JV, SOLE PROPRIETOR)
2	TEL NUMBER	
3	FAX NUMBER	
4	EMAIL	
5	NAME OF CONTACT	
6	NATIONAL TREASURY CSD REGISTRATION NUMBER	MAAA
7	TENDER AMOUNT (VAT Incl) **This should be the same as the C1.1 Offer and Acceptance in the Contract**	

Confidential

RFP Timelines

Tender Number	**ELA7270/2023/RFP**
Issue Date	**07TH FEBRUARY 2025**
Compulsory Briefing Session Date & Time	**Bidders should visit the permit office at least one-hour prior the site inspection to obtain TEMP PERMIT cards. Every bidder must come to site with the following:** **(a) Reflective jacket** **(b) Identity Document and a copy if your ID (not driver's license)** **(c) Safety boots** **17TH FEBRUARY 2025 @ 11H00**
Enquiries closing Date and time	**25TH FEBRUARY 2025 @12h00 mid-day**
RFP submission closing Date and time	**17TH MARCH 2025 @ 12h00 mid-day**

Confidential

T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for:**

The Terminal Building Refurbishment Project at King Phalo Airport for a period of 12 months

TENDER REFERENCE NUMBER: **ELA7270/2023/RFP**

TENDER DOCUMENT AVAILABILITY

Tender document are available from **07TH FEBRUARY 2025 ,** for free download from National Treasury's eTenders Publication Portal **(http://www.etenders.gov.za)** and ACSA Tender Bulletin website - http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders

KINDLY PRINT AND COMPLETE.

Queries relating to the issue of these documents may be addressed to Mr Graham Mitchell.

E-mail address: ctiatender.admin@airports.co.za

Closing date for enquiries is **25TH FEBRUARY 2025 CLOSE OF BUSINESS**

COMPULSORY BRIEFING

A compulsory clarification meeting with representatives of the Employer will take place in person on the

17TH FEBRUARY 2025 @ 11H00 at the following Venue

VENUE:

Administrator Office,

66 Settlers way,

First floor,

East London,

5201

Closing Date

The closing time for receipt of tenders is **17TH MARCH 2025 @ 12:00 PM** (South African Time). Tenders must be placed inside the **Tender Box.**

LOCATION OF TENDER BOX:

Administrator Office,

66 Settlers way,

First floor,

East London,

5201

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.

Confidential

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).

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

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

Clause Number	**Tender Data**
C.1	**GENERAL**
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	The Tender Documents issued by the Employer comprise: **Part T1: Tendering Procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender **Part T2: Returnable Document** T2.1 List of returnable documents T2.2 Returnable schedule **Part C1: Agreements and Contract Data** C1.1 Form of offer and acceptance C1.2 Contract data **Part C2: Pricing Schedule** C2.1 Pricing instructions C2.2 ACSA Service Level Agreement C2.3 Bills of Quantities Section 1 - Preliminaries **Part C3: Scope of work a comprehensive SOW Attached hereto** **Part C4: Site information** **Part C5: Annexures**
C.1.4	The Employer's Agent is **Graham Mitchell (SCM Representative)** **Email address:** ctiatender.admin@airports.co.za All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department
C.1.5	**C1.5 Cancellation and Re-Invitation of Tenders** C1.5.1 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.

Confidential

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.2.10.3	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 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. The bidder is solely responsibility for all reporting required by the contract owner and will ensure that regular scheduled reports are provided for the tenure of this Bid. Reporting should be on a company letterhead and be signed and initialled by the responsible parties.
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:** **Administrator Office,** **66 Settlers way,** **First floor,** **East London,** **5201**

Confidential

	BID REF. NO: ELA7270/2023/RFP **TITLE: Tender for The Terminal Building Refurbishment Project at King Phalo Airport for a period of 12 months** **CLOSING DATE: 17TH MARCH 2025 @ 12H00 MID-DAY**
C.2.16	**TENDER OFFER VALIDITY** C.2.16.1 Hold the tender offer(s) valid for **12 weeks (CIDB Construction Industry and Development Board**) or **120 days for non CIDB** (CIDB Construction Industry and Development Board) Tenders - for **acceptance** by the employer at any time during the validity period stated after the closing time stated in the tender data. ACSA reserves the right to request an extension if and when required. 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.2.21	**Protocol for site inspection:** a) While on site bidders shall always adhere to ACSA safety protocol. b) Protective gear (PPE) shall be worn before entering Airside.ie. retroreflective safety jacket. See the picture below of an acceptable retro-reflective jacket. Bidders will not be able to access airside if the reflective jacket is not to specification (must be lime green and have reflective tape). Specification Style: High visibility, lime, waist coat with zip closure and reflective tape. No other colours will be accepted. c) The bidders representatives are required to bring a certified copy of their identity document, not older than 3 months, or an original ID document. Failure to bring this document to site will result in the bidder not being able to access Airside.

Confidential

	 
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	There will be public opening of tenders after the @ 12:00 PM Tender opening register will be made available to all bidders who submitted a bid.
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, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. (check certificates if attached, eg Qualifications, etc allow bidder reasonable time to submit.) 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,

<table>
<tr><td></td><td>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.</td></tr>
<tr><td>C.3.9</td><td>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.</td></tr>
<tr><td>C.3.10</td><td>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.</td></tr>
<tr><td>C.3.11</td><td>A staged approach will be used to evaluate tenders.
<table>
<tr><th>Stage 1</th><th>Stage 2</th><th>Stage 3</th><th>Stage 4</th><th>Stage 5</th><th>Stage 6</th><th>Stage 7</th></tr>
<tr><td>Test for Responsiveness As per Clause C3.8</td><td>Mandatory Requirements</td><td>Check if minimum local content and production thresholds have been met (if applicable)</td><td>Evaluate on functionality or the technical aspect of the bid.</td><td>Evaluate price and Preference</td><td>Post tender negotiations, if applicable.</td><td>Security Vetting, if deemed necessary</td></tr>
</table></td></tr>
</table>

STAGE 1 – TEST FOR RESPONSIVENESS - as outlined by the clause C3.8 above.

STAGE 2 - MANDATORY ADMINISTRATION CRITERIA

(a) Full completed and signed form of offer and acceptance (C1.1). **Found in the NEC ECC3 Contract document.**
(b) Only tenderers with a valid CIDB contractor grading of **3SN or higher** are eligible to bid on this initiative.
(c) Only bidders who attend the **Compulsory** Site Briefing session will be eligible to bid
(d) Tenderers must complete and sign the Bidder's Disclosure Form (SBD4)
(e) Tenders must provide proof of COIDA (Letter of good standing with the Workers Compensation Commissioner or proof of application) with the Department of Labour, FEM or RMA

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

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

NB: The contract will not be signed without a valid insurance. (Proof of insurance – On award ONLY)

NB: The Contract will not be signed without a valid letter of good standing with the workers Compensation commissioner (COIDA).

STAGE 3 – **MINIMUM THRESHOLD – LOCAL CONTENT 6.2 (WHERE APPLICABLE)**

Check if minimum local content and production thresholds have been met (if applicable)

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.

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

Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum on each functional stage will not be considered further in the evaluation. The criteria of the evaluation are expressed in the table below.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Total points allocated shall be 100.

Tenderers must score a minimum score per each sub criteria and an overall minimum threshold of 60 points out of 100 is required to be achieved for the bidder to be successful.

Confidential

Bidding entity must achieve an overall aggregate score of 65 points or higher. A bidding entity that fails to meet one of the minimum sub criteria will be disqualified.

Criteria Description	MIN	MAX	BIDDERS SELF SCORE
1. Company Experience (Reference letter NOT Completion certificate) Proven company relevant experience in roof waterproofing works (SN work). • **Less than 2 letters = 0 points** • **2 Reference letters = 30 points** • **3 or more Reference letters = 50 points** NB* **Reference letters must include Company letter head and project scope which must contain waterproofing experience.** Example: Contactable references should typically include, company letterhead, site where project was conducted, project scope which must contain waterproofing, include telephone/cell phone numbers, email address and contact names of referees. Note that **only** reference letters with the project value of **R300 000.00 Vat incl** or more will be considered. **REFER FORM A5** **Note: The Tender Preparation and Evaluation Committee will verify the reference by means of contacting the number and followed up by an email.**	**30**	**50**	
2. Site Foreman/Supervisor ***Relevant Experience*** (Detailed description of experience in waterproofing works to be included in the CV and there should be a start and end date specifically indicating the exact date, month and year employment commenced and end date between companies of employment as a Site Foreman or Supervisor).(refer FORM C7) **>5 yrs experience** | **3 – 5 yrs experience** | **<3 yrs experience** 10 | 5 | 0	**5**	**10**	

Confidential

		Relevant Education *(certified qualification certificate to be provided)* **National Diploma or higher in the Built Environment**: 10 **Matric or N3 and a Trade Test in the Built Environment**: 5	**5**	**10**	
		3. Waterproofing specialist ***a) Relevant Experience*** **(**Detailed description of experience in waterproofing works to be included in the CV and there should be a start and end date specifically indicating the exact date, month and year employment commenced and end date between companies of employment as a Waterproofing Specialist (refer FORM C7) **>5 yrs experience**: 10 **3 – 5 yrs experience**: 5 **<3 yrs experience**: 0 ***b) Relevant Education/Training*** *(Valid Certificate to be submitted)* **Any applicable certificate or training confirming competency in waterproofing**: 5 **No relevant qualification or training relating to waterproofing**: 0	**5** **5**	**10** **5**	
		4. Health and Safety officer **a) *Relevant Experience*** (Detailed description of experience in Building works to be included in the CV and there should be a start and end date specifically indicating the exact date, month and year employment commenced and end date between companies of employment as a Safety Officer. (refer FORM C7) **>5 years' experience**: 10 **3 - 5 years' experience**: 5 **<3 yrs experience**: 0 ***b) Relevant Education*** *(certified copies of qualifications)* **SACPCMP Certification or similar**: 5 **No proof provided**: 0	**5** **5**	**15**	
		Total	**60**	**100**	

Confidential

***NB**

All qualifications must be SAQA accredited.
All foreign and technical qualifications provided must be SAQA-approved/accredited.

