

Confidential



BID DOCUMENT

FOR THE

The Appointment of a Civil Maintenance Contractor for the Maintenance and Repairs of Civil Infrastructure at King Phalo Airport.

Bid Reference Number: 12076

DATE OF ISSUE: 08 October 2026

Issued by
Airports Company South Africa
King Phalo Airport

Note:

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

VOLUME 1

NAME OF BIDDER:

Confidential



PART A

SBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA					
BID NUMBER:	12076	CLOSING DATE:	27 October 2026	CLOSING TIME:	15:00
DESCRIPTION	The Appointment of a Civil Maintenance Contractor for the Maintenance and Repairs of Civil Infrastructure at King Phalo Airport				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
acsarfq@airports.co.za					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Helen Mahlangu		CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Helen.mahlangu@airports.co.za		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:

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the *Appointment of a Civil Maintenance Contractor for the Maintenance and Repairs of Civil Infrastructure at King Phalo.*

Only tenderers who are a CIDB contractor grading of 4CE or higher as stated on the Tender Data may submit tender offers.

TENDER DOCUMENT AVAILABILITY

Tender document are available for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website -

Queries relating to the issue of these documents may be addressed to

E-mail address: helen.mahlangu@airports.co.za

Closing date for enquiries is

Telegraphic, telephonic, telex, facsimile, tenders will not be accepted. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal invitation.

Bidders may not contact any ACSA employee on this tender other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

Closing Date

The closing time for receipt of tenders is 27 October at 15h00 pm (South African Time). Tenders must be only emailed to acsarfq@airports.co.za

- Tenders may only be submitted on the tender documentation that is issued.

Late Bids

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

Airports Company South Africa SOC Limited will not be liable for any late bids.

Telephonic, telegraphic, telex, facsimile tenders will not be accepted.

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 List of returnable documents T2 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 Assumptions C2.2 Pricing/Activity Schedules Part C3: Works Information / Scope of work Part C4: Site information
C.1.4	The Employer's Agent is helen.mahlangu@airports.co.za Email address: Helen.mahlangu@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	Cancellation and Re-Invitation of Tenders C1.5.1 An employer may, prior to the award of the tender, cancel a tender if- - due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; - funds are no longer available to cover the total envisaged expenditure; or - no acceptable tenders are received. - 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.2	TENDERER'S OBLIGATIONS
C.2.1	Eligibility Refer Mandatory Criteria as listed in C3.11
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
C.2.8	Seek clarification Request clarification of the tender documents, if necessary, by notifying the employer by the Query Closure date 23 October 2026
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.

C.2.13	Submitting a tender offer
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:15:00 Closing Date: 27 October 2026
C.2.16	Tender offer validity C.2.16.1 Hold the tender offer(s) valid for 12 weeks (84 days) for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data. C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI). C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.17	Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	Submit securities, bonds and policies If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	Respond to requests from the tenderer The Employer will respond to requests for clarification by 23 October 2026
C.3.2	Issue Addenda Addenda will be issued until ten (10) 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 not be opened.
C.3.4	Opening of tender submissions
C.3.7	Grounds for rejection and disqualification Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	Test for Responsiveness C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation. The detailed Evaluation Process will follow here-after to further determine if the qualifying bidders/tenderers is fully responsive.
C.3.9	Arithmetical errors, omissions and discrepancies. C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.

	C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.																
C.3.10	Clarification of a tender offer Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.																
C.3.11	Stage 1 Test for Responsiveness (as per clause C.3.8) Stage 2 Mandatory Administration Criteria - <i>Bidders must accept ACSA's Terms and Conditions of Bid;</i> - <i>Bidders / Lead Bidders in a JV must have a minimum CIDB grading of 4CE or higher;</i> - <i>Bidders should sign and complete SBD documents attached</i> 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. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of 60 points out of 100 must be achieved for the tender to be eligible for further evaluation on Price and Preference (80/20) split. <table><tr><th>Description of Quality criteria</th><th>*Maximum Score</th><th>Minimum Threshold</th></tr><tr><td rowspan="2">Company's Previous Experience</td><td>50</td><td>25</td></tr><tr><td></td><td></td></tr><tr><td rowspan="2">Experience of Key Staff</td><td>50</td><td>15</td></tr><tr><td></td><td></td></tr><tr><td>100</td><td colspan="2">55</td></tr></table>	Description of Quality criteria	*Maximum Score	Minimum Threshold	Company's Previous Experience	50	25			Experience of Key Staff	50	15			100	55	
Description of Quality criteria	*Maximum Score	Minimum Threshold															
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100	55																

FUNCTIONALITY EVALUATION BREAKDOWN

	Criteria Description	Weight	Score Obtained
1	Company's Previous Experience		
	1.1 Proven experience on similar maintenance work successfully executed by the company. Bidders shall provide reference letters on the client's letterhead as proof of experience. A minimum of three (3) letters must be submitted for work involving hot asphalt placement and/or the concrete placement and/or Earthworks completed on a live operational environment pavement such as live roads, highways, airports and industrial pavements. completed within the past ten (10) years. Letters should contain the following: • Client name • Project/contract name • Project/contract value • Client contact details • Client/ Client representative signature • 1 to 2 reference letters: 10 points • 3 to 7 reference letters: 20 points • > 7 reference letters: 35 points	35	
2	Supervisor/ Foreman Qualification		
	Bidding entity to provide proof of qualification of Foreman/supervisor. • National diploma in Civil Engineering or Higher = 20 Points • Between N3 to N6 in Civil Engineering = 15 Points • Lower than N3 in Civil Engineering = 0 Points	20	
3	Experience of Key Staff		
	3.1 Supervisor/ Foreman This professional shall be required to have prior experience of working on road construction or maintenance. The primary person on the project will be the liaison with ACSA Project Manager. The experience must include work done on pavement projects, similar in nature and scope. • 1 to 3 years: 5 points • 4 to 8 years: 10 points • > 8 years: 20 points	20	

	3.2 General Workers The experience must include work done on pavement maintenance, similar in nature and scope. • 1 to 3 years: 5 points • 4 to 7 years: 10 points • > 7 years: 15points	15	
	3.3 Health and Safety Officer A valid SACPCMP Certification as a Health and Safety Officer or Higher = 10 points Relevant Health and Safety Training (Samtrac NQF Level 5 or relevant health and safety training (5 days or more) = 5 points Neither of the above = 0	10	
	Minimum Threshold = 60		

Bidders must achieve a minimum functionality score of points out of 100 to proceed to price and preference point evaluation.

Stage 4 Price and Preference

This is the final stage of the evaluation process and will be based on the Preferential Procurement Regulations 2022. 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 and 90/10 for bids with the rand value above R50 million*. A maximum of 80 points is allocated for price based on the following formulae (delete formula not applicable):

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

Where:

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

Evaluation of Preference

ACSA will score specific goals out of 10 or 20 in accordance with the Preferential Procurement Regulations 2022.. 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 or out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Specific Goals	Number of points (80/20 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Black youth majority-owned entities	5
Black women majority-owned entities	5
Company majority owned by people with disabilities	5
Non- compliant contributor	0

Bidder to provide proof to support The Preference Points being Claimed.

- a) Provide original or certified copy Valid sworn Affidavit OR
- b) B-BBEE Certificate from a SANAS accredited rating agency

	If bidder is a Joint Venture (JV) – a <u>consolidated</u> B-BBEE certificate from a SANAS accredited agency must be provided as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice a) Any other supporting information.. IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE SUPPORTING INFORMATION (PROOF) THAT IS RELEVANT TO THE SPECIFIC GOALS.
C.3.12	Insurance provided by the employer Refer to Contract Data
C.3.13	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.

T1.3 Standard Conditions of Tender (Annex C of CIDB SFU)

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.



- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be 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 agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to



enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost



incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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



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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

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

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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



C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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



Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda



If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until ten (10) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall



govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
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
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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



C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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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.

Part T2: Returnable Documents

T2: List of Returnable Documents and Schedules

The tenderer must complete the following returnable documents:	<u>Completed</u> (tick)
1 Returnable Schedules required for tender evaluation purposes only	
A1:	
A2: Record of Addenda to Tender Documents	
A3: Certificate of Authority for Signatory	
A4: Certificate of Authority for Joint Ventures (<i>where applicable</i>)	
A5: Schedule of the Tenderer's Recent Experience related to this Project	
A6: Completion Certificates of Previous Projects Completed	
A7: Client/Trade Reference Letters of Previous Projects Completed	
A8: Proof of Contract Values of Previous Projects Completed	
A9: Schedule of Current Commitments	
A10: SBD 4: Bidder's Disclosure Form	
A11: SBD 6.1: Preference points claim form in terms of Preferential Procurement Regulations	
A12: Confidentiality and Non-Disclosure Agreement.	
A13: Declaration of Interest Form and Politically Exposed Person	
A14: Insurance Commitment	
2 Other documents required only for tender evaluation purposes	
B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).	
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
B3: SARS Pin issued by the South African Revenue Services.	
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.	
B5: Central Supplier Database (CSD) proof of registration.	
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants	
B7: CIPC Registration documents, Partnership Agreement, JV Agreement and/or Registered Trust Document	
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners	
3 Returnable Schedules & Documents required for tender evaluation purposes that will be incorporated into the contract	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Domestic Subcontractors (<i>where applicable</i>)	
C3: Subcontractor's Supporting Documents (<i>where applicable</i>)	
C4: Plant and Equipment	
C5: B-BBEE Verification Certificate and B-BBEE Report OR Sworn Affidavit	
C6: CV's of key personnel	
C7: Copy of Qualification Certificates and other supporting documents for Key Personnel.	
C8: Project Plan/Program	
C9: Occupational Health and Safety Questionnaire	
C10: Proposed Amendments and Qualifications	
In Contract Document : C1.1 Form of Offer and Acceptance	

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The tenderer must complete the following returnable documents:	<u>Completed</u> <u>(tick)</u>
In Contract Document : C2.2 Activity/Pricing Schedules	

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FORM A1. Certificate of Attendance of the Compulsory Briefing Session N/A

This is to certify that	
I,	
Representative of (tenderer).....	
.....	
of (address).....	
.....	
.....	
e-mail	
telephone number	
cell number.....	
visited the compulsory brief session held on date.....	

