

Tender Reference: ORTIA7239/2023/RFP

20-INCH JET FUEL FEEDER LINE REPLACEMENT

RFP FOR THE PROVISION OF PROFESSIONAL PROJECT MANAGEMENT SERVICES FOR THE DESIGN AND CONSTRUCTION SUPERVISION OF 20" JET FUEL FEEDER LINE AT O.R. TAMBO INTERNATIONAL AIRPORT FOR THREE (3) YEAR PERIOD

August 2023

**Tel +27 11 723 1400 Fax +27 11 453 9354
Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa,
1632
P O Box 75480, Gardenview, Gauteng, South Africa, 2047
www.airports.co.za**

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatshwayo, Dr KH Badimo, F Sefara (Company Secretary)

Issue: 2

Issue Date: 30/09/2022

TENDERER'S DETAILS

1.	NAME TENDERER (BIDDING ENTITY)	OF
	(FULL NAME, i.e. (CC, (Pty) Ltd, JV, SOLE PROPRIETOR	
2.	TEL NUMBER	
3.	FAX NUMBER	
4.	EMAIL	
5.	NAME CONTACT	OF
6.	NATIONAL TREASURY CSD REGISTRATION NUMBER	

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Request for Proposals for the Provision of Professional Project Management Services for the design and construction supervision of 20-inch jet fuel feeder line at O.R. Tambo International Airport for a Period of three (3) years.

Bid Number:	: <u>ORTIA7239/2023/RFP</u>
Issue Date	: <u>24 August 2023</u>
Query Closing Date	: <u>08 September 2023</u>
Compulsory Briefing Session Date and Time	: <u>01 September 2023 @ 10:00</u>
Site Inspection Requirements	: <u>N/A</u>
Bid Closing Date and Time	: <u>22 September 2023 @ 10:00</u>

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1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tenders are available on www.etenders.gov.za and www.airports.co.za. Kindly print and complete.

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be **signed or stamped** with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before 10:00 am on 22nd of September 2023 using the following method(s):

1.1.1. Hand delivery:

ORTIA 7239/2023/RFP – Request for proposals for the provision of project management services for the design and construction supervision of 20-inch Jet fuel feeder line at OR Tambo International Airport

[NAME OF TENDERER]

3rd Floor ACSA North Wing Offices

O.R. Tambo International Airport

The bid document must be delivered to the address below and must be addressed as follows:

1.1.2. Tender box:

The Tender box is located at:

Tender Box B

3rd Floor, North Wing Offices

O.R. Tambo International Airport

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1.1.3. Proposals must both be in printed format (**an original and a copy**) together with an electronic copy of the bid documents using a USB flash drive or an accessible link. The original will be legal and binding, in the event of discrepancies between any of the submitted documents; the original will take precedence.

1.2. Alternative Bids

As a general rule ACSA only accepts bids which have been prepared in response to the bid invitation. However, for this bid alternative bids will be accepted provided the alternative bid is accompanied by the original bid response which materially complies with the specifications of this bid invitation, an offer which materially complies with the requirements of this bid. Alternative bids will also be evaluated using the pre-determined evaluation criteria stipulated in this bid document.

1.3. Late Bids

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

1.4. Clarification and Communication

Name:	Lesego Pitse
Designation:	Senior Buyer – Category Management
Email:	Lesego.Pitse@airports.co.za

1.4.1. Request for clarity or information on the bid may only be requested until 8th of September 2023 @ 16:00. 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/Bid /Information invitation.

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

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1.5. Compulsory Briefing Session

A compulsory briefing session will be held on 01st of September 2023 at 10:00 am The session will be held at the following location:

Media Room (Next to Post Office)

OR Tambo International Airport

1.6. Bid Responses

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

1.7. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.7.1. Award the whole or a part of this bid;
- 1.7.2. Split the award of this bid;
- 1.7.3. Negotiate with all or some of the shortlisted bidders;
- 1.7.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.7.5. To reject the lowest acceptable bid received; and/or
- 1.7.6. Cancel this bid.

1.8. Validity Period

- 1.8.1. ACSA requires a validity period of one hundred and twenty (120) business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm

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and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

1.9. Confidentiality of Information

- 1.9.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.9.2. ACSA will not disclose the names of bidders until the bid process has been finalised.
- 1.9.3. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: office@thehotline.co.za

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SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

2.1 Background and/or Purpose of this Bid

Airports Company South Africa has identified a need to replace the existing 20 inch Jet A1 fuel feeder line at O.R. Tambo International Airport. This line will be used for the re-fuelling of aircrafts at the airport and runs underground from the fuel storage depot facility to the aprons where the aircrafts are re-fuelled. The objective is to restore jet fuel supply through the line in accordance with the airport operational requirements, end-users requirements and other stakeholders requirements.

2.2 Scope of Work

The scope of work involves the design and construction supervision of the new 20 inch jet fuel feeder line as detailed in Part C3 Scope of Works and Specifications of the contract.