A typical relevant and updated CV of each of required resources should consist of not more than 2-3 pages and must be attached/included to Form C7

Each relevant and updated CV should typically include the following information.

1. Personal particulars mentioning:
   *name
   *date and place of birth
2. Place (s) of tertiary education and dates associated therewith.
3. Qualifications (degrees, diplomas, artisan's certification or other recognised training courses completed)
4. Membership grades or membership of professional societies and professional registrations)
5. Name of current employer and position in enterprise
6. Overview of post graduate experience (year, organization and position / responsibilities)
7. Record of Previous work experience relevant to the tender requirements
8. Total number of years' working experience (include start and end dates) relevant to the tender requirements.
9. Professional activities which have a bearing on the service

NB: All minimum threshold per resource AND company experience must be met to be evaluated further.

- Qualification requirements apply concurrently, and bidders must meet all requirements per category to score full points.
- If bidder supplies any mix of qualifications corresponding to min or max category, minimum points will be allocated.

If a tenderer wishes to submit an alternative tender offer, it must demonstrably satisfy the Employer's standards and requirements as per the original tender document. An alternative offer may only be submitted if an offer that fully satisfies the original tender document requirements is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will imply acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full

	responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. Alternative Tender Offers will ONLY be considered from the highest point scoring respondent and only if/when the award is granted.

Confidential

STAGE 5 PRICE AND PREFERENCE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring *80/20 for bids with the rand value equal to or below R50 million*. A maximum of *80* points is allocated for price based on the following formulae (delete formula not applicable):

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Determine acceptability of preferred tenderer:

Perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- Unduly high or unduly low tendered rates or amounts in the tender offer.
- Contract data provided by the tenderer; or
- The contents of the tender returnable which are to be included in the contract.

Evaluation of Preference

ACSA will score specific goals out of *20* in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of *20*. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Category	Specific Goals	Score	BIDDER SELF SCORE
		20	
Construction	≥51% owned by Black male and Black women and Black youth and People living with disabilities	20	
	≥51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
	≥51% owned by Black male or Black women or Black youth or People living with disabilities	10	
	< 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
	Other	0	

Confidential

T1.3 Standard Conditions of Tender

Standard Conditions of Tender

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.

Confidential

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 utilised 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 identified 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

Confidential

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 (Not applicable)

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.

Confidential

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.(Note Applicable)

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

Confidential

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 (Not Applicable)

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.

Confidential

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.

Confidential

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.

Confidential

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

Confidential

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 (Not applicable)

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.

Confidential

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.

Confidential

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:	
Requirement	**Qualitative interpretation of goal**
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	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.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	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.

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

Confidential

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.

Confidential

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.

Confidential

AIRPORTS COMPANY SOUTH AFRICA

BID REF. No: ELA7270/2023/RFP

TITLE : Tender for the Terminal Building Refurbishment Project at King Phalo Airport for a period of 12 months

Part T2: Returnable Documents

T2.1: List of Returnable Document

T2.2: Returnable Schedules

Confidential

T2.1: LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:	Completed (tick)
1 Returnable Schedules required for tender evaluation purposes only	
A1: Certificate of Attendance at Compulsory Briefing session	
A2: Record of Addenda to Tender Documents	
A3: Certificate of Authority for Signatory	
A4: Certificate of Authority for Joint Ventures *(where applicable)*	
A5: Schedule of the Tenderer's Recent Experience related to this Project	
A6: Completion Certificates of Previous Projects Completed	
A7: Copies of Client Reference Letters of Previous Projects Completed	
A8: Proof of Contract Values of Previous Projects Completed	
A9: Schedule of Current Commitments	
A10: SBD 1 : Invitation to Bid	
A11: SBD 4: Bidder's Disclosure Form	
A12: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
A13: SBD 6.2 Declaration for local content and production for PPPFA designated sectors	
A14: Confidentiality and Non-Disclosure Agreement.	
2 Other documents required only for tender evaluation purposes	
B1: Proof of registration for Contractor's WCA registration and or COIDA (DoL/RMA/FEM)	
B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
B3: SARS Pin Tax Clearance Certificate issued by the South African Revenue Services.	
B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
B5: Central Supplier Database (CSD) proof of registration.	
3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
C1.1 Form of Offer and Acceptance **(See Vol2A NEC Contract)**	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C3: Subcontractor's Supporting Documents	
C4: Plant and Equipment	
C5: A certified copy of B-BBEE Verification Certificate	
C6: CV's of key personnel	
C7: Certified Copies of Qualifications, Registrations and/or Certificates of Key Personnel.	
C8: Company Organogram	
C9 Work Plan and Proposed Methodology	
C10 Occupational Health and Safety Questionnaire	
C11 Schedule of Information to be provided by the Tenderer	
C12: Proposed Amendments and Qualifications	
C13A: JV Agreement	
C13B: CIDB-Construction Industry Development Board	
C14: POPIA Annexure	
C15: Occupational Health and Safety Mandatory Agreement	
C16: Environmental Terms and Conditions	
C17: VAT Questionnaire	

Confidential

T2.2: RETURNABLE SCHEDULES

FORM A1. Certificate of Attendance of the Compulsory Briefing Session

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……..

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA Representative:

Name: .....

Confidential

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:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Confidential

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 C2.13.4.

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 **ELA7270/2023/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:

……..	…….
Signature	Signature
…….	…….
Name (print)	Name (print)

Attach:

- **Latest Audited Annual Financial Report (If applicable)**
- **Bank reference Letter**

Signed		Date	
Name		Position	
Tenderer			

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

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

Signed		**Date**	
Name		**Position**	
Tenderer			

Confidential

FORM A5 - Schedule of the Tenderer's Recent Experience

Bidder to demonstrate competent and relevant experience in Waterproofing and Refurbishment works as defined in this documents' Scope of Works and/or experience on similar projects locally and/or worldwide. A minimum of **two (2) projects** should be listed below. Contactable references must be provided.

Values to equal or exceed R 300 000,00 VAT inclusive

The tenderer to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

Refer to functionality evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11.

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.
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 see table below:

Note: When completing the below schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11

Projects	Name of Client (For which a same or similar service was rendered)	Project Description *(Refer to functionality)*	Project Value in relation to Water Proofing and Refurbishment as per the Scope of Works contained in this document (Incl. VAT)	Performance Period (Date)		Reference (Client contact details)	Reference letter provided (yes or no)	Completion Certificate provided (yes or no)
				Project Start Date	Project End Date			
Project No. 1						**Name:** …… **Tel:** …….. **Email:** ……..		

Confidential

Projects	Name of Client (For which a same or similar service was rendered)	Project Description *(Refer to functionality)*	Project Value in relation to Water Proofing and Refurbishment as per the Scope of Works contained in this document (Incl. VAT)	Performance Period (Date)		Reference (Client contact details)	Reference letter provided (yes or no)	Completion Certificate provided (yes or no)
				Project Start Date	Project End Date			
Project No. 2						**Name:** **……** **Tel:** **……..** **Email:** **……..**		
Project No. 3						**Name:** **……** **Tel:** **……..** **Email:** **……..**		
Project No. 4						**Name:** **……** **Tel:** **……..** **Email:** **……..**		

Confidential

Projects	Name of Client (For which a same or similar service was rendered)	Project Description *(Refer to functionality)*	Project Value in relation to Water Proofing and Refurbishment as per the Scope of Works contained in this document (Incl. VAT)	Performance Period (Date)		Reference (Client contact details)	Reference letter provided (yes or no)	Completion Certificate provided (yes or no)
				Project Start Date	Project End Date			
Project No. 5						**Name:** **……** **Tel:** **……..** **Email:** **……..**		

Confidential

- **The Tenderer must complete Form A5. Failure to complete may result in disqualification.**
- **Contactable references must be provided. Please provide a VALID e-mail address for reference verification.**
- **Projects listed must be completed projects. Ongoing/incomplete projects will not be evaluated.**

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.

Signed		**Date**	
Name		**Position**	
Tenderer			

FORM A6 Copies of Completion Certificates of Previous Projects Completed

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.

Signed		Date	
Name		Position	
Tenderer			

FORM A7 Copies of Client Reference Letters of Previous Projects Completed

Please attach Client Reference Letters of Previous Projects Completed as **listed under Form A5** above to this page.
A minimum of Two **(2) Reference Letters are** required for relevant projects.

All Client reference letters must be signed by Client.

Experience is demonstrated by providing signed Completion Certificates typically containing:

- **A Client Agent letterhead,**
- **Project name,**
- **Description of scope of works,**
- **Contractor name,**
- **Value of contract,**
- **Start and End date of contract/project,**
- **Client details, contactable contact person with email address and valid phone number.**

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.

Signed		Date	
Name		Position	
Tenderer			

Form A8 Proof of Contract Values of Previous Projects Completed

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.

Signed		Date	
Name		Position	
Tenderer			

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.

Employer, contact person and telephone number	Consultant/ Principal Agent, contact person and telephone number	Description of contract	Value of work inclusive of VAT (rand)	Completion Date

Signed		Date	
Name		Position	
Tenderer			

FORM A10. Invitation to Bid

SBD 1

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	**ELA7270/2023/RFP**	CLOSING DATE:	**17th MARCH 2025**	CLOSING TIME:	**12H00 mid-day**
DESCRIPTION	**Tender for The Terminal Building Refurbishment Project at King Phalo Airport for a period of 12 months**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
KING PHALO AIRPORT - Administrator Office, 66 Settlers way,					
First floor, East London, 5201					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO :		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	GRAHAM MITCHELL	CONTACT PERSON	**ctiatender.admin@airports.co.za**
TELEPHONE NUMBER	**n/a**	TELEPHONE NUMBER	**n/a**
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS		E-MAIL ADDRESS	

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		*ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?*		☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT POST AWARD.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

FORM A 11 : BIDDER'S DISCLOSURE **SBD4**

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise,
employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

……
……

3. DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

[2] 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.

competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… ……
Signature Date

…… ……
Position Name of bidder

SBD 6.1

FORM A12. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals / Preference .