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA Representative:	
Name:	

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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			



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 A4)** 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 **RFQ 12076** 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)

Signed		Date	
Name		Position	
Tenderer			

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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			

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FORM A5. Schedule of the Tenderer's Recent Experience (Completed Projects)

Employer / Principal Agent	Contact Name, Cell and e-mail	Description of works/ Project Name	Value of work inclusive of VAT (Rand)	Date started	Date completed	CLIENT REFERENCE LETTER	
						YES	NO

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--	--	--	--	--	--	--	--

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			

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FORM A6. Certified Copies of Completion Certificates of Previous Projects Completed – N/A

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

Not Applicable for this tender

Signed		Date		
Name		Position		
Tenderer				

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FORM A7. Client/Trade Reference Letters of Previous Projects Completed

**REFER FUNCTIONALITY CRITERIA FOR INFORMATION THAT MUST BE CONTAINED
IN THE CLIENT REFERENCE LETTERS.**

Please attach Client Reference Letters of Previous Projects Completed, as listed in
Form A5 above, to this page.

Signed		Date		
Name		Position		
Tenderer				

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Form A8. Proof of Contract Values of Previous Projects Completed – N/A

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page.

Not Applicable for this tender

Signed		Date	
Name		Position	
Tenderer			

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Form A9. Schedule of Current Commitments = NOT APPLICABLE

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. 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 interest¹ 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

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.

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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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any 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

FORM A11. 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.

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.

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) The **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
SPECIFIC GOALS / 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

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

Where

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = 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 or 90/10 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 either the 90/10 or 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.)

Specific Goals	Number of points (80/20 system)
B-BBEE Status Level 1	5
B-BBEE Status Level 2	4.5
B-BBEE Status Level 3	4
B-BBEE Status Level 4	3
B-BBEE Status Level 5	2
B-BBEE Status Level 6	0.5
B-BBEE Status Level 7	0.3
B-BBEE Status Level 8	0.1
Black youth majority-owned entities	5
Black women majority-owned entities	5
Company majority owned by people with disabilities	5
Non- compliant contributor	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

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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:

.....

.....

.....

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Form A12: 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;

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- 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;

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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 falling 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

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- 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 **Error! Reference source not found.** a 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

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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 domicile 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 domicile 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 domicile 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.

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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__

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

Name: _____

Designation: _____

AS WITNESSES

- 1. _____
- 2. _____
- 3. _____

Form A13. Declaration Of Interest and Politically Exposed Person

Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids.

ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy, or fairness. Furthermore, ACSA requires bidders to declare if they have Politically Exposed Persons (PEP) also known as Domestic Prominent Influential Persons (DPIP) in their organisation. See below definition of PEP/DPIP.

Politically Exposed Persons or DPIP are individuals who are or have been entrusted with prominent public functions in the country or a foreign country, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, important political party officials. Business relationships with family members or close associates of PEPs involve reputational risks similar to those with PEPs themselves. PEP status in the following areas shall be declared:

- Current or former senior official in the executive, legislative, administrative, military, or judicial branch of government or foreign government (elected or not)
- A senior official of a major political party or major foreign political party;
- A senior executive of government owned commercial enterprise
- or a foreign government owned commercial enterprise, being a corporation, business or other entity formed by or for the benefit of any such individual;
- A related and or inter-related immediate member of such individual; meaning spouse, parents, siblings, children, and spouse's parents or siblings etc

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of the
bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

I/We certify that there is / no PEP/DPIP conflict of interest/ no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner/ senior management with any ACSA employee or official.

Where a relationship or PEP/DPIP conflict of interest exists, please provide details of the ACSA employee or official and the extent of the relationship below:

PEP/DPIP Declaration

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DPIP/PEP Declaration for self/family member or close associate:

Nature of Political Exposure	Term of the office	Description of activities relating to political exposure

Full Names of Directors / Trustees / Members / Shareholders/ Senior Management of the bidding entity

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

Signature

Date

Position

Name of bidder

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Form A14. Insurance Commitment

Bidder Acknowledgement

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract (refer contract document for more insurance information).
- b. The bidder/contractor shall ensure that all potential and appointed Sub-Contractors are aware of ACSA's insurance requirements and enforce the compliance by sub-contractors where applicable.
- c. **Proof of insurance must be submitted by the bidder to the satisfaction of ACSA, upon award.**

Signed		Date	
Name		Position	
Tenderer			

Documents B1 to B8: Attach Here

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Attach the following documents here:

B1: Valid Letter of Good Standing issued in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA).
B2: Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)
B3: SARS Pin issued by the South African Revenue Services.
B4: Bank Letter: Letter of Good Standing from Bidder's Bank preferably with bank rating for tender sum.
B5: Central Supplier Database (CSD) proof of registration.
B6: Letter of Solvency: Bidder to provide a Letter of Solvency from auditors or accountants
B7: CIPC Registration documents, Partnership Agreement, JV Agreement or Registered Trust Document
B8: Identity documents of all Shareholders, Directors, Members, Trustees or Partners

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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:

Name*	Identity Number*	Personal Income Tax Number*

** 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:

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

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Enterprise name	
-----------------	--

Form C2. Proposed Domestic Subcontractors (If Applicable)

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 (If Applicable)

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List supporting documents required for subcontractor:

- 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.
- Central Supplier Database (CSD) Report
- CIPC certificate
- Share Certificate
- Valid B-BBEE Certificate.
- CIDB Certificate.

Signed		Date		
Name		Position		
Tenderer				

Form C4. Plant and Equipment

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The following are lists of major items of relevant equipment that we (bidder/contractor) 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			

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FORM C5. B-BBEE – PREFERENCE POINTS

- Provide original or certified copy of Valid sworn B-BBEE Affidavit OR
SANAS Accredited B-BBEE Certificate
 - If bidder is a Joint Venture (JV) – a consolidated B-BBEE certificate from a SANAS accredited agency must be provided
- as prescribed by the B-BBEE Act and its relevant/most recent Codes of Good Practice;

IN ORDER TO SCORE FOR PREFERENCE POINTS, BIDDER MUST PROVIDE PROOF/SUPPORTING INFORMATION THAT IS RELEVANT TO THE FOLLOWING SPECIFIC GOALS.

<i>Specific Goals</i>	<i>Number of points (80/20 system)</i>
<i>B-BBEE Status Level 1</i>	<i>5</i>
<i>B-BBEE Status Level 2</i>	<i>4.5</i>
<i>B-BBEE Status Level 3</i>	<i>4</i>
<i>B-BBEE Status Level 4</i>	<i>3</i>
<i>B-BBEE Status Level 5</i>	<i>2</i>
<i>B-BBEE Status Level 6</i>	<i>0.5</i>
<i>B-BBEE Status Level 7</i>	<i>0.3</i>
<i>B-BBEE Status Level 8</i>	<i>0.1</i>
<i>Black youth majority-owned entities</i>	<i>5</i>
<i>Black women majority-owned entities</i>	<i>5</i>
<i>Company majority owned by people with disabilities</i>	<i>5</i>
<i>Non- compliant contributor</i>	<i>0</i>

Signed		Date	
Name		Position	
Tenderer			

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FUNCTIONALITY REQUIREMENTS – Provide the following

C6: CV's of key personnel
C7: Copy of Qualification Certificates and other supporting documents for Key Personnel.
C8: Project Plan/Program

**REFER FUNCTIONALITY REQUIREMENTS IN TENDER DATA CLAUSE C.3.11 –
FUNCTIONALITY AND RESPOND HERE-AFTER.**

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FORM C6. The CV's OF KEY PERSONNEL

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

PROVIDE DETAILED CVS OF THE KEY PERSONNEL.

- **Project Manager**

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

Signed		Date	
Name		Position	
Tenderer			

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FORM C7. Certified Certificates of Qualifications of Key Personnel.

Please attach certified copies of Qualifications of Key Personnel as listed under Form C6 above to this page.

- **Project Manager**

Signed		Date	
Name		Position	
Tenderer			

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FORM C8. Project Plan/Program

Provide Information as detailed under Functionality Criteria/Evaluation.