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	**80**
BBBEE / PREFERENCE	**20**
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for

specific goals are not claimed.

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

Category	Specific Goals	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
		SCORE: 20	**BIDDER SELF SCORE:**
Construction	51% owned by Black male and Black women and Black youth and People living with disabilities	20	
	51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	15	
	51% owned by Black male or Black women or Black youth or People living with disabilities	10	
	Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
	Other	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

- □ Partnership/Joint Venture / Consortium
- □ One-person business/sole propriety
- □ Close corporation
- □ Public Company
- □ Personal Liability Company
- □ (Pty) Limited
- □ Non-Profit Company
- □ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: …….
DATE: ……

ADDRESS: ……

……

……
……

SBD 6.2

FORM A13: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

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

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

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

LC = [1 - x / y] * 100

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on http:/www.thedti.gov.za/industrial development/ip.jsp at no cost.

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

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

Description of services, works or goods	Stipulated minimum threshold

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

The Department of Trade, Industry and Competition (**the dtic**) designated industries, sectors and sub-sectors for local production at a specified level of local content since 2011.

The following industries, sectors and sub-sectors have so far been designated for local production with minimum local content thresholds.

Industry/sector/sub-sector	**Minimum threshold for local content**
Buses (Bus Body)	80%
Textile, Clothing, Leather and Footwear	100%
Steel Power Pylons, Monopole Pylons, Steel Substation Structures, Powerline Hardware, Street Light Steel Poles, Steel Lattice Towers	100%
Canned / Processed Vegetables	80%
Pharmaceutical Products:	
• OSD Tender • Family Planning Tender	• 70% (volumes) • 50% value
Rail Rolling Stock	65%
Set Top Boxes (STB)	30%
Furniture Products:	
• Office Furniture • School Furniture • Base and Mattress	• 85% • 100% • 90%
Solar Water Heater Components	70%
Electrical and telecom cables	90%
Valves products and actuators	70%
Residential Electricity Meter :	
• Prepaid Electricity Meters • Post Paid Electricity Meters • SMART Meters	• 70% • 70% • 50%
Working Vessels/Boats (All types):	60%
• Components	• 10% – 100%
Conveyance Pipes	80% – 100%

Transformers and Shunt Reactors:	
• Class 0 • Class 1 • Class 2 • Class 3 • Class 4	• 90% • 70% • 70% • 45% • 10%
• Components and conversion activities	• 50% – 100%
Solar PV Components:	
• Laminated PV Modules • Module Frame • DC Combiner Boxes • Mounting Structure • Inverter	• 15% • 65% • 65% • 90% • 40%
Two Way Radio Terminals and Associated Equipment:	
• Portable Radio • Mobile Radio • Repeater	• 60% • 60% • 60%
• Components	• 20% – 100%
Rail Signaling:	• 65%
• Components	• 40% – 100%
Wheely Bins:	100%
Fire Fighting Vehicle	30%
• Crew Cabin • Super Structure • Assembly	• 100% • 100% • 100%
Steel Products and Component for Construction	
Steel Value-added Products • Fabricated Structural Steel • Joining/Connecting Components • Frames • Roof and Cladding • Fasteners • Wire Products • Ducting and Structural pipework • Gutters, downpipes & lauders •	• 100% • 100% • 100% • 100% • 100% • 100% • 100% • 100%
Steel Value-added Products • Plates • Sheets • Galvanised and Colour Coated Coils • Wire Rod and Drawn Wire • Sections • Reinforcing bars	 • 100% • 100% • 100% • 100%

	• 100% • 100%
Pumps, Medium Voltage (MV) Motor and Associated Accessories	70%
• Casting or Frame Fabrication • Fabrication and winding of the Rotor Core • Accessories • Assembly and testing of the fully-built unit	• 100% • 100% • 100% • 100%
Rail Permanent Way	90%
• Rails and rail joints • Ballasts • Ballastless • Turnouts/switches and crossings • Railway sleepers • Rail fastening and accessories • Railway maintenance of way plant & equipment • Assembly and testing of fully build unitst	• 100% • 100% • 100% • 100% • 100% • 100% • 70% • 100%
Plastic Pipes	100%
• Polyvinyl chloride (PVC) pipes • High density polyethylene (HDPE) pipes • Polypropylene (PP) pipes • Glass reinforced plastic (GRP) pipes	• 100% • 100% • 100% • 100%
Air insulated MV Switchgear	50%
• Instrument Transformers • Busbars • Housing • Switching Devices	• 15% • 5% • 25% • 5%
Bulk Material Handling	85%
• • Conveyer Idlers • Structural Steel • Rubber • Conveyor Belt • Pulleys	• 70% • 100% • 100% • 100% • 60%
Industrial lead Acid Batteries	50%

Cement	100%
• Cem I • Cem II • Cem III • Cem IV • Cem V • Masonry Cement	• 100% • 100% • 100% • 100% • 100% • 100%

The local content bidding document can be completed in line with the requirements of the SABS approved technical specification number SABS approved standard SANS 1286:2017 and the Guidance Document for the Calculation of Local Content together with the associated Annexures:

- Annexure C: Local Content Declaration – Summary Schedule,
- Annexure D: Imported Content Declaration – Supporting Schedule to Annexure C and
- Annexure E: Local Content Declaration – Supporting Schedule to Annexure C.

For local content related enquiries, please call the helpline on +27 (12) 394 1435.

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):

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement

Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

Form A14: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
(Registration No. 1993/004149/30)
("Airports Company")

of
Western Precinct, Aviation Park
O.R. Tambo International Airport
1 Jones Road
Kempton Park
1632

AND

[NAME OF SERVICE PROVIDER]
(Registration No: _____)
("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -

1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of an confidential nature of the disclosing party, in whatever form it may be;

1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;

1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;

1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;

1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;

1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;

1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -

1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;

1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;

1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;

1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;

1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.

1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, *(holding company)* or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;

1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;

1.5 “receiving party” – the party receiving confidential information in terms of this agreement;

1.6 “the parties” – the Airports Company and _____**.**

2. INTRODUCTION

2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.

2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.

2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

3. USE OF CONFIDENTIAL INFORMATION

Any confidential information disclosed by the disclosing party shall be received and used by the receiving party only for the limited purpose described in 2.1 above and for no other purpose.

4. NON-DISCLOSURE

4.1 THE RECEIVING PARTY undertakes that -

4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;

4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information failing into the hands of unauthorised persons or entities;

4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -

4.1.3.1 unless it is strictly necessary for the purposes referred to in 2.1 above; and

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. COPIES

5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".

5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –

5.2.1 where copies of the confidential Information are held;

5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and

5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

6. **THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY**

6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "**Company IP**") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.

6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to **brandcustodian@airports.co.za.** Each single request by the same receiving party shall be treated as a new request.

6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **Title**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

10. **ENFORCEMENT, GOVERNING LAWS AND JURISDICTION**

10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. DOMICILIUM

11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.

11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.

11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;

11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. GENERAL

12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____day of _____202___

_____
AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____day of _____202___

_____
[NAME OF SERVICE PROVIDER]
the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

B1: Proof of registration for Contractor's WCA registration and COIDA.

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

B3: SARS Pin issued by the South African Revenue Services

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

Bank Report on : Honeywell Automation and Control Solutions (SA) (Pty) Limited.
Account No :
Bank :
Branch Code :
Amount :
Duration : *(*excluding special non-working days)

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.
Section 1: Name of enterprise:
Section 2: VAT registration number, if any:
Section 3: CIDB registration number, if any:
Section 4: CSD number:
Section 5: Particulars of sole proprietors and partners in partnerships: ***** *Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*
Section 6: Particulars of companies and close corporations
Company registration number:
Close corporation number:
Tax reference number:
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.
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.

	Name and address of proposed Subcontractor	**Nature and extent of work**	**Previous experience with Subcontractor.**
1.			
2.			
3.			
4.			
5.			

Signed		Date	
Name		Position	
Tenderer			

Form C3 Subcontractor Supporting Documents

List supporting documents required for subcontractor, if applicable:

- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Proof of registration with Central Supplier Database form
- CIPC certificate
- Share Certificate
- Valid BBBEE Certificate.
- CIDB Certificate.

Signed		Date	
Name		Position	
Tenderer			

Form C4: 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.

Quantity	Description, size, capacity, etc.

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.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM C5: A certified copy of B-BBEE Verification Certificate

1. Valuation of preference points is based on tenderer's B-BBEE verification certificate for Construction Sector:

   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 invent 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.

Signed		Date	
Name		Position	
Tenderer			

FORM C6. The CV's of key personnel

Please attach comprehensive and relative CVs of Key Personnel to this page.

- **Site Foreman/ Site Supervisor**
- **Waterproofing Specialist**
- **Health and Safety Officer**

The below declaration must be completed by each of the Key Resources assigned to this project. Please attach signed declaration/s with this Tender.

Key to note : The resource compliment is non-exhaustive and is output based. Only Key resources will be evaluated; however, they are the minimum personnel required per shift.

As an employee of Company _____I hereby consent / do not consent to the use of my personal and professional information for the purposes of this bid ONLY, and shall remain confidential according to the POPIA ACT Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21.

Employee Name and Surname: _____

Employee Designation: _____

Employee # _____

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.

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C.3.11

Signed		Date	
Name		Position	
Tenderer			

Site Foreman/Site Supervisor

Position held:	**□ Site Foreman/Site Supervisor**		
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as an Site Supervisor/Contract Manager			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			

Personal Project Experience:			
Project 1	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 2	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	

Project 3	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 4	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 5	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value (incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data.
Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as a Site Foreman/Supervisor.

Waterproofing Specialist

Position held:	□ **Waterproofing Specialist**		
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as a (IE or ME)			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			

Personal Project Experience:			
Project 1	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 2	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 3	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		

	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 4	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 5	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data
Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as Waterproofing Specialist.

Health And Safety Officer

Position held:	□ **Health and Safety Officer**		
First Name			
Surname			
Nationality		Date of Birth	
Current Residence (City/ Town)			
Education (Qualification)		NQF Level	
Relevant Number of Years' Experience as an Electrician 1			
Professional Body:			
Affiliation/ Accreditation:			
Registration No.			

Personal Project Experience:			
Project 1	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 2	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project	Construction Company/Employer		

	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 4	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	
Project 5	Construction Company/Employer		
	Description of Project		
	Position Held		
	Client/end user (of Project)		
	Project Value(incl. VAT)		
	Commencement Date		
	Completion Date		
	Contactable Reference Details	Employer/Company Name	
		Reference Person Name	
		Contact Number	

When completing the above schedule, Tenderers must be cognisant of the evaluation criteria as described in the Tender Data
Complete the above Template and attach **a detailed CV** indicating projects completed (year completed, start and end dates) as a Health and Safety Officer.

Note: Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Clause C3.11

I, the undersigned, who warrants that he / she is duly authorised 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.

Signed ..... Date _____

Name ..... Position _____

Tender .....

FORM C7: Certified Copies of Qualifications or Certificates of Key Personnel.

Please attach certified copies of **Registrations, Qualifications or Certificates of** Key Personnel as listed under Form C6 above to this page.

1) Site Foreman/Site Supervisor

National Diploma or higher in the Built Environment OR Matric or N3 and a Trade Test in the Built Environment. Attach certified proof of Qualification.

2) Waterproofing Specialist

Any applicable certificate or training confirming competency in waterproofing. Attach certified proof of certification or training certificate.

3) Health and Safety Officer

Must be registered as a Construction Health and Safety Officer or Higher with the South African Council for the Project and Construction Management Profession . Attach certified proof of registration

Signed		Date	
Name		Position	
Tenderer			

Form C8 Company Organogram

Please provide us with an Organogram and Chain of Command for reporting purposes

Signed		Date	
Name		Position	
Tenderer			

Form C9: Work Plan and Proposed Methodology

Please add proposed Methodology statement here. Including any LEAN solutions and/or best practice ideology for this project – new or state of the art best in class methodology or adaptation toward key competence and learning curve benefit to ACSA.

Signed		Date	
Name		Position	
Tenderer			

Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	• Periodical work area inspection		
	• Regular Health and Safety meetings with personnel		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	**SHE TRAINING**	**YES**	**NO**
2.1	Is training provided to employees at the following stages?		
	• When joining the company		
	• When changing jobs within the company		
	• When new plant or equipment needs to be operated		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	• First line supervisors		
	Middle and top management		
	Please describe		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		
	When is this done and how is it achieved?		
2.4	Does this training include the selection, use and care of personal protective equipment?		
2.5	What refresher training is provided and at what intervals?		
	Please list examples		

	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses				
	Does this include refresher training?				
3.	**PURCHASE OF GOODS, MATERIALS AND SERVICES**			**YES**	**NO**
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored				
4.	**SHE INSPECTIONS**			**YES**	**NO**
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?				
4.2	Are records of these inspections kept and available?				
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?				
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?				
	Please provide examples of the above				
5.	**RULES AND REGULATIONS**			**YES**	**NO**
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**	**YES**	**NO**
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?		
	Process/Risk | Type of PPE		
	Do you have a copy of the issue lists for PPE available on request?		
7	**EMERGENCY ARRANGEMENTS**	**YES**	**NO**
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**	**YES**	**NO**
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment?		
	In all cases		
	Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made?		
	E.g. Via trade testing, reference checks		
9.	**REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS**	**YES**	**NO**
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy		

9.2	Is there a standard report/investigation form used?		
	Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.?		
	Please provide a copy		
9.4	Please provide the following statistic for the last five years		

	YEAR1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Lost time accidents per 100 employees					
Major/ Reportable injuries per 100 employees					
Number of dangerous occurrences					
Lost man day due to accidents					

10	**HEALTH AND SAFETY COMMUNICATION AND CONSULTATION**	**YES**	**NO**
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

1. **Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
2. **COIDA Insurance**

Declaration

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

Signed		**Date**	
Name		**Position**	
Tenderer			

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:
2022: .....
2023: .....
2024: .....

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): .....

Signed		Date	
Name		Position	
Tenderer			

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.

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Tenderer			

Form C13A: JV Agreement

(Bidder to attach agreement/Memorandum of Understanding between the party/s.)
Indicate the type of tendering structure by marking with an X where applicable:

Unincorporated Joint Venture (registration number for each member of the JV)	
Incorporated JV	

Please complete the following:

Name of lead partner/member of JV	
CIPC Registration Number Please submit as • Incorporated: Consolidated in the JV entity name • Unincorporated: Individual entities	
VAT Registration number Please submit as • Incorporated: Consolidated in the JV entity name • Unincorporated: Individual entities	
CIDB Registration number Please submit as • Incorporated: Consolidated in the JV entity name • Unincorporated: Individual entities	
Shareholding organogram breakdown (for each individual company / JV member) clearly identifying percentages owned by individual shareholders (full names and ID numbers) and other entities (provide full legal/trading name and respective identifying registration / trust members	
BBBEE Certificate: Please submit as • Incorporated: Consolidated in the JV entity name • Unincorporated: Individual entities	
CSD Report: Please submit as • Incorporated: Registered on CSD as the JV entity • Unincorporated: Individual Entities	
Letter of Good Standing: Please submit as • Individual entities	
Contact Person	
Telephone number	
E-mail address	
Postal address (also each member of the JV)	
Physical Address (also each member of the JV)	

Form C13B: CIDB - CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

Tenderer to insert proof of a valid CIDB grading.

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

Form C14: POPIA ANNEXURE:

CONFIDENTIALITY AND DATA PROTECTION

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;

any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in

respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):

the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;

the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract;

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ON THIS_____DAY OF _____2025

_____

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ON THIS_____DAY OF _____2025

AUTHORIZED SIGNATORY _____

FORM C15: OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

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

OBJECTIVES

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

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

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

The parties to this Agreement are:

Name of Organisation: **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**
Physical Address: **Airport Company South Africa South Africa SOC Limited** **Western Precinct, Aviation Park, O.R. Tambo International Airport** **Kempton Park, Johannesburg, 1632**

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

1. DEFINITIONS

1.1 “Mandatary” is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

1.2 “Client” refers to the Company;

1.3 “Parties” means the company and the Contractor, and “Party” shall mean either one of them, as the context indicates;

1.4 "Services" means the services provided by the Contractor or Stakeholder to the company;

1.5 “Stakeholder” refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;

1.6 “The OHS Act” refers to Occupational Health and Safety Act 85 of 1993, as amended;

“The COID Act” refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

1.7 “SHE” means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

a) 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.

b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.

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

d) 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.

e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.

f) 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.

g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.

h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

3.1 In terms of this agreement the Mandatary warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

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

4. SHE Risk Management

4.1 The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document shall include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.

6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained

in the use of such materials, machinery or equipment.

6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

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

7. SUPERVISION, DISCIPLINE AND REPORTING

7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.

7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.

9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.

9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.

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

10. HEALTH AND SAFETY MEETINGS

10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.

10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An

alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

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

11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4 Any other Insurance cover that shall adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further

be provided with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with

the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and shall be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

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

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatory shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

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

29. COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees shall at all times comply with the following conditions:

- 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.
- The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

30. FURTHER UNDERTAKING

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

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

31. ACCEPTANCE OF 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.

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

SIGNATURE ON BEHALF OF MANDATARY **DATE**

(Warrant his authority to sign)

Witnesses:

1. _____

2. _____

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**

AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

Witnesses:

3. _____

4. _____

C16: ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK (EMS 048)

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

ISSUE	**REQUIREMENT**
Environmental Policy	Environmental Policy shall be communicated, comprehended and implemented by all appointed contractor staff (refer to Environmental Management Policy T010 001P).
Stormwater, Soil and Groundwater Pollution	• No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Company immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on Company property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	• All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. • The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	• Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall always maintain a tidy, litter free environment in their work area. • Contractors must keep on file: 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Company immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.

ISSUE	REQUIREMENT
Water and Energy Consumption	The Company promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

I, _____ (name & surname) of _____ (company)

agree to the above conditions and acknowledge Airports Company South Africa SOC Limited's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

FORM C17 : VAT QUESTIONAIRE

VAT Questionnaire for entities bidding as a partnership, joint venture or consortium (i.e. Body of Persons). The following form is required to be completed by the winning bidder at contracting stage.

1. Are you bidding as a partnership/ joint venture or consortium? **Yes/No (Mark with X below)**

Yes	**No**

2. If you have answered yes to the above question, please provide the following:

2.1 A VAT registration certificate in the name of the joint venture, partnership or consortium which includes the VAT registration number of the partnership/joint venture.

Name of the Body of Persons	**VAT Number of Body of Persons**	**Valid VAT registration certificate attached? Yes/No**
1.		

ACSA management will use the following link to check your registration. VendorExactSearch\ 1.0.4 (sarsefiling.co.za)

3. We recommend that the supplier warrants and represents that, where applicable, it is duly registered for VAT under the VAT Act.

4. Failure to comply with the VAT Act in supplying a valid VAT invoice relating to the Body of Persons will result in Airports Company South Africa SOC Limited being entitled to recover any losses, penalties and interest suffered. Failure includes but is not limited to the invoice having a VAT number that is not registered to the Joint Venture/partnership/consortium i.e. if the VAT number supplied relates to one party of the Body of Persons.

The below definitions are in relation to the above requirement.

1. Definitions

1.1 **Person**, as defined in section1(1) of the Value Added Tax Act No 89 of 1991("the VAT Act") – includes a public authority, any municipality, any company, any body of persons (corporate or unincorporated), the estate of any deceased estate or any insolvent person and any trust fund.

The below terms are not defined in the VAT Act and as such, the ordinary meaning has been taken into account:

1.2 **Consortium or Joint Venture** - an arrangement between two or more persons based on an agreement to generally operate a single, limited or defined project. The parties to such an agreement will generally share control of the arrangement and share the product or output of the venture

1.3 **Partnership** - an arrangement between two or more persons based on an agreement. The parties to that arrangement should have the intention to be partners and the essential elements for a partnership being the partners' contributions, a profit objective and joint benefit for the partners must be evident from the agreement.