Signed		Date	
Name		Position	
Tenderer			

Form C9. 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? (COLD 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		

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	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				

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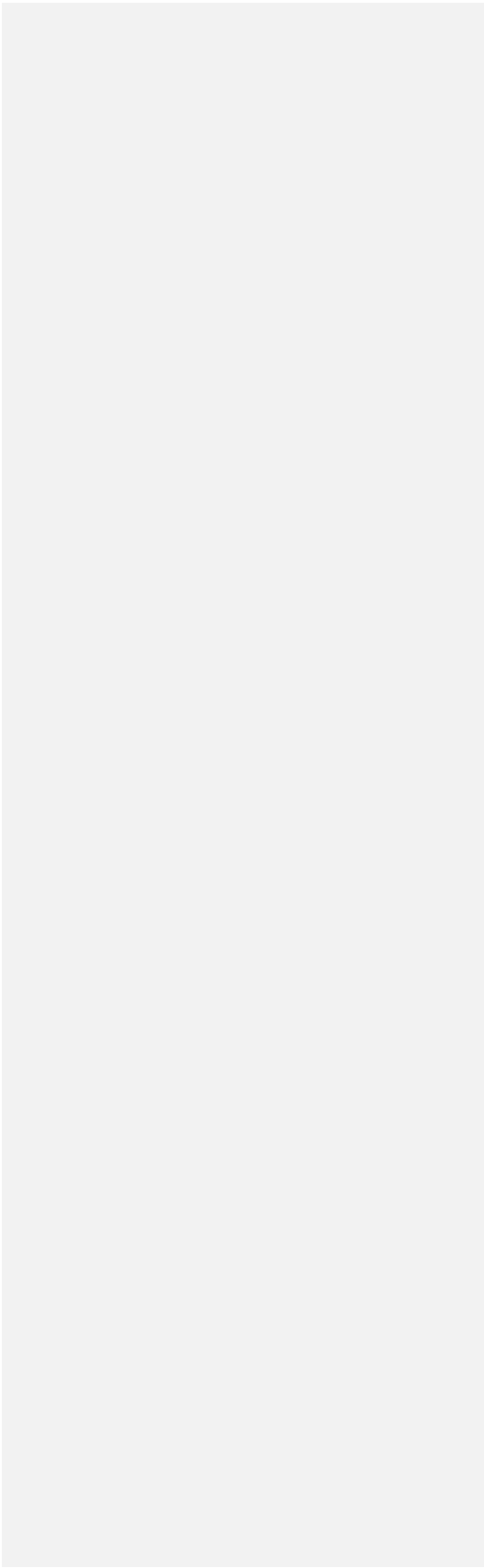
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?			
6	RISK MANAGEMENT		YES	NO
6.1	Have the following, involved in the execution of your work, been identified?			
	• Hazards affecting health and safety? • The groups of people who might be 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			

[illegible][illegible][illegible]

- [illegible]

[illegible][illegible][illegible]

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Form C10. 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 item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			

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THE CONTRACT

REFER CONTRACT ATTACHED SEPARATELY.

Commented [HM1]: Is it attached separately or the below is the contract? Is it complete, was it vetted by the contracts Team?

**BIDDER TO COMPLETE CONTRACT IN IT'S ENTIRETY (Form of Offer, Pricing Schedules etc),
SIGN AND RETURN TOGETHER WITH THIS COMPLETED & SIGNED TENDER DOCUMENT.**

Part C3: Scope of Works**C3.1: Description of the Works****Description of the service****Executive overview**

The objective of this scope is to provide maintenance service data for Civil Works, at King Phalo Airport. The maintenance activities should be conducted within the ambit of all regulatory and best practice frameworks such as ICAO, OHSACT, SANS, IEC, BS, ANSI etc. The contractor shall be responsible for the maintenance and performance of the plant to an extent that ACSA deems appropriate and economical.

The works comprise of the following:

Runways and Taxiways
Aprons
Roads and Parking
Storm Water Supply Infrastructure
Bulk water supply
Earth works
Fencing
Sewer infrastructure

Employer's requirements for the service

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

For each piece of equipment, all work will be carried out to standards as required by the Aviation regulation and safety standards as well as any applicable governing law and/or regulations. Where standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) the said requirements.

The Contractor's main objective is to ensure that all equipment is effectively maintained and operating within all the relevant safety and quality compliances to ensure reliability of services for airport operations. It is essential that preventative maintenance is administered at the appropriate intervals to achieve this objective.

The recommended Scheduled Maintenance activities are detailed in Annex B of this document.

Interpretation and terminology**The following abbreviations are used in this Service Information:**

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
ANSI	American National Standards Institute
BS	British Standards
CMMS	Computerised Maintenance Management System (Oracle EAM software platform)
ICAO	International Civil Aviation Organization
IEC	International Electro Technical Commission
ME	Maintenance Engineering Department
OEM	Original Equipment Manufacturer
O&M	Operation and Maintenance - of the said Equipment

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ORHVS	Operational Regulations for High Voltage Systems
PM	Preventative & Predictive Maintenance Work Orders
SANS	South African National Standards
SOP	Standard Operating Procedure
OHS Act	Occupational Health and Safety Act.
WO	Work Orders (Corrective & Dispatched)
FAEL	King Phalo Airport

**Management strategy and start up.
The Contractor's plan for the service**

Prior to the activation of this contract, the contractor must submit his plan (contractor's plan for the intended services) for approval by the employer, which should provide a matrix detailing the following:

All the various infrastructures referenced against the three-year time-axis to indicate when exactly each service activity (daily, weekly, monthly, 6 monthly, 12 monthly) will be performed.

The plan must also aim to schedule the activities with reference to the contractor's available manpower with the airport's operational hours as detailed below. The importance is ensuring balance between maintaining the infrastructure and the airport's operational requirements. All maintenance that requires service interruption must be performed outside airport operating hours.

The airport's operational hours are detailed as follows:

Monday to Thursday	06H00 to	20H30
Friday	06H00 to	20H30
Saturday	08H00 to	18H00
Sunday	08H00 to	20H30

The airport's operational hours are published in the AIP for FAEL and may change from time to time based on operational requirements.

The submitted Contractor's Plan will form part of Annex C (Contractor's Plan for Service) and shall be referenced against the OEM's maintenance recommendations.

Together with the submitted plan, the Contractor shall provide a Schedule of equipment and tools, which will be used on this contract. The list will form part of the tender return schedules. The equipment will be judged against the Contractor's Plan for the service to understand whether the bidder has fully understood his obligations and whether he is able to do the work.

The submitted Contractor's Schedule of equipment and tools will be attached as Annex D.

Management meetings

Contract performance meetings will be set up from time to time between the Contractor and the Employer's Service Manager. The scheduling of these meetings will be at the discretion of King Phalo Airport on an as and when requirement basis. The meetings will be conducted formally where contract KPI's will be discussed. The Contractor needs to ensure the availability of the representative with a delegated authority to attend these meetings. The meeting minutes will be recorded and distributed to the contractor electronically for record keeping and actioning of the agreed activities.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback, Risk register and compensation events	Monthly on the last day Thursday of every month at 10H00	King Phalo Airport – ACSA Offices	Employer and Contractor and others as and when required

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Service 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.

Contractor's management, supervision and key people

The Contractor shall submit an organogram (as part of the Returnable Schedules) showing his people and their lines of authority / communication. This is specifically essential if the contractor is a Joint Venture. The submitted Contractor's Organogram will be attached as Annex E of this document.

In addition, the Contractor shall submit a Resource Proposal for approval which will indicate the intended personnel which will be allocated to perform duties under this contract. This Resource Proposal must be submitted as part of the Returnable Schedules. The submitted Contractor's Resource Proposal will be attached as Annex F of this document. This will, as a minimum, include all persons from the Contract Manager level to the Semi-skilled labourers. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification. In the event of a person being replaced the Contractor must inform the Service Manager prior to the replacement and also submit an amended Resource Proposal accordingly.

All instructions and authorisations on this contract will come from the client's Service Manager or his defined representative.

Whilst the contractor (all staff and sub-contractors) is active within the contract's physical boundaries and timeframes, all their representatives will adhere to the following:

1. Wear a clearly marked reflector jacket or vest with a company name and type of services indicated e.g. electrical contractor).
2. Comply with all ACSA safety and Environment procedures.
3. Comply with all ACSA AVSEC and ARFF procedures
4. Behave in a professional and lawful conduct
5. Be courteous to all ACSA customers and stakeholders

Documentation control

All formal documentation under this contract must reflect a contract number on the top of the first page and have the date and authorised signature at the bottom of the last page. It must also indicate its source, recipient and subject/purpose of the documentation. Additionally, all contractual communication will be in a form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. Together with the e-mails the Contractor must submit the original copies of the e-mailed documentation to the Service Manager at the scheduled contractual meetings for record keeping.

These contract deliverables will interact extensively with ACSA's CMMS system, which will produce scheduled PM and WO (documentation) that must be completed within the agreed timeframes. The work orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

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Monthly progress reports indicating the major findings and recommendations should be submitted to ACSA by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's.

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. system availability (averaged per week)
2. system performance testing
3. maintenance work (including % of scheduled maintenance work completed)
4. daily checks performed
5. maintenance plan for the next month
6. the latest spares inventory
7. Asset register up to date including equipment data
8. Outstanding maintenance issues

The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

Design and supply of Equipment

The Service Manager will from time to time inspect and audit all equipment used by the Contractor for execution of the scope of work. The Service Manager thus be satisfying him/herself that the equipment is of good quality, sustainable and appropriate for the works. However, all maintenance, repairs and liability remains with the Contractor as equipment belongs to him/her.

Things provided at the end of the service period for the Employer's use
Equipment

The Contractor shall hand-over any equipment and tools which was procured during the service period and claimed for to be paid by the Employer.
Information and Other Things

During the duration of the contract, the Contractor will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property must be handed over to ACSA at the end of the Service period. These will include, but is not limited to, the following:

Memorandums
Drawings
Operating manuals
Service history books
Pictures
Movie Clips
Audio Clips
Spread sheets / Data bases
Meeting minutes
Communiqués
Files
Warranties

Quality assurance requirements

Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed on scheduled date and intervals.