2. The Law

Section 51 of the VAT Act states that:

(1) Subject to the provisions of section 46, where any body of persons, whether corporate or unincorporate (other than a company), carries on or is to carry on any enterprise-

(a) such body shall be deemed to carry on such enterprise as a person separate from the members of such body;

(b) registration of that body as a vendor shall be effected separately from any registration of any of its members in respect of any other enterprise;

(c) liability for tax in respect of supplies by that body shall be determined and calculated in respect of the enterprise carried on by it as an enterprise carried on independently of any enterprise carried on by any of its members, and any refund relating to that body's enterprise which is payable in terms of section 44 shall be made to that body; and

(d) the duties and obligations imposed by this Act on any vendor or other person shall, as respects the enterprise carried on by that body, be performed by it separately from the duties and obligations imposed on any of its members.

3. Application of the Law

When a body of persons forms a joint venture, partnership or consortium, such a body is treated as a separate legal person for VAT purposes and, is in terms of section 51(1) of the VAT Act ,required to register for VAT with the South African Revenue Services (“SARS”)where the body’s taxable supplies exceed the registration threshold.
Should the joint venture or partnership or consortium not be registered for VAT, **VAT cannot be levied on any invoice** that will be issued out to Airports Company South Africa for services rendered.

AIRPORTS COMPANY SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: 6429 Terminal Building Refurbishment
TENDER REFERENCE NUMBER : ELA7270/2023/RFP

TITLE OF PROJECT: TERMINAL BUILDING REFURBISHMENT PROJECT AT KING PHALO AIRPORT FOR A PERIOD OF TWELVE (12) MONTHS.

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at King Phalo Airport

(Registration Number: 1993/004149/30)

and

(Registration Number: _____)

for **TERMINAL BUILDING REFURBISHMENT PROJECT AT KING PHALO AIRPORT FOR A PERIOD OF TWELVE (12) MONTHS.**

Contents: **No of pages**

Part C1	Agreements & Contract Data	[2 of 52]
Part C2	Pricing Data	[28 of 52]
Part C3	Scope of Works	[33 of 52]
Part C4	Site Information	[17 of 52]

VOLUME 2

NAME OF BIDDER: ……

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TERMINAL BUILDING REFURBISHMENT PROJECT AT KING PHALO AIRPORT FOR A PERIOD OF TWELVE (12) MONTHS.**

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

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the **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 VAT IS:

The offered total of the Prices exclusive of VAT is	**R**
Value Added Tax @ 15% is	**R**
The offered total of the Prices inclusive of VAT is	**R**
In words	

Please complete offer in numbers and in words

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder:

.....

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

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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the 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 of 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 working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)	.....	.....
Name(s)	.....	.....
Capacity	.....	.....

for the Employer

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

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

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

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

	For the Employer	**For the Bidder**
Signature (s)		
Name (s)		
Capacity		
Name and Address	**Airports Company South Africa SOC Limited** King Phalo Airport 66 Settlers way Greenfields East London 5201	
Name & Signature of witness	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
Date		

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

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

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

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	**B: Priced contract with Bill of Quantities** **W1: Dispute resolution procedure**
	Secondary Options (incorporating amendments)	**X2: Changes in the law** **X7: Delay damages** **X16: Retention** **X18: Limitation of liability** **Z: Additional conditions of contract** of the NEC3 Engineering and Construction Contract, April 2013
10.1	The *Employer* is (Name)	Airports Company South Africa SOC Limited,
	Address	King Phalo Airport 66 Settlers way Greenfields East London 5201
	Telephone Fax	
	The Project Manager is Address	TBC King Phalo Airport 66 Settlers way Greenfields East London 5201
	Telephone E-mail address	
10.1	The *Supervisor* is	TBC

	Address Telephone Fax Email	King Phalo Airport 66 Settlersway Greenfields East London 5201
11.2	The *works* are	**TERMINAL BUILDING REFURBISHMENT PROJECT AT KING PHALO AIRPORT FOR A PERIOD OF TWELVE (12) MONTHS.**
11.2	The following matters will be included in the Risk Register	• Availability of As Built information • Access to Site • Site Constraints and Constructability • Long lead items • Weather conditions • Existing services • Project Program delay • Payment delay
11.2	The *Works Information* is in	Part C3 ‘Scope of Works’ section of this contract
11.2	The *Site Information* is in	Part C4 ‘Works Information’ section of this contract
11.2	The *boundary of the site* is	King Phalo Airport (Landside and Airside)
12.2	The *law of the contract* is the law of	the Republic of South Africa
13.1	The *language of this contract* is	English
13.3	The *period of reply* is	Seven (7) working days
3	**Time**	
31.2	The *starting date* is	On Signing of Contract by ACSA
11.2	The *completion date* is	12 months after signing of contract by ACSA
30.1	The *access date* is	One week after issuing of the BPA
31.1	The *Contractor* submits a first (preliminary) programme with the tender by the tender closing date	Two (2) weeks after the access date

<table>
<tr><td>32.2</td><td>The Contractor submits revised programmes at intervals no longer than</td><td>Four (4) weeks</td></tr>
<tr><td>35.1</td><td>The Employer is not willing to take over the works before the completion date</td><td>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 Contractor from liability for the completion of the works in accordance with the Works Information and in terms of this contract.</td></tr>
<tr><td>4</td><td>Testing and Defects</td><td></td></tr>
<tr><td>42.2</td><td>The defects date is</td><td>Twelve (12) months after Completion of the whole of the works</td></tr>
<tr><td>43.2</td><td>The defects correction period is</td><td>Two (2) weeks</td></tr>
<tr><td>5</td><td>Payment</td><td></td></tr>
<tr><td>50.1</td><td>The assessment interval is</td><td>Four (04) weeks</td></tr>
<tr><td>50.1</td><td>The currency of this contract is the</td><td>South African Rand</td></tr>
<tr><td>51.2</td><td>The period within which payment is made is</td><td>Four (4) weeks</td></tr>
<tr><td>51.4</td><td>The interest rate is</td><td>The prime lending rate of the Nedbank Bank. as determined from time to time</td></tr>
<tr><td>6</td><td>Compensation events</td><td></td></tr>
<tr><td>60.1</td><td>The weather measurements to be recorded for each calendar month are</td><td>the cumulative rainfall (mm)
the number of days with rainfall more than 10 mm
the number of days with minimum air temperature less than 0 degrees Celsius</td></tr>
<tr><td>60.1</td><td>The place where weather is to be recorded (on the Site) is</td><td>At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose</td></tr>
<tr><td>60.1</td><td>Assumed values for the ten-year return weather data for each weather measurement for each calendar month are</td><td>
<table>
<tr><td>Month</td><td>Days</td><td>Month</td><td>Days</td></tr>
<tr><td>January</td><td>1</td><td>July</td><td>4</td></tr>
<tr><td>February</td><td>1</td><td>August</td><td>3</td></tr>
<tr><td>March</td><td>2</td><td>September</td><td>2</td></tr>
<tr><td>April</td><td>2</td><td>October</td><td>2</td></tr>
<tr><td>May</td><td>3</td><td>November</td><td>2</td></tr>
<tr><td>June</td><td>3</td><td>December</td><td>1</td></tr>
</table>
</td></tr>
<tr><td>7</td><td>Title</td><td>No data required for this section of the conditions of contract</td></tr>
<tr><td>8</td><td>Risks and Insurance</td><td></td></tr>
<tr><td>84.1</td><td>The Employer provides these insurances</td><td>Refer to the Insurance Clauses which is attached at the end of the Contract Data</td></tr>
</table>

84.2	The *Contractor* provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	**Termination**	No data required for this section of the *conditions of contract*
10	**Data for Main Options**	
B	Priced contract with Bill of Quantities	Refer to Contract Data Part C2: Pricing Data, Bill of Quantities as per tender submission
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The *Adjudicator nominating body* is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The *tribunal* is	Arbitration
W1.4	If the *tribunal* is arbitration, the arbitration procedure is	The *arbitration procedure* is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The *Arbitrator* is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	**Data for Secondary Option Clauses**	
X7	**Delay Damages**	
	Delay damages of the *works* are	Amount per day is 0.05%, to the maximum of 10% of the Contract value

X16	**Retention**	
X16.1	The *retention percentage* is	10% of the Contract value.
X18	**Limitation of Liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	The total cost of the incurred losses and or repairs to the damages caused
X18.3	The *Contractor's* total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total cost of the incurred losses and or repairs to the damages caused
X18.4	The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is not 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 e 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
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:**
	Add the following at the end of core clause 27:
Z3.1	The *Contractor* shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
Z3.2	The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs.
Z4	**Extending the defects date:**
	Add the following as a new core clause 46:
Z4.1	If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*
Z4.2	If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
Z4.3	The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data
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 recue proceedings"**.**
	Amendment to the Secondary Option Clauses
Z7	**Limitation of liability:**
	Insert the following new clause as Option X18.6:
Z7.1	The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract
	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

Panel of Adjudicators

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z17 Notification of a compensation event

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

Z18 BBBEE Certificate

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

Z19 Communication

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

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

Z20 Delegation

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

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

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The *completion date* is	12 months after issuing of the BPA
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 • Travelling public and ACSA stakeholders • Long lead items • Weather conditions • Existing services • Project Program delay • Payment delay • Health and Safety
11.2	The *Works Information* is in	Part C3 ‘Scope of Works’ section of this contract
31.1	The programme identified in the	Program schedule as per tender submission

PART C1: AGREEMENTS AND CONTRACT DATA

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:

4. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
5. 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: **AIRPORTS COMPANY SOUTH AFRICA KING PHALO AIRPORT**
Physical Address: **Airport Company South Africa** King Phalo Airport 66 Settlersway, Greenfields, East London 5201

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

i) 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.

j) "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

k) 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.

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

m) 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.

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

o) 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.

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

q) 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.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the 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 practises.
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 OHSAct 85 of 1993 and its regulations are complied with.