The Contractor shall ensure that works are carried out as per the Airport Company South Africa procedures, OHS Act, and applicable standards. Inspections prior and post work are to be carried out to ensure site cleanliness and equipment serviceability. Adherence to safety and good housekeeping must be maintained at all times. The facility handover process will be carried at the end of each service.

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All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving equipment and facility availability conditions and on ensuring that rostered maintenance work is indeed performed as and when scheduled/required

Apart from the compliance to the defined ACSA M&E procedures, a measure of ensuring quality of work will be adherence to the following (where applicable):

The Occupational Health and Safety (Act 85 of 1993)

Environmental Conservation Act (Act 50 of 2003)

Civil Aviation Act (Act 13 of 2009)

International Civil Aviation Organization (ICAO)

Municipal bylaws and regulations

Standards and specification of ACSA

Standards and specifications of the supply authority

Applicable standards and codes of practices,

Procurement

The Contractor will respect OEM warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM's.

The Contractor is obliged to deliver or provide all necessary material and equipment to execute the works (e.g. measuring instruments and tools) and small items (e.g. lubricants and cleaning agents) as agreed under the maintenance contract.

People

Minimum requirements of people employed

The Contractor is to provide the service with their own staff or by qualified subcontractors when agreed to by the Service Manager.

It is noted that the Employer do not list the formal qualifications and experience required under this contract. It will always remain the Contractor's responsibility to ensure that staff are suitably qualified and experienced for duties expected of them.

The Employer reserves the right to verify all qualifications and experience of personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified, experienced or suited for this contract are removed from the site

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

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety shoes and a uniquely numbered reflective jacket (for easy identification).

All individuals that will be required to have access onto the airport's airside need to undergo the following training:

1. Airside Induction Training (AIT)
2. Airside Vehicle Operator Procedures (AVOP) (Category 2)
3. Airport SMS Induction (briefing)

All individuals that will be required to have access into the airport's electrical restricted areas need to undergo the following training:

1. ORHVS (Module 1-4 as a minimum)
2. First Aid Training
3. Fire Extinguisher Training

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For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:
Full Names of staff to be involved with this contract.
Proof of qualifications and work experience where applicable
Staff must be in permanent employ of the company.
Competent in category of work that he or she is required to perform.

Plant and Materials Specifications

The Contractor shall use only tools and test equipment relevant to the operation, repair and maintenance of the contracted equipment. All test equipment used shall be calibrated against relevant standards to ensure accurate measurement results at all times. Proof of calibration certificates needs to be issued on request by the Service Manager. All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The Service Manager reserves the right to have access to the maintenance records of the Contractor's plant and equipment, when requested.

Only materials with acceptable quality must be used as part of the services. Where an industry norm certification (SABS, expiry date, etc.) cannot be determined, then the Service Manager must be afforded the opportunity to inspect and authorise the items prior to it being delivered onto ACSA premises.

Correction of defects

The Contractor shall report any defects (equipment & material) experienced whilst performing the services. Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA's premises. The Contractor shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the Service Manager (or his delegated person) as listed below:
Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the Contractor must inform the Service Manager (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift. The Employer will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Contractor's procurement of Plant and Materials

All applicable warranties from suppliers to be made out in favour of the Employer, not to the Contractor. The Contractor will provide (and regularly update) a schedule of the Contractor's vendor data to the Employer for use outside of this contractual agreement.

The Contractor must provide original quotations (from the third-party service providers / suppliers) for formal approval by the Service Manager prior to the procurement of these third-party items.

Required spares and services that falls outside of the Price List, must be submitted in the form of a Scope document to the ACSA's maintenance team - in order for it to be procured by way of the ACSA internal procurement policies and procedures.

Tests and inspections before delivery

The Contractor is to provide proof of manufacturer certificate for spares procured during this contract. The certificate should contain the factory tests conducted and relevant statutory approval (accreditation) for the spare part purchase.

Working on the Affected Property

Employer's site entry and security control, permits, and site regulations

The Contractor shall be required to adhere to the Airport site entry requirements

Permits

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

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for work not to be delayed as a result thereof. This will include the permit application process.

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

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

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
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

People restrictions, hours of work, conduct and records

Only people with valid King Phalo Airport permits are allowed to be performing duties on the Employer's premises under the mandate of this contract.

The Contractor will be required to complete a register for all the duties performed on the Airport. The Contractor shall be required to sign the Work Order issued for services rendered. This service may need to be conducted outside of the Airport's operational hours or afterhours.

Cell phones and two-way radios

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

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

The Contractor must keep detailed records of all people (including subcontractors) working on the affected property.

The Contractor's conduct must be at all times of a professional nature with effective courtesy and integrity.

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Environmental controls, fauna & flora

All general environmental concerns and requirements is referred to the ACSA environmental policy defined in Section C1.5 under PART C1: AGREEMENT AND CONTRACT DATA.

Cooperating with and obtaining acceptance of Others

The Contractor will generally work in close relation to the ACSA maintenance team. However, cognisance should be made to respect the operations and be courteous to the other departments (ARFF, AVSEC, Operations) on the airport.

The Contractor will liaise and accept notified (and adhoc) engagements with statutory authorities and inspection / audit teams (agencies).

The Contractor needs to understand that the Airport may have more than one activity happening at the Airport and therefore shall be required to share the areas where they will be performing a service.

The Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Records of Contractor's Equipment

The contractor is to keep record of equipment used on site. The record sheet should contain all the equipment relevant information. The record will be checked by Aviation Security during both entry and exit to the Airside.

At the start of the contract period, the contractor will submit a detailed list (make, model, serial number etc.) of equipment and tools that will be taken and used on ACSA premises - for approval by the Service Manager. This list must be approved regularly as and when amendments to it occur.

As part of the monthly report the contractor need to indicate in writing when extraordinary equipment (outside of the original equipment list referred to above) will / have been brought onto (or removed from) ACSA premises. A special permission will be required for this to be acknowledged by the Service Manager.

The special permission lists must at all times be made available to the AVSEC department (including their contracted service provider) on request.

Site services and facilities

Provided by the Employer

The Employer will provide the contractor with access to the maintenance complex as and when required.

The Contractor and his/her staff will utilise the ablution facilities in the maintenance complex. No ablution facilities may be used in the terminal building.

The Employer may provide space for the Contractor to erect a site office and/or yard in the maintenance complex, should they wish to do so.

Provided by the Contractor

The contractor will provide necessary tools, equipment, Protective Clothing and all consumables required to conduct the service.

In the event of a site office/ yard, access control will be agreed between the Service Manager and the Contractor accordingly. Also in this event, the Contractor must make provision for ablution facilities as part of the site office establishment. Any site office / yard establishment requirements will be for the Contractor's own cost. The site office / yard must be de-commissioned at the end of the service period and the surface must be rehabilitated to its surrounding area accordingly.

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Control of noise, dust, water and waste

The Contractor shall be required to keep the noise and dust at low levels and as well as conserve the scarce resources such as energy & water. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws.

Connections to existing works

In the event that the Contractor wish to establish a site camp and/or yard, the required services (electrical; sewer; water) will be billed for on a monthly basis.

Tests and inspections

Description of tests and inspections

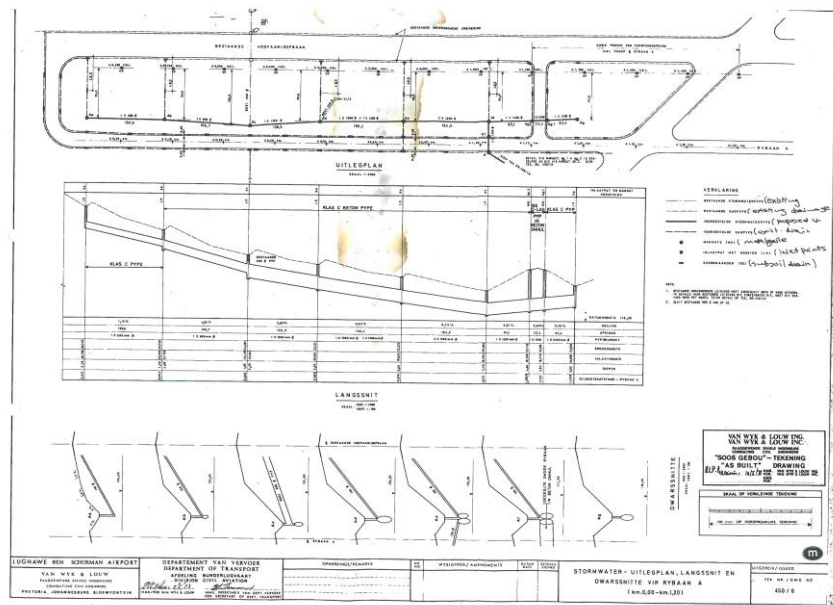
The Contractor will complete regular inspections which will monitor the actual conditions of the Affected Property., based on the relevant design.

All the additional inspections will be developed by the Contractor and Approved by the Service Manager.