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

SIGNATURE ON BEHALF OF MANDATARY **DATE**

(Warrant his authority to sign)

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**

AIRPORT COMPANY SOUTH AFRICA

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

1. Insurance Effected By The Employer (Principle Controlled Insurance ("PCI"))

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

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Section 1 Of The Policy – Contract Works

Contract Works Insurance for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warrantees ;

Open Trench Limitation

In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.

Exposed Layer Works (applicable to works involving paving, roadways, bulk

earthworks and runways and taxiways)
In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.

Section II of the Policy – Contractors Public Liability

Public Liability Insurance which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property(other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

Section III of the Policy – Removal Of Lateral Support Liability

Removal Of Lateral Support Liability which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original

Cause.

b. **Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to **R500,000,000 (Incl VAT)** in the aggregate during the policy period of insurance.

The Contract Works SASRIA policy wording can be obtained from the SASRIA website http://www.sasria.co.za/ which notes the covers and policy exclusions.

c) **Aviation Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the

Contract with a limit of indemnity of **R2,000,000,000** in respect of any one occurrence or series of occurrences consequent on or to one source or original cause. This insurance is in respect of liability relating to aircrafts.

d) **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be *__R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.__

The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.

b) Supervision of the construction works usually undertaken by a building or engineering contractor.

1. 2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions or exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

Section 1 Of The Policy – Contract Works

In respect of all loss or damage **R150,000** but increased to **R250,000** in respect of loss or damage arising out of or in connection with testing and commissioning.

Section 2 Of The Policy – Contractors Public Liability

R75,000 each and every claim in respect of Property Damage.

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) Contract Works SASRIA

In respect of theft as a result of the SASRIA perils insured - **R25,000** each and every occurrence.

c) Aviation Liability Insurance;

In respect of each and every loss or damage or injury – **R 300 000,00.**

d) Design & Construct Professional Indemnity Insurance

In respect of contracts under R50 million at award – **R5,000,000.**

In respect of contracts over R50 million at award – R10,000,000

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa:

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400
M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

b) Preserve damage and make it available for inspection by a representative of the Insurers.

c) Wherever possible, photographs of damage should be taken.

d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.

j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.

k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

m) Once the amount of a claim is agreed by the Insurers and the Contractor, an “Agreement of Loss” form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the “Agreement of Loss” to this effect.

2. Insurance Effected by the Contractor.

In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be affected by the Contractor:

2.1 Without limiting the Contractor’s obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor’s expense and where applicable provide as a minimum the following insurances:

a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

b) **Contractor’s Common Law Liability/ Worker’s Compensation Insurance**

The Contractor shall take out and maintain employer's liability insurance with a limit of indemnity of not less than **R20,000,000** and/or workmen's compensation insurance covering personal injury to or death of the employees of the Contractor engaged in connection with the Works to the minimum value required by applicable law.

The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor’s personnel performing the Works.

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

d) **Insurance For Buy-Down Cover Of Employer's Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).

h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.

i) **Marine Cargo Insurance (If Applicable)**

Cover : Imports of cargo, equipment, goods, plant, machinery and materials ("**Insured Property**") to the site where the Permanent Works will be constructed.

Sum Insured: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) **Miscellaneous Insurance**

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty-eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action.

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

2.4 **Sub-Contractors.**

The Contractor shall:

a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and

b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

APPENDIX A

CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY

Send to : Airports Company South Africa

*****.....
.....
.....
.....
.....
…….....

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

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

RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

How did the loss occur (cause) ? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____

_____

Names and address of witnesses _____

Estimated cost of repairs (Separate records of all costs must be kept) R_____

Person whom assessor should contact _____

Telephone/Mobile Numbers Of Contact Person_____

Email Address of Contact Person_____

PART C2: PRICING DATA

C2.1: Pricing Instructions

- All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.
- If there is insufficient space in the Price List which follows, state in which document the Price List is contained.
- All prices are fixed and firm.
- There is no CPI escalation on the prices.
- Prices must include customs and duties for items procured overseas.
- elsewhere, indicate accordingly)
- Permit costs:

Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.

No mark-up to be levied on Permit costs.

- Bidders to note that any changes in staff between the 12-month contract period or extension if applicable, all cost are for the cost of the Contractor.
- Cost for lost permits and new employees will not be reimbursed by ACSA.

- 3rd Party Procured Items and Services:
  Materials stated as third-party procurement in Bills of Quantities will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations.
- The procured material quotes must be market related and contractor to provide a receipt/invoice from the supplier. Cost shall be net cost (excluding VAT) of goods/services supplied to site with all discounts deducted.
- All material supplied must be SABS approved.

Mark up (third party procured items/services)

This is to allow the procurement of items that are not covered above.

Cost	**Mark-up percentage**
R 0 – R 2 000	
R2001 – R 10 000	
R 10 001 – R 50 0000	
Over R R50 0000	

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.
Original Tax Invoices from the service providers to be submitted with the Contractor's invoice.

C2.2 Bill of Quantities

See Attached Addendum A

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Works Information	
C3.2	*Contractor*'s Works Information[3]	
	Total number of pages	

TABLE OF CONTENTS

Clause number and description	**Page**

Part 3: Scope of Work 162

C3.1: Employer's works Information 2

1.Description of the *works* 2

2. Contract Management 6

3.Engineering and design of the *works* 7

4.Procurement 8

5. Construction 9

6. Plant and Materials standards and workmanship 14

7. List of drawings 15

C3.2 *Contractor*'s Works Information 62

C3.1: EMPLOYER'S WORKS INFORMATION

1. Description of the *works*

The scope of works involves procurement of the services of a contractor to perform the following activities but not limited to:

- Waterproofing to all affected areas on the terminal building utilizing a top-down approach where the contractor will be required to assess the extent of leak and remedy to agreed standard.
  In applying the top-down approach (Highest point to the lowest) to ensure that all leaks are addressed. The contractor will be required to issue a guarantee for the works.
  The areas included are as follows; Airport Manager Balcony, ATNS and SAWS Corridor, Arrivals Roof Landside (SLAB), ATNS Tower (ATC Balcony), ACSA Admin Roof, Terminal Building, KEG Balcony, Corridor or Water Tank Area, East Wing Roof, East Wing (Departure Ground Floor), Departures Ablutions (Ground Floor),VIP Lounge, Premier Lounge Roof, Baggage Loading Roof, Old SAPS office around the Atrium, Arrivals Carousels and Weather Office and ATNS West Wing).
  Requirements:
    - An expert assessment carried out by the contractor on the condition of the water proofing.
    - It is required that the contractor provide in their pricing a comprehensive solution that will full address the current challenges by providing for the supply and installation of a new water proofing system to affected areas.
    - The contractor carries out tests upon completion of the water proofing works and provide a certificate of water tightness together with a 10 year guarantee
- Remove rusted shade louvers and supports and replace with new alumimuim awnings supported by galvanised structure.
  The contractor is to make provision to provide concept deigns for client approval
  The contractor is to make provision to provide detailed shop drawings for client approval
  The contractor is to make provision to supply and install new louvres / awning's as approved
- Repaint exterior of building, repairing cracks in plaster (Airport Manager Balcony, East Wing (Departure Ground Floor), Baggage Loading Roof, Arrivals Carousels, Weather Office & ATNS West Wing, ATNS or SAWS Corridor, Arrivals Roof Landside (SLAB), ATNS Tower or ATC Balcony, Terminal Building, KEG Balcony, Weather Office & ATNS West Wing, Corridor or Old Water Tank area, East Wing Roof, Departures Ablutions (Ground Floor), Premier Lounge Roof, Arrivals Carousels). The contractor will be required to provide a guarantee for the paint system installed.
  Requirements:
    - An expert assessment carried out by the contractor on the condition of the paint finishes.
    - It is required that the contractor provide in their pricing a comprehensive solution that will full address the current challenges by providing for the application of a suitable paint system to affected areas.

- The contractor provides the client with a 10 year guarantee

- Remove rusted hopper boxes, rusted gutters and replace with new aluminuim boxes and gutters including gutter down pipes complete with spreaders.
  The contractor is to make provision to provide concept deigns for client approval
  The contractor is to make provision to provide detailed shop drawings for client approval
  The contractor is to make provision to supply and install new louvres / awning's as approved
- Install new screeds to falls and cross falls on top of new waterproofing and install new tiles and seal the balcony floor next to the Airport Manager office.
  Supply and installation of new flooring is will be managed through 3rd party procurement
- Jet clean the existing down pipes and replacement and refurbishment of full-bore outlets or inlets.
- Repair, replace corroded, damaged roof sheeting where needed.
- Address vibration on ATNS workshop windows.
- Replace the suspended ceiling at ATNS Tower.
- Refurbishment of Famous Brand ablutions, including replacement of sanitary plumbing complete.
- Refurbishment of a portion of the old coffee shop into offices for client managers.

Generic Paint Specification

Factors to consider:
- Condition of the substrate
- Thoroughness of the preparation before painting
- Types of paint and paint system in use
- Cost effectiveness
- Durability based on environment it is applied in
- Life cycle

Surface Preparation

- Ensure that the substrate is sound,
- Remove any chalkiness, loose and flaking paint and ensure that the surface is dry, clean and of any dust, dirt and grime.
- The contractor in consultation with the paint manufacturer ensure suitable primers are applied and thorough surface preparation is done prior to application of finishing coats.

Primers

Purpose of the primer
- To prepare and condition the surface that needs painting
- To improve intercoat adhesion of subsequent paint coats
- To ensure the finishing coats appear uniform and attractive
- For exterior painting, it should prevent water or moisture penetration to prevent formation of efflorescence and fungal growth
- Aids in building paint film thickness

Thickness & Flexibility of the paint system

- Top coat seals and protects the surface

- Top coat imports a smooth textured finish
- Top coat adds to the durability of the paint system
- Top coat provides the desired decorative effect
- The top coat should be formulated to withstand the particular environmental conditions to which it will be exposed which includes but is not limited to the activities carried out in the area, wind, rain, solar radiation, dirt, degree of wear, humidity.