List of drawings

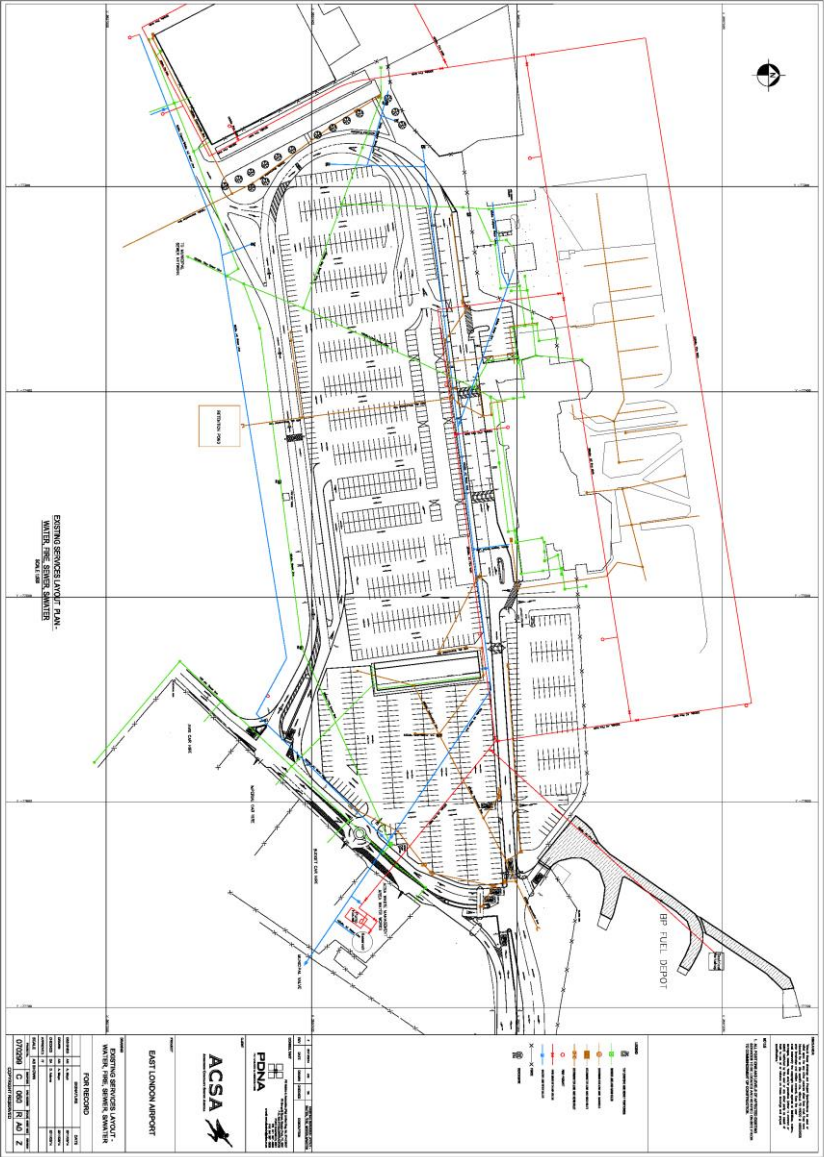
Drawings issued by the Employer

Storm water 450/6



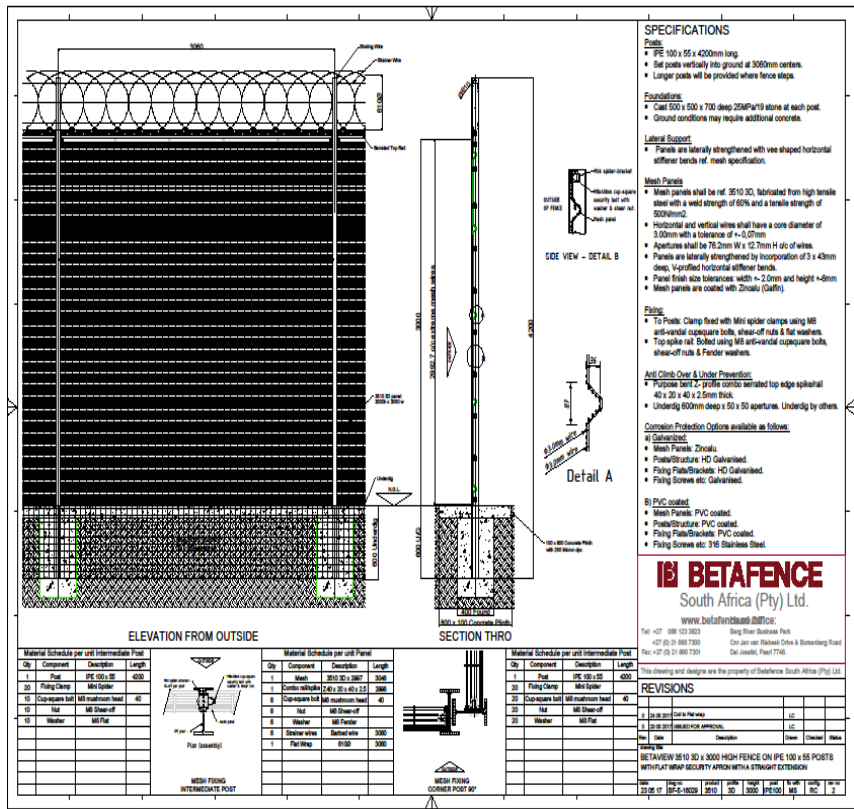
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Domestic water/storm water sewage and Fire mains



Perimeter Fence

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PART C4: SITE INFORMATION

ANNEXES to C4

Title	Annex number
Footprint of the Affected Property	Annex A
Scheduled Maintenance Work as priced in Item 1 of Subtotal A of the Price List in C2.2	Annex B
Contractor's Plan for the Service	Annex C
Contractor's Schedule of Equipment and Tools	Annex D
Contractor's Organogram	Annex E
Contractor's Resource Proposal	Annex F
Monthly Service Report Template	Annex G
Safety File Requirements	Annex H

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ANNEX A: Footprint of the Affected Property

The affected property is located on the King Phalo Airport grounds and encompass the following Civil Infrastructure to be maintained:

Runways and Taxiways
Aprons
Roads and Parking
Storm Water Supply Infrastructure
Bulk water supply
Earth works
Fencing
Sewer infrastructure

PAVED SURFACES					
Infrastructure			Specifications		
No	Item - Description	Location	Length (m)	Width (m)	Final layer Wearing Corse
Runway surface					
1	RWY 11/29	Airside	1939	45	Asphalt
	RWY 06/24	Airside	1585	45	Asphalt
Taxiways					
2	TWY A	Airside	1370	-	Asphalt
	TWY A1	Airside	180		Asphalt
	TWY A2	Airside	151		Asphalt
	TWY A3	Airside	139		Asphalt
	TWY A4	Airside	630		
	TWY B	Airside	648		Asphalt
	TWY B1	Airside	108		Asphalt
	TWY C3	Airside	184		Asphalt
	TWY G	Airside	106		Asphalt
3	Taxi lane	Airside	187		Asphalt
4	Windsock surface	ring Airside			Concrete
Apron A					
7	Bay 1	Airside			Concrete
	Bay 2	Airside			Concrete
	Bay 3	Airside			Concrete
	Bay 4	Airside			Concrete
	Bay 5	Airside			Concrete
	Bay 6	Airside			Concrete
	Bay 7	Airside			Concrete
Apron B					
8	Heli-square		1000m ²		Brick Paving
	Fixed-Wing Stand		992m ²		Brick Paving
9	Simulator		100m ²		Concrete
Remote Building Perimeter Surfaces					
10	ARFF Building	Airside			Concrete
	Electrical Complex	Airside			Concrete
	Ramp Handling Building	Airside			Brick Paving/Concrete
	Car Rentals Building				Tiles/Concrete
	CCTV				Asphalt/Concrete
	Main Gate				Asphalt/Concrete
	TX/Rx Building	Airside			Concrete
	29 GP	Airside			Concrete
	11GP	Airside			Concrete

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	11 Sub	Airside			Concrete
	Pump house	Landside			19mm Crushed stone
Parkades					
11	Public Open		10700m ²		Asphalt
	Public Shaded		4800m ²		Asphalt
	Staff Parking		3300m ²		Asphalt
	Car rental Return Parking		7200m ²		Asphalt
Roads (Landside)					
12	Access Road		1004		Asphalt
	Roads to and around General Aviation Area		425		Asphalt
	Road branch to AVIS Car rental Depot		114		Asphalt
	Road branch to Main gate				Asphalt
Roads (Airside)					
13	Service Road	Airside	367		Asphalt
	Main Gate to M&E Dept. Building	Airside	152		Asphalt
	Main Gate to Apron A	Airside	108		Asphalt
	Apron to Cargo Gate	Airside	100		Asphalt
	Alpha 2 to VOR	Airside	60		Concrete
	Perimeter Fence Road	Airside	10 000		Gravel

Storm water Infrastructure

Storm Water Pipes		
Type	Catchment	Grid
Main Concrete Tunnel	Concrete	Inlet from small tunnels
Open Tunnels	Ground / Grass	Open Collection
Underground Tunnels	Storm Water Pipes	Concrete
Intake Grids	Brick Manhole	Steel Grid

*Refer to drawings attached for storm water inlets and pipes
Sewer infrastructure

Infrastructure	Location
Wash bay 1	ARFF
Oil Separator 1	
Oil Separator 2	Apron A Bay 1
Oil Separator 3	Fire Simulator

* Refer to drawings attached for manholes and pipes

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Water Infrastructure

Water infrastructure

NO	Asset	Location	QTY
1	Incoming Water valve	Sewer Pump Station	1
	GA isolating Valve		
	Car Rentals Valve	Car Rentals Pavement	1
	Terminal Building Isolating Valve	CCTV Walkway	1
	Ramp/Fire valve	Lockup Garages	1
	Cargo valve	SAA Cargo road	1
	Electrical Main Valve	Complex perimeter	1
	Usage Meters	Various locations	22
	Depot valves	Car rentals Depot	5
	General Aviation Valves	GA area	

*List is not exhaustive and does not cover all King Phalo Airport water infrastructure.

Fence infrastructure

*Perimeter fence

Insert Location Map Here



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ANNEX B: Planned Storm Water Maintenance

Storm Water Maintenance Activities			
No	Activity	Details	Frequen cy
1	Storm Water Pipes	Clean and flush all storm water pipes	Bi- Annually
		Remove silt at all low points	
2	Concret e Canals	Sand and silt to be removed from all canal bed	Bi- Annually
		Vegetation to be removed from all banks and parapet	
		Rubble and refuse to be removed	
		Visual assessment of all concrete sla for distresses	
3	Catch Pits	Clear inlets or entrance grids of all debris and vegetation	Bi- Annually
		Ensure all inlets are secure, safe and grids are in place	
		Apply Herbicide around all catch pits, a minimum of two (2) meter radius to ensure free flow	
4	Open Earth Channel s	Ensure unrestricted flow through open earth channels by managing all vegetation to acceptable height and densities	Bi- Annually
		All new open earth channels shall be lined with grass blocks	
		Vegetation to be cleared to a width of two (2) meters on either side of the canals over the whole length of each canal	

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Runway Maintenance Activities			
No	Activity	Details	Frequency
1	Runway herbicide application	Apply an environmentally friendly herbicide on the edges of runways 11/29 and 06/24 dimensions (0.5m x 2485m) and (0.5 x 2089m) respectively.	Monthly
2	Runway Centre Line Painting	Paint 36 center line blocks for runway 11/29 with dimensions (0.9m x 30m) using a fast-drying white water base paint Paint 28 center line blocks for runway 06/24 with dimensions (0.9m x 30m) using a fast-drying white water base paint The contractor is required to employ a painting machine or a mobile compressor when performing this activity and no roller brushes to be used. The activity must be carried out after airport operation hours. Enough time must be allowed for the paint to dry before the next operational hours.	Quarterly
3	Runway Edge lines, Threshold Markings	Paint runway Edge line for runway 11/29 with dimensions 2 x (0.9m x 1985m) using a fast-drying white water base paint Paint runway Edge line for runway 06/24 with dimensions 2 x (0.9m x 1589m) using a fast-drying white water base paint Paint 48 threshold marking for runways 11/29 and 06/24 with dimensions (0.9m x 30m) using a fast-drying white water base paint The contractor is required to employ a painting machine or a mobile compressor when performing this activity and no roller brushes to be used. The activity must be carried out after airport operation hours. Enough time must be allowed for the paint to dry before the next operational hours.	Annually
4	Touch down Zone	Paint 32 Touch down Zone blocks for runways 11/29 and 06/24 with dimensions (0.9m x 30m) using a fast-drying white water base paint The contractor is required to employ a painting machine or a mobile compressor when performing this activity and no roller brushes to be used. The activity must be carried out after airport operation hours. Enough time must be allowed for the paint to dry before the next operational hours.	Annually
5	Touch down Zone Aiming blocks	Paint 8 Touch down Zone Aiming blocks for runways 11/29 and 06/24 with dimensions (6m x 30m) using a fast-drying white water base paint The contractor is required to employ a painting machine or a mobile compressor when performing this activity and no roller brushes to be used. The activity must be carried out after airport operation hours. Enough time must be allowed for the paint to dry before the next operational hours.	Annually

Taxiway Maintenance Activities			
No	Activity	Details	Frequency
1	Taxiway herbicide application	Apply an environmentally friendly herbicide on the edges of all taxiways. Contractor to apply herbicide from the holding point of each taxiway with dimensions 0.5m.	Monthly
2	Taxiway Centre Line and Cat I Holding Points	Paint all taxiway center lines, lead on lines and all Cat I holding points with as detailed in annex 14 using a fast-drying yellow paint. The contractor is required to employ a painting machine or a mobile compressor when performing this activity and no roller brushes to be used. The activity must be carried out after airport operation hours. Enough time must be allowed for the paint to dry before the next operational hours.	Annually

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Apron Maintenance Activities			
No	Activity	Details	Frequency
1	Apron herbicide application	Apply an environmentally friendly herbicide on the edges and concrete joints of Apron A..	Monthly
		Apply an environmentally friendly herbicide on the entire paved surface area of Apron B, Rotary and Fixed wing stands	
2	Parking Stand lines Painting	Paint all lines and markings on Apron A, Apron B, Rotary and Fixed wing stands	Annually
		The contractor is required to employ a painting machine or a mobile compressor when performing this activity and no roller brushes to be used. The activity must be carried out after airport operation hours. Enough time must be allowed for the paint to dry before the next operational hours.	

Roads and Parking Maintenance Activities			
No	Activity	Details	Frequency
1	herbicide application	Apply environmentally friendly herbicide on Staff parking, open parking, shade parking, car rentals parking, long term parking, curbs, manhole edges and where required.	Monthly
2	Painting	Paint Service Road, Staff parking, open parking, shade parking, car rentals parking and long-term parking, parking bays, road markings and curbs where required.	Annually
		The contractor is required to employ a painting machine or a mobile compressor when performing this activity and no roller brushes to be used. The activity must be carried out after airport operation hours.	
3	Painting	Paint Access road, Taxi-Cab zone and Drop-off Parking bays , road markings and curbs where required.	Annually
		The contractor is required to employ a painting machine or a mobile compressor when performing this activity and no roller brushes to be used	

Bulk Water Supply Maintenance Activities			
No	Activity	Details	Frequency
1	Domestic Water Valves	Service all domestic water valves at King Phalo Airport	Annually
		Contractor is to ensure that the manhole is cleaned, and the lids are in place after servicing	

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2	Fire mains water Valves	Service all Fire mains water valves at King Phalo Airport	Annually
		Contractor is to ensure that the manhole is cleaned, and the lids are in place after servicing	
		Service all water reservoir (x2) valves and equipment	
		Service main incoming water valve, pressure regulating & Air valves	
3		Repair or replace all water infrastructure related failures (i.e. seepage; leaks; faulty seals; faulty joints; faulty valves, etc.)	Annually
		Repair all water leaks and bursts	

Fencing Maintenance Activities			
No	Activity	Details	Frequency
1	Herbicide application	Apply environmentally friendly herbicide along the entire length of the perimeter fence	Monthly
		Application must be a spread of 0.5m outside and 0.5m inside both starting from the edge of the concrete slab	
		Application must also be done on the concrete expansion joints of the perimeter fence	
2	Vegetation Clearing	Clear bushes, tree and cut grass along the entire length of the perimeter fence 5 meters inside and 5 meters outside. Grass to be collected and disposed at an approved landfill site. A certificate of disposal is required.	Monthly
3	Gates Vegetation clearing	Clear bushes, tree and cut grass around all gates to facilitate their functionality	Monthly
4	Fence and Gates	Assessment and report (detailed technical report) the entire fencing footprint-infrastructure for structural non-conformance to ACSA's (Security and Fire & Rescue) policies and procedures: Fencing poles; Metal fence; Gates; Swinging mechanisms; Locking mechanisms; Barbwire; Cross poles; Palisades panels.	Annually
		Perform sectional repairs on fences with the same: maintain minimum heights of the fences; All required repairs must be completed per pole-to-pole section; Replace where the 8mm diameter galvanised wire strings are broken / rusted but it must match with the existing fence	

Civil Maintenance Activities			
No	Activity	Details	Frequency
1	Unscheduled Maintenance	Asphalt repairs as and when required	As and when required
		Compaction and filling of runways, taxiways shoulder and RESA	
		Curbs repairs as and when required	
		Concrete repairs and Expansion joint repairs	
		Perimeter road repairs	
		Rubber Removal on both Runways and all Taxiways	
		Fence and gates repairs	
		Tree felling (inside and outside airport boundaries)	

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2	Performance Monitoring, Evaluation & Optimisation	The performance will be assessed during monthly meetings and site inspections	Monthly
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Sewage Maintenance Activities			
No	Activity	Details	Frequency
1	Sewer-Line Maintenance	Jetting of Sewer lines	As and when required
		dislodge and removal of scum in the septic tanks	
		Curbs repairs as and when required	

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ANNEX C: Contractor's Plan for the service

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ANNEX D: Contractor's Schedule of Equipment and Tools

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any exclusion to this list should be listed with the lead-time required to deliver same to site.