Application Conditions

Paint is to be applied under favourable weather conditions prevent damage to the painting system

Expert Analysis:

The appointed contractor will be required to perform an assessment where the following aspects are checked to ensure that a suitable paint solution is provided.

- Test for moisture
- Check for chalking on all affected walls
- Check for delamination on all affected walls
- Check for spalling of concrete
- Check for corrosion
- Check for any other signs of deterioration

Crack treatment, and general repairs to Walls and Concrete Soffits
Ensure substrate is prepared as per specific substrate specification before crack treatment and repairs can commence.

Hairline Cracks (up to 1mm)
Open all cracks to a “V” joint and brush clean using a wire brush.
Apply PRIMER AS SPECIFIED IN RELEVANT SUBSTRATE PRIMING into all cracks and allow drying before overcoating.

Brush **sealant** into all hairline cracks using a stiff brush to fill and bridge cracks. Allow to dry for 24 hours.
Apply top coat as specified.

Plaster Cracks (1 - 5mm)

- Open all cracks to a “V” joint and brush clean using a wire brush.
- Cracks less than 3mm deep should be filled with a suitable filler as specified by the paint manufacturer
- Cracks deeper than 3mm should be filled with a suitable filler as specified by the paint manufacturer
- Sand to smooth finish and remove dust.
- Spot prime all filled areas with one coat of PRIMER AS SPECIFIED IN RELEVANT SUBSTRATE PRIMING and allow drying before overcoating.
- Apply two full oats of sealant over the repaired areas as specified by the paint manufacturer
- Second coat applied perpendicular to the first as specified by the paint manufacturer
- Apply topcoat as specified by the paint manufacturer

Structural/Movement Cracks

- Remove plaster 100 mm on both sides of the crack.
- Open the crack mechanically to more than 5 mm and brush out to clean.
- Repair using specialised mortar repair product as per manufacturers’ specification.
- Spot prime over repaired areas with one coat PRIMER AS SPECIFIED IN RELEVANT SUBSTRATE PRIMING and allow drying before overcoating.
- Apply two coats of **sealant** over the repaired areas as specified by the paint manufacturer
- Second coat applied perpendicular to the first as specified by the paint manufacturer
- Apply top coat as specified by the paint manufacturer.

Spalling Concrete

- Ensure that all concrete and cement plasters are suitably firm (no friability), other than the area to be repaired.
- When repairing directly onto concrete, ensure that the surfaces are clean and free of all traces of laitance, curing agents or contaminants. This can be done by scarifying the surface. Do not use solvents as this may lead to contamination of the substrate and cause poor bonding of the preparation material.
- Spalling concrete must chipped/ broken back to a solid substrate.
- If rebar is exposed, clean using suitable mechanical means/ wire brush etc. Rust must be removed.
- Coat rebar with **a specified anti corrosion treatment**
- Edges of repair must be boxed out using a grinder to ensure that the repair material is not feathered at the edges.
- Repair area using **a specified rapid curing mortar repair product**.
- The product can be floated to achieve a high quality finish to match existing
- Spot prime over repaired areas with one coat HIGH PERFORMANCE ALKALI RESISTANT SEALER and allow 16 hours drying time before overcoating.
- Apply two coats of sealant over the repaired areas as specified by the paint manufacturer
- Apply the second coat perpendicular to the first as specified by the paint manufacturer
- Apply topcoat as specified by the paint manufacturer

Create "V" Joints

- Create "V" joints, neat in a straight line, as per Sealant Manufacturers specification.
- Seal joints using a sealant as specified by the paint manufacturer
- Apply top coat as specified by the paint manufacturer
- To prevent sealant from bleeding through the topcoat, ensure to allow all sealants to cure to the manufacturer's specification before overcoating.

Existing "V" Joints

- Please note that only joints that show signs of movement in and around the area, must be re-cut.
- Re-cut existing "V" joints, neat in a straight line, as per Sealant Manufacturers specification.
- Seal joints using a specified SEALANT.
- Apply top coat as specified by the paint manufacturer
- To prevent sealant from bleeding through the topcoat, ensure to allow all sealants to cure to the manufacturer's specification before overcoating.

Existing Expansion Joints

- Existing expansion joints, must be re-cut neatly in a straight line, as per Sealant Manufacturers specification.
- Seal joints using an approved SEALANT.
- Apply top coat as specified by paint manufacturer
- To prevent sealant from bleeding through the topcoat, ensure to allow all polyurethane sealants to cure to the manufacturer's specification before overcoating.

Create Expansion Joints

- Create expansion joints, neat in a straight line, as per Sealant Manufacturers specification.
- Seal joints using an approved SEALANT.
- Apply top coat as specified
- To prevent polyurethane from bleeding through the topcoat, ensure to allow all sealants to cure to the manufacturer's specification before overcoating.

Defective / Hollow Plaster

- Remove all loose and delaminated plaster and re-plaster.
- Incorporate **a specified binder** in to the cement mixture.
- Ensure that sand and cement mixture complies with SABS standards.

2. **Interpretation and terminology**

- No data

3. Contract Management

Management meetings[4]

- Risk Reduction meeting to be held monthly.
- Representatives of the contractor and the Airports Company South Africa to be present in the meeting
- Meeting to be held at the Employer's site and a venue to be communicated a week in advance.

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk reduction meeting and compensation events	Monthly	KPA	*Contractor, Employer, Supervisor*
Overall contract progress and feedback	Monthly	KPA	*Employer*, *Contractor*, *Supervisor*,

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

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

Health and safety risk management

- The contractor shall have a toolbox meeting stating all the health and safety related issues and must be documented as such before any work can start.
- The Contractor shall comply with the health and safety requirements contained Part C1.4 to this Works Information.
- The contractor shall ensure that all personnel performing work have correct PPE.

Environmental constraints and management

[4] The information in this section is required by the contract. Do not delete.

- The contractor to ensure that the design and his associated activities (installation, disposal of waste, noise, pollution etc.) complies with ACSA environmental policy. The contractor is required to report monthly on any environmental issues that affect the project or affected by project.

Quality assurance requirements

- Within the period stated in the Contact Data, the *Contractor* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*. The manual includes pro-forma checklists for all requirements of the *Contractor*'s quality control and assurance program and those called for in the Scope.

- Acceptance by the *Employer* of the *Contractor*'s quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the *Contractor* of his obligation to provide services which meet the requirements of the Contract.

Programming

- The program is as per Tender submission. The first revised program shall be submitted within two weeks after the start date.

- The *Contractor*'s Personnel As per Tender submission

Insurance provided by the *Employer* As per Part C1.5

- Provision of bonds and guarantees.

- Without limitation to the Employer's rights under the Contract, the *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer*'s right to termination stated in this contract.

Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor.* The records should be filed by the contractor as hard copies and share with Project Manager on soft copy (emailed) without limitation to the Employer's rights under the Contractor.

Training workshops and technology transfer

- The contractor shall conduct technology transfer on Completion of the works.

4. Engineering and design of the *works*

Employer's design

The Employers' design is limited to the following:

Layout of the existing buildings and equipment

Parts of the *works* which the *Contractor* is to design[5]

The Contractor is responsible for the detail design of the following:

- See C3.2 below.

Procedure for submission and acceptance of *Contractor*'s design

The contractor's design as well as Employer specification and installation requirements as per tender submission will be used for this project. The As built drawings to be prepared by the Contractor and submitted to the Project Manager for acceptance.

Use of *Contractor*'s design

The contractor to ensure adherence to the specification as per tender documents and built thee final product for purpose that is intended for.

Equipment required to be included in the *works*[6]

The contractor may use any electrical equipment or tool to ensure the proper completion of works. The list of all tools to be used onsite to be presented as the part of safety file including the safe operating procedures for those tools.

As-built drawings, operating manuals, and maintenance schedules

The contractor to provide As-built drawings, operating manuals and maintenance as stated in the Bill of Quantities as the part of the hand-over documentation.

5. Procurement

Personnel:

Minimum requirements of people employed on the Site.

No Minimum requirements of people employed on the Site.

Subcontracting

Preferred subcontractors

No preferred subcontractor or supplier by Employer.

[5] The information in this section is required by the contract. Do not delete.
[6] The information in this section is required by the contract. Do not delete.

Limitations on subcontracting

The main contractor will be responsible for the subcontractor and must ensure that he complies to ACSA regulations and always have the correct PPE and comply to ACSA health and safety requirements.

Plant and Materials

Plant & Materials provided "free issue" by the *Employer.*

Plant & Material storage and safeguard is the responsibility of the contractor. The contractor to clearly state the lead times on Contractor's procurement of plant and materials.

Contractor's procurement of Plant and Materials

Contractor to ensure that the material procured are compliant with the specification on the tender document, where possible the procurement preference should be given to Black owned suppliers.

Tests and inspections before delivery[7]

A proof of Factory testing will be required prior the delivery of material.

Marking Plant and Materials outside the Working Areas[8]

The contractor needs to state how the material will be marked once the deposit amount is paid. The contractor to indicate how the guarantee of the material delivery will be ensured once the deposit is paid upfront.

Contractor's Equipment (including temporary works)

Contractor equipment and material to be safely secured at all times especially when not used on the airside.

6. Construction

Temporary works, Site services & construction constraints

Site establishment and equipment to be based on the airside. It will be a contractor's responsibility to provide a secure environment for their equipment. The contractor's personnel will be restricted to the contractors own established site and the agreed area of work. The contractor's personnel will not be permitted at the Airside/restricted areas without the necessary reflective jackets.

[7] The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.
[8] The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

Employer's Site entry and security control, permits, and Site regulations.

An induction course must be attended by the contractor and all personnel who would be involved on site. The contractor to make his own arrangement for staff full medicals and schedule with the ACSA's project manager for the induction course. Security arrangements would be discussed at the induction meeting and should be strictly adhered to. It should be noted that ACSA premises complies to National Key Point Regulations, every person who conduct work at the airport will be subjected to security vetting. ACSA will not be held liable should one of the contractor member fail SAPS vetting process.