Number	Item description	Quantity	Serial Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

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ANNEX E: Contractor's Organogram

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ANNEX F: Contractor's Resource Proposal

The Contractor shall include a detailed resource proposal for on-site personnel at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

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ANNEX G: SLA Monthly Service Report

The contractor shall include the following minimum data on his/her periodic reports

1. urgent issues requiring employer's attention
2. system performance testing results
3. maintenance work (including % of scheduled maintenance work completed)
4. periodic checks performed
5. maintenance plan for the next interval
6. the latest spares inventory
7. up to date asset register including equipment data
8. outstanding maintenance issues

ANNEX H: Safety File Content Requirement

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Subcontractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications
- Letters of appointment with competencies (where appointment are applicable depending on the task):
 - a. OHS 16(1) CEO
 - b. OHS 16(2) Assistant CEO
 - c. CR 8.1 Construction work Manager
 - d. CR 8.5 Construction H&S officer
 - e. CR 8.7 Construction work Supervisor
 - f. CR 8.8 Assistant Supervisor
 - g. CR 9.1 Risk Assessor
 - h. CR 13.1(a) Excavation Supervisor
 - i. GAR 9 Incident Investigator
 - j. GSR 9 First Aider
 - k. CR 24 & EMR 9 Electrical Tool Inspector
 - l. CR 29(H) Fire Fighting Equipment Supervisor
 - m. CR 23 Construction Vehicles & Mobile Plant Operator
 - n. GSR 13 Ladder Inspect
 - o. Portable (Hand) Tool inspector
 - p. CR 16.1 /SANS 085 Scaffolding Inspector
 - q. CR 28 (a) Stacking and Storage Supervisor
 - r. HCS Supervisor (HCS Regulations)
 - s. OHS 19 SHE Committee Members
 - t. OHS 17 Health & Safety Reprehensive

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Part C3: Scope of Works
C3.2: Service Level Agreement

Drafting Note: Please delete notes before saving final draft.

This is a standard SLA to be used when drafting maintenance contracts. Complete the items highlighted in grey for airport specific and equipment specific information.

Operational hours

Normal airport operational hours shall be from _06h00_ to _20h30_ for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule

The Contractor must maintain the following minimum staff available when required and should price accordingly:

Skill	Quantity	Frequency
Site Manager / Contracts Manager	1	During Site visits
Foreman / Second level of Response	1	During Site visits
Groundsman / Artisan	3	During Site visits
General Assistant	6	During Site visits

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

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

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; systems availability shall be kept at or above _97.5%_ overall per month.
Response time	All breakdowns shall be responded to within: _45_ minutes during normal operating hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours. _120_ minutes after normal operating hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after-hours
Closure Duration	All breakdowns shall be resolved within: _240_ minutes during normal operating hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) _8_ hours after operating hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk)
% of planned maintenance completed per month	100% of all planned maintenance shall be completed per month

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Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise)	All breakdowns requiring a second level of response shall be resolved within ____ hours (subject to the lead time of required spares) and shall be limited to a total of ____ occurrences per month.
--	--

Human resources

The following minimum standards shall apply to resourcing:

For all callouts: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.

The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.

During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.

During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:

Is suitably qualified and experienced to resolve breakdowns and system stoppages.

Is suitably qualified and experienced to work on any electrical control panel.

Is able to successfully interact with OEM personnel.

Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It will always remain the Contractor's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC). Once the Contractor has arrived on site he/she must notify the IMC of the problem found and the expected resolution time of the problem. Finally, once the problem has been resolved the contractor will advise the IMC of the resolution.

Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months.

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Penalty scheme

Parties agree to the following penalty scheme. The penalty scheme does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT.

This addendum may not be terminated for convenience.

Penalties

ACSA must notify the contractor in writing of its intention to claim a penalty within 30 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Penalties are limited to a maximum of R 10 000/month.

Penalty breakdown

Where a repair cannot be completed the same day due to the unavailability of a spare part	R 2 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
Leaving a breakdown unattended or incomplete for another day or shift.	R 2 000.00 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Not maintaining the required minimum on-site staff requirements for planned maintenance.	R 1 000.00/position/day
Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Availability not meeting requirements	R 2 000.00 per month

Continuous Improvement Program and the Computerized Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

An improvement in the availability of systems

An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
etc.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

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Non-Conformance Report

In the event of any irregularity concerning contractor performance the report attached in the following page will be completed by an ACSA representative and signed by the respective contractor's representative.

Contractor name			
Contract/Service description			
Contract number		Reference document	
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Non-conformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response required date
ACSA Representative's Email Address	Telephone	Cell	Facsimile

Contractor's Representative: Acknowledgement of understanding of above Non-Conformance			
Recipient/Reps Name	Signature	Title	Date
Email address	Telephone	Cell	Facsimile
contractor's Response: Cause		(B) Immediate Corrective Action	(C) Action to Prevent Recurrence
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	
Recipient/Reps Name	Signature	Title	Date
ACSA Representative: Evaluation of Proposed Corrective Action			
Accepted		☐	Rejected ☐
Comments			
Name	Signature	Title	Date
CONTACTOR Representative: Corrective Action Implemented to ACSA and contract requirements			
Recipient/Reps Name	Signature	Title	Date Implemented
ACSA Representative: Follow up and close out			
Accepted		☐	Rejected ☐
Comments			
Name	Signature	Title	Date

NON-CONFORMANCE REPORT (NCR) PROCESS

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The ACSA representative notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.

The ACSA representative completes the first part of the form and issues it directly to the Contractor's representative.

The Contractor's representative signs acceptance and understanding of the NCR

The ACSA representative gives a copy of this signed NCR to the Infrastructure Asset Management manager's office for filing and noting.

The Contractor's representative informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.

6 The Contractor's representative submits the response e-mail / fax .to the ACSA representative for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.

The ACSA representative informs the Contractor's representative of the result of the evaluation, by responding via e-mail / fax.

Note: If the response is not adequate, the Contractor's representative must re-submit a solution.

Upon completion of the corrective action and verification thereof, the Contractor's representative then informs the ACSA representative by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.

The ACSA representative's relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR. The ACSA representative returns the concluding results to the Contractor's representative via e-mail / fax.

If the original situation still exists, and the NCR cannot be closed out, the ACSA representative or relevant personnel raises a new NCR, and the same procedure as above is repeated.

Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractor's corrective action by ACSA may lead to cancellation of the contract.

These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

Note: All parties shall ensure that no delays are caused in the above chain of events.

The shaded areas are to be completed by the Contractor's representative

Maintenance record sheets

When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. The lack of complete history files will result in immediate cancellation of the contract.

All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth day of every month. No money will be paid out if record sheets are not handed in.

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Part C4: Site Information

C4.1	Site Information
C4.2	ACSA Special Requirements at an Operational Airport
C4.3	ACSA Environmental Policy
C4.4	Environmental Management System
C4.5	ACSA Services and Maintenance Contractors Terms to Commence Work
C4.6	Baseline HIRA: ACSA Generic Hazard Assessment

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Part C4: Site Information

C4.1: Site Information

Description of the Site and its surroundings

General description



Figure 1: Locality map of the KPA airside precinct

Existing buildings, structures, plant and machinery on the Site

Hidden Services

Subsoil information

There are no records of the surveys and geotechnical assessment reports which were conducted recently.

C4.2: ACSA Special Requirements at an Operational Airport

SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognizance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for an extension of time.

Airports Manager

The Airports Manager is at all times responsible for the effective and safe operation of the airport. The Airports Manager or his designated representative will represent the Employer at the airport, and he has full authority to act on behalf of the Employer, as set out in the contract documents.

The Airport manager will issue the necessary application forms to those who apply to the airport management for an airside vehicle permit and/or an Airport Security Permit and will decide, on receipt of the completed forms, whether or not to issue permits.

The Airport Management may at any time withdraw or suspend an Airside vehicle Permit or any Airside Security Permit.

All negotiations between the Contractor and the airport management shall be through the Engineer.

2. Airport Security and Safety

All personnel of the Engineer or Contractor will have to undergo a Security and Safety Awareness Program before the start of the contract.

The Engineer/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

The Contractor shall make specific arrangements with the Employer, through the Engineer, to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the Contractor shall supply additional security personnel, approved by the Airport Manager to assist with security control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities

have to be provided, it shall be done in consultation with the Airport Manager and Engineer. These facilities and personnel have to be provided by the Contractor.

Responsibilities of Consulting Engineers/Contractor

As a condition of approval of an application for an Airside Vehicle Permit, the Consulting Engineer/Contractor shall ensure that all vehicles and drivers are covered by the Contract Works, Public Liability and SASRIA Special Risks Insurance.

When a vehicle is no longer required for airside use, the Engineer/ Contractor must, upon removing it from airside use, remove and return the Airside Vehicle Permit to the airport manager.

The Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilized in movement areas.

Plant, equipment and personnel of the Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

4. Accident/Penalties

The Engineer/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.

Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger nor vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilized vehicles on operational areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

Withdraw any airport security permit.

Withdraw any airside vehicle permit, if it is considered necessary tow away vehicles when parked incorrectly.

5. Identification and Warning Lights

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self-propelled plant item, as required by the Engineer, shall be fitted with an approved amber rotating warning light which shall be in continuous operation while the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

6. Additional Security Measures

No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No firearms, explosives or any other weapons may be brought into the security area.

Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in apron areas.

No accommodation of personnel will be allowed in the security area of the airport.

No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made, or interview may be given to anybody without the written permission of the Airport Manager.

Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that navigation equipment in particular is extremely sensitive and may be disturbed by sitting or leaning on it.

No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance whatsoever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

If the Contractor is found lacking in any of the security measures or requirements, it will be sufficient cause for the termination of all construction activities until the matter has been rectified to the satisfaction of the Airport Manager.

No claim resulting from inadequate security and safety measures will be considered.

7. Compliance with Instructions

If the Contractor does not promptly comply with all instructions of the Airport Manager and Engineer, the Employer has the right to amend the working schedule in aid of safety. The Engineer also retains the

right to suspend all work until the Contractor, in the opinion of the Engineer, complies with the requirements.

8. Delays Caused by Airport Management

If delays, leading to an extension of time, are caused by aspects such as airport requirements, a reasonable claim for extension of time may be considered. However, if such delays coincide with delays caused by other circumstances, such as weather conditions, no claim for extension of time caused by requirements of airport management will be considered.

9. General Requirements for Execution of the Work

At the end of each work period, all plant, vehicles, material and obstructions must be removed to a demarcated safe area. The cost of removal of plant and materials and cleaning operations shall be deemed to be included in the relevant work items or in the general items. The Engineer reserves the right to ban any item of plant or equipment which leaks excessive amounts of fuel or oil. In addition, all significant spills of fuels and oils will be cleared immediately to the satisfaction of the Engineer failing which the Engineer reserves the right to have this work carried out by a third party to the cost of the Contractor.

The Employer retains the right to clean any of the mentioned areas if the Contractor neglects to do so to his satisfaction. In such a case the costs incurred by the Employer will be recovered from the Contractor at a rate of R400,00 per hour or part thereof taken by the sweeping machine of the Employer to do the work. This cost will be deducted from any monies payable to the Contractor.

If night work has to be done only suitable power and lighting units, approved by the Engineer, complying with the requirements of the Occupational Health and Safety Act No. 85 of 1993, SABS 0142-1981 and ICAO Annex 14 regulations shall be used.

10. Times for the Execution of the Works

Most of the work on this contract must be executed minimizing disruptions to airport operations. If, due to airport requirements, certain aspects of the work have to be done during nighttime, the following will apply:

The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.

At the end of the night's work all lights, power plants, etc. must be removed to a safe area indicated by the Engineer and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

11. Movement on the Airport, Barriers, Lights and Marks

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.

These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor's programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.

12. Dust and Pollution Control

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the Engineer may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.

13. Storing of Vehicles, Plant and Materials

It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.

If material is temporarily stored outside the designated campsite, stockpiles shall be limited to a height of 1, 0 m above natural ground level.

14. Fires

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

15. Environmental

The Airports Company South Africa (ACSA) recognizes the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimize these impacts as far as possible.

Design consultants are encouraged to explore and implement (where possible) feasible opportunities for minimizing environmental impacts in the form of stormwater, soil and groundwater pollution, resource and raw material utilization, as well as energy and water conservation measures.

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C4.3: ACSA Environmental Policy



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
ENVIRONMENTAL MANAGEMENT SYSTEM
POLICY**

Airports Company South Africa SOC Limited, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001: 2004 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek out opportunities to reduce its carbon footprint, as well as that of the aviation industry.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy shall be reviewed by management every three (3) years and made available to any interested parties on request.

Signed: 

B. A. Maseko
Chief Executive Officer: Airports Company South Africa SOC Limited

Date: 04th May 2015
Issue No: 8

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C4.4: Environmental Management System

Scope

This procedure is intended for all Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at sites.

Objective

To incorporate all service and maintenance contractors into the Company's Environmental Management System (EMS), to align activities, products and services with the EMS and the company's Integrated Environmental Management Policy.

Definitions and Abbreviations

Business / Company /Group/Organisation
Airports Company South Africa SOC Ltd

Service & Maintenance Contractor

An appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and on-going maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

Sites

Refers to Airports or Corporate Office

3.2 Abbreviations

Abbreviation	Description
AEMR	Airport Environmental Management Representative
HCS	Handling & Storage of Hazardous Chemical Substances
OHS	Occupational Health and Safety

Procedure General

All departments shall contact the airport's AEMR prior to appointing a service or maintenance contractor on the airport.

All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's AEMR. Refer EMS Department Determining Significant Environmental Aspects Procedure - T010 001M. Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

The AEMR shall decide whether or not the contractor requires formal environmental induction training based on assessment above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.

The Department responsible for appointing service or maintenance contractors shall append the Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible Department and the contractor.

The contractor's representative shall ensure the conditions set out in the Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048, along with Environmental Management System Policy are communicated to, comprehended and implemented by all contractor staff.

All Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the AEMR.

Contractor activities shall be audited at the discretion of the AEMR depending on the nature of risks and environmental aspect significance.

Process for Monitoring

Monitoring Controls	Purpose	Responsible	Frequency
Internal Review (Level 1)	To provide assurance the procedure is implemented.	Quality Control & Governance	Planned interval
Internal Audits (Level 3)	Determine the effectiveness of the procedure and test the outcome of the procedure.	Internal Audit	Planned interval

Accountabilities and Responsibilities

The overall accountability for development and implementation of this procedure lies with the Group Executive: Operations Management with the support of the Group Manager: Aviation Regulatory Standards as a responsible person for actual development of this procedure and the Regional General Managers and Local Airport Managers as responsible persons for actual implementation of this procedure. However, in his or her absence a designated person shall assume responsibility.

6.1 Accountabilities

Authorities	AEMR	Senior Managers	Environmental Specialist	Local Airport Manager/Regional Airport Manager	Group Executive: Operations Management
Has overall accountability for development and implementation of this procedure	Consulted	Consulted	Responsible	Consulted	Accountable
Has overall responsibility for implementation and adherence of this procedure	Responsible	Responsible	Responsible	Responsible	Accountable
Consulted at the time of an exception and	Consulted	Consulted	Consulted	Consulted	Accountable

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adherence of this procedure						
Has overall responsibility for adherence, implementation and performance of a given task	Responsible	Responsible	Informed		Accountable	Accountable
Has responsibility for approval and authorisation	-	-	-		Responsible	Accountable
Communicate the policy to all impacted stakeholders or employees	Informed	Responsible	Responsible		Accountable	Accountable

6.2 Roles and Responsibilities

As per table above.

Non-Conformance Reporting

Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the Non Conformance Policy, Procedure and Working Instruction - Z001 001M.

Related Policy Documents

Document Control Procedure - Z001 006M
Record Keeping Requirements Procedure - Z001 008M
Airfield Standard Operating Procedure Manual (Latest Version)

Related Legislation and Standard

National Environmental Management: Waste Act 59 of 2008
Quality Management System ISO 9001

Change Control and Verification

This procedure shall only be changed with the authorisation of the Group Executive: Operations Management and in accordance with

Revision History

Date last revised	Revision Status	Compiler	Summary of changes
May 2018	Version 5	Manager: Environmental Compliance	Alignment to GFOM
29th July 2021	Version: 6	Name and Surname Sean Bradshaw Specialist: Environmental	Aligning to the new template and correcting the reporting structures to

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17 August 2022 Version: 9

NAME AND SURNAME
Christopher Jones
Specialist:
Environmental

reflect current governance hierarchy.
Updating of document to comply with GFOM titles and responsibilities

NAME AND SURNAME
Christopher Jones

Records

Each Process Owner and managers as identified are responsible for maintaining, storage and protection of their respective documents/ information. Records must be identifiable, easily retrievable and maintained as per the Retention schedule as regulated or required by the organisation, statutory or regulatory requirements. Refer Record Keeping Requirements Procedure - Z001 008M.

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work	ACSA Safety Department	EMS 048	AEMR	Five (5) years
ACSA Service and Maintenance Contractors Procedure	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator: Policies and Procedures	Five (5) years

13. Endorsement (See Master in Corporate Policy Document Store)

Activity	Name	Signature	Date
Compiled by	Specialist: Environmental		
	NAME AND SURNAME Christopher Jones		
Quality Assurance: Policy Documents	Manager: Policy and Assurance		
	NAME AND SURNAME Thabana Mahlo		
Supported by:	Regional General Manager: Cluster 1		
	NAME AND SURNAME Jabulani Khambule		
Supported by:	Regional General Manager: Cluster 2		
	NAME AND SURNAME Mark Maclean		

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Supported by: Regional General
Manager: Cluster 3

Supported by: NAME AND SURNAME
Nkosinathi Myataza
Group Manager:
Aviation Regulatory
Standards

Authorised by: NAME AND SURNAME
Kenton Sim
Group Executive:
Operations Management

NAME AND SURNAME
Terence Delomoney

C4.5: ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
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 ACSA 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 ACSA 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 maintain a tidy, litter free environment at all times in their work area. Contractors must keep on file: The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 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 ACSA 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.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

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Penalties

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

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

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

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

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

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

at: _____ (airport name).

C4.6: Baseline HIRA: ACSA Generic Hazards Assessment

Baseline Risk Assessment	
Project Name:	MAINTENANCE AND REPAIR OF CIVIL ENGINEERING INFRASTRUCTURE
Document Number: HIRA 1	Revision Number: 001

Risk Severity Definition	Description: Consequence (can lead to)...	Examples of what to look out for...
Category A Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
Category B Hazardous	Serious injuries or major damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
Category C Major	Minor injuries or minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency
Category D Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
Category E Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance

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

		Catas-trophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled, and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to the site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A

Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A
Driving on airside	Incidents	Damage to aircraft/vehicles/property / persons	Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During the period of Low Visibility (LVP) will be affected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place	4A

Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at a reasonable distance.	3A
Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times where possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property /persons	Signage warning against jet blast is installed at high-risk areas. Risks associated with jet blast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75-meter clearance behind aircraft to be observed to prevent jet blast. Contractors to be aware of aircraft movements	4C

Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3 meters of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30-meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working Height at	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B

Construction works	Spillages (fuels/oils/hydraulics/chemicals/human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft/injury to persons/adverse health effects/	Dust suppression measures are to be implemented, and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan the area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C

Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf carts are used for airport users only and not for contractor use for transporting materials. Golf carts operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle and Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic and passenger movements	No trucks allowed deliveries to be made via North or South Delivery Yards, delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C

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General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not to be used to transport heavy items in the Parkade	4C
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