The Contractor shall procure the services at King Phalo Airport. All airside services are in restricted areas and access-controlled areas; accordingly, it is crucial for the Contractor to note that King Phalo Airports are National Key Point and governed as such.

(b) The Contractor shall be compensated for costs relating to Employer required permits.

(c) The Contractor must ensure that he/she is, at all times, familiar with the Employer's safety and security requirements relating to permits in order for no services to be delayed as a result thereof. This includes the permit application process (available to the Contractor upon request).

(d) The Contractor shall have no claim against the Employer in the event that a permit request is refused for reasons not attributable to the Employer.

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

Permit	***Required by/for***	***Department***
AVOP – Airside Vehicle Operator permit	*All drivers of vehicles on airside*	*ACSA Safety*
Airside Vehicle Permit	*All vehicles that enter airside*	*ACSA Safety*
Basement Parking permit	*All vehicles allowed to enter the delivery basement*	*ACSA Parking*
Personal permit	*All persons employed on the airport*	*ACSA Security*
Cell phone permit	*All persons taking cell phones to airside*	*ACSA Security*
Lap top permit	*All persons taking lap top computers to airside*	*ACSA Security*
Camera permit	*All persons taking cameras or camera equipment to airside*	*ACSA Security*
Hot Works Permit	*All welding and/metal cutting services*	*ACSA Safety / Fire & Rescue*

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

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

(h) The Contractor shall not be allowed to use two-way radios at on the Employer's Premises unless these radios are of the type as approved by the ACSA IT department and are intrinsically safe.

Restrictions to access on Site, roads, walkways and barricades

The Contractor shall protect the site properly and shall so arrange his operations that the minimum danger and inconvenience is caused to airport operations. For this purpose, he shall provide and maintain sufficient signs, lights, barriers, fencing and guarding as may be necessary or required.

People restrictions on Site; hours of work, conduct and records.

It is expected that contractors wear visible company uniform or reflector jackets with contractor name there-on when entering the premise as form of identification. Permits to be always displayed whilst on site.

Work will be conducted in a way such that it does not have impact on operations. Work program to be submitted with the tender to ensure the manoeuvring area is clear of aircraft movements prior and during construction work.

Title to materials from demolition and excavation[9]

The contractor must submit a method statement to the environmental department regarding explosion and excavations.

Contractor's Equipment

Contractor to keep record of equipment on site, service history etc. and keep a copy on site.

[9] The information in this section is required by the contract. Do not delete. If it does not apply to the works, delete the notes in italics and substitute the words 'Not applicable'.

Site services and facilities provided by the *Employer*[10]

The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense, shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water. The Contractor shall provide everything else necessary for Providing the Works

Facilities provided by the *Contractor.*

Facilities e.g., storage, site offices, vehicle, equipment provided by the contractor should be safeguarded by the contractor during the construction and be removed off site upon the completion of the contract.

Existing premises, inspection of adjoining properties and checking work of Others.

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.
The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services.

Site conditions and requirements

Safety measures to be adhered to according OHS Act. Adhere to ACSA airside safety requirements regarding equipment, vehicles, and personnel operating on the airside.
Full risk analysis on working on height, next to aircraft and airside and mitigation thereof to considered as part of safety file requirements.

Contractor to ensure that other Underground services, other existing services, cable and pipe trenches and covers are identified to prevent any disruption to these services due to contractor's activities.

Contractor to take necessary steps to control noise, dust, water, and waste during his/her activities onsite.

Completion, testing, commissioning, and correction of Defects

Work to be done by the Completion Date[11]

All work is to be done by the Contractor shall be completed by the Completion Date, save for the following: [list project-specific exceptions and state by when the work should be completed]

[10] The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable', but ALWAYS state "the Contractor shall provide everything else necessary for Providing the Works".
[11] The information in this section is required by the contract. Do not delete.

The *Project Manager* cannot certify Completion until all the work except that listed above has been completed and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

Use of the *works* before Completion has been certified[12]

The Employer may use any part of the works before Completion has been certified but if he does so he takes over the part of the works. Any defect must be attended to as stipulated in the defect clause

Materials facilities and samples for tests and inspections

The contractor to present the product sample to the Project Manager prior the installation and submit the relevant factory test certificates.

Commissioning

The contractor to submit the commission procedures and plan to the Project Manager for approval. The commissioning procedure and plans will be adhered to during commissioning.

Start-up procedures required to put the *works* into operation.

The contractor to ensure that he complies with all ACSA security, safety, environmental and operational requirements prior to the commencement of works complete accordingly.

Take over procedures.

The works will be handed over partially or fully once commissioned and certified by Project Manager. The commissioning should be witnessed by both ACSA representative and the contractor representative.

Access given by the *Employer* for correction of Defects[13]

The Project Manager arranges for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted. Performance tests after Completion

Performance tests after Completion

Contractor to ensure all necessary tests and calibrations are conducted and submit all reports to the *Employer.*

Operational maintenance after Completion

Maintenance manuals and training will be provided by the contractor on completion of works.

[12] The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.
[13] The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

7. Plant and Materials standards and workmanship

Investigation, survey and Site clearance

Contract to ensure that a thorough inspection and clearance is conducted prior commencement of work of any other services that might be impacted by contractor's activities.

Building works

Product specification and installation standard to be compliant with the standard stated above in the Scope of Works

Civil engineering and structural works

As per Scope of Work

Electrical & mechanical engineering works

As per Scope of Work

8. List of drawings

1.1. Drawings issued by the *Employer.*

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

Drawing number	Revision	Title
EL/AP/600.21/DT-AB	**1**	Terminal Building

PART C4: SITE INFORMATION

C3.2 *CONTRACTOR*'S WORKS INFORMATION

Description of works

Document reference	Title	No of pages
	This cover page	1
C4	Site Information	1
Annexure A	Pricing for Permits	1
Figure 1	King Phalo Airport (Overview)	1
Annexure B	Safety File Requirements	1
	Total number of pages	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Core clause 11.2(16) states

“Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

Description of the Site and its surroundings

General description

The work will be carried out at King Phalo Airport Airside and Landside. The work will be at Terminal Building sensitive area and surrounding areas.

Existing buildings, structures, and plant & machinery on the Site

Terminal Building

King Phalo Airport



Figure 1: King Phalo Airport (KPA) Terminal Overview

Other reports and publicly available information

KPA is a national key point, and the contractor must read the national key point ACT to familiarise themselves with the regulations.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Annexure A: Current Pricing for Permits

Number	Type of Permit	Charge	Vat 14%	Total Amount
1.	Personal permit	R 225.71	R 33.86	R 259.56
2.	Temporary permit (1 day)	R 31.45	R 4.72	R 36.17
3.	Temporary permit (2 - 5 days)	R 43.80	R 6.57	R 50.37
4.	Temporary permit (6 days)	R 210.90	R 31.64	R 242.54
5.	Cell permit	R 53.19	R 7.98	R 61.17
6.	Temporary Vehicle (1 – day)	R 37.92	R 5.69	R 43.61
7.	Temporary Vehicle (2 – days)	R 71.22	R 10.68	R 81.90
8.	Temporary Vehicle (3 – days)	R 104.53	R 15.68	R 120.21
9.	Temporary Vehicle (1 – 3 - months)	R 303.17	R 42.44	R 345.61
10.	Vehicle (One Year)	R 1 055.44	R 147.77	R 1 203.21
11.	Vehicle (Add on charges)	R 3 581.04	R 501.34	R 4 082.38

*Tenderers are advised that each employee will be expected to undergo AIT and Security awareness training (See below rates) as well have a Personal permit and a cell phone permit.
Furthermore, All company vehicles that will be used in the project require a vehicle permit and drivers will be expected to undergo Airside Vehicle operator training.

AIT and Security Awareness Training for each employee

AIT Training Cost per individual – R R 2419,14 (Vat Inclusive)

Security Awareness Training per individual - R 1104 (Vat Inclusive)

Fingerprints cost per individual – R 85 (Vat Inclusive)

Airside Vehicle Operator Training– R 2419,14 (Vat Inclusive)

*Tenderers should ensure all vehicles are ;

Ensure that the lifespan of equipment and vehicles does not exceed the following limits:

- Light commercial passenger vehicles (up to twelve (12) passengers) – maximum age eight (8) years;
- Heavy commercial passenger vehicles (up to twenty-three (23) passengers) – maximum age eight (8) years;
- Light commercial load vehicles (Gross Vehicle Mass not exceeding 3500 kg) – maximum age eight (8) years
- Heavy commercial load vehicles (Gross Vehicle Mass exceeding 3500 kg) – maximum age eleven (11) years;

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Annexure B: Safety File Requirements

No.	Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments
1.	Mandatory OHS appointments	Yes	
	Section 16(1), 16(2) & 8(2)	Yes	
	SHE Representative	Yes	
	First Aider(s) (Must have formal competency)	Yes	
	Fire Marshall	Yes	
	Supervisors	Yes	
	Risk Assessor (Must have formal competency)	Yes	
	Incident Investigator	Yes	
	CR 24 & EMR 9 Electrical Tool Inspector	Yes	
	Portable (Hand) Tool inspector	Ye	
2.	Scope of work	Yes	
3.	Equipment and tools list	Yes	
4.	Toolbox talks	Yes	
5.	ACSA Safety, Health, and Environmental Induction	Yes	
6.	Signed Section 37(2) Agreement (ACSA & Principal Contractor/Principal contractor & Sub contractor is sub-contracting)	Yes	
7.	Valid Letter of Good Standing	Yes	
8.	Method Statement	Yes	
9.	Project Specific SHE Plan	Yes	
10.	Valid Medicals fitness certificates as per Annexure 3 of the CR 2014 regulations	Yes	
11.	ID copies of the employees on-site	Yes	
12.	Pre-populated WCL2 form	Yes	
13.	Emergency Plan and Contact details for emergencies	Yes	

14.	Proof of competencies	Yes	
15.	Signed Environmental Terms and Conditions to Commence Work –EMS 048 attached	Yes	
16.	Select relevant high-risk activity to be performed. • Working at heights • Painting works. • Work in Confined Space • Waterproofing • Other		