2.2.1 ***Minimum Scope of Work Requirements***

- The consultant(s) shall develop all necessary designs and drawings required to complete the project.
- The designs and drawings shall comply with the applicable legislation and local and international codes and standards such as OHS Act, NEMA, SANS, NFPA, API, ASME, IEC, EI, JIG etc.
- The consultant(s) shall ensure timeous submission of the designs and drawings to the relevant Authorities for approvals and permission to proceed, including any negotiations in this regard.

2.3 Pricing Schedule

ITEM	DESCRIPTION	PRICE
1	Planning, Studies, Investigations and Assessments	
1.1	Facilitate collation of information; reports on technical and financial feasibility and related implications; list of consents and approval; schedule of required surveys, tests, analyses, site and other investigations; time frames for upcoming deliverables	R
2	Normal Services	
2.1	Stage 1: Inception	R
2.2	Stage 2: Concept Viability (Preliminary Design)	R
2.3	Stage 3: Detail Design	R
2.4	Stage 4: Documentation and Procurement	R
2.5	Stage 5: Contract Administration and Inspection	R
2.6	Stage 6: Close-out	R

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3	Miscellaneous	
3.1	Disbursements	R500 000.00
4	Subtotal 1	R
5	Contingencies 10% (percentage of subtotal 2)	R
6	Subtotal 2	R
7	Value-Added Tax 15% (VAT)	R
8	TOTAL (export to form of offer C1.1)	R

Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification. Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

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SECTION 3: EVALUATION CRITERIA

3.1 Evaluation Criteria

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

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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations (if applicable)	Security Vetting (If deemed necessary)

3.3 Mandatory Requirements

A list of mandatory returnable documents must be consulted to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information ACSA will only consider bidders which have:

- Attendance of compulsory briefing session – Proof of attendance will be verified against the attendance register.
- Tenderer must complete in full and sign the form of offer in C1.1

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3.5 Functionality

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

3.5.1. Functionality Criteria

The functional evaluation will be based on a threshold, where bidders which fail to achieve a minimum of 60% on the functional stage will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows:

Functionality Table

#	Functionality Element	Min	Max
1.	<p>TENDERER'S EXPERIENCE</p> <p>1.1 Project management experience in a multi-disciplinary petrochemical industry. <i>Returnable document Appendix E and F</i></p> <p>Proof that Tenderer has project management experience in multi-disciplinary (mechanical, electrical, civil and process) petrochemical industry. (maximum 3 references letters / minimum 2 reference letters) [5 points per reference]</p> <p>1.2 Contract value of completed projects in a multi-disciplinary petrochemical industry.</p> <p>Proof that Tenderer has completed projects for contract value above R15 million (inclusive of VAT) in a multi-disciplinary petrochemical industry. (maximum 3 references/ minimum 2 reference letters)</p> <p>[5 points per reference]</p> <p><i>Note: reference letters should include all information stated in Appendix E. If the letters don't have all the information, bidders should complete the information in Appendix F</i></p>	10	15
2.	<p>KEY PERSONNEL EXPERIENCE & QUALIFICATIONS</p> <p>2.1 Project Manager's Qualifications</p> <p><i>Returnable document Appendix G and J</i></p> <p>The project manager has Master's Degree (MEng / MSc) in Built Environment and professional registration with SACPCM as a PrCPM or ECSA. [10 points]</p>	6	10

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	<p>The project manager has Bachelor's Degree (BSc/BEng/BTech) in Built Environment and professional registration with SACPCM as a PrCPM or ECSA. [6 points]</p> <p>The project manager has Bachelor's Degree (BSc/BEng/BTech) in Built Environment. [0 points]</p> <p>Note: SAQA accreditations should be submitted for all Foreign qualifications indicating the NQF level</p> <p>2.2 Project Manager's Experience</p> <p>Project manager has more than 5 years' experience in a multi-disciplinary petrochemical industry. [10 points]</p> <p>Project manager has 3 to 5 years' experience in a multi-disciplinary petrochemical industry. [6 points]</p> <p>Project manager has less than 3 years' experience in a multi-disciplinary petrochemical industry. [0 points]</p>	6	10
3.	<p>Approach Paper or Method Statement.</p> <p>The Tenderer shall attach the Approach Paper / Method Statement that adequately details as a minimum the following items:</p> <ul style="list-style-type: none"> • Scope of work and cost control (5) • Project programme (5) • Health & Safety and Environmental Considerations (5) • Risks to the project (5) and • Procurement (5) <p>Note: For minimum points, the Scope of work and control, Project Programme AND Risks to the project must be detailed in the Approach paper.</p> <p>Returnable document Appendix H</p>	15	25
4.	<p>Work Plan and Program.</p> <p>The work plan must respond to the project approach and outline the proposed sequence of activities. The work plan shows the proposed activities and project milestones complete with dependencies, constraints, resources, risk allowances and time frames. Returnable document Appendix I</p> <p>Note: The allocation of points and minimum scores required are as outlined in returnable document - Appendix I</p>	13	25
	Total =	60	100

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3.5.2. Price and Preference

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

80/20

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Evaluation of Preference

ACSA will score specific goals out of 20 in accordance with the PPP Regulations 2022/2023. If a bidder fails to meet the Specific goals as outlined on the table below and to submit proof, the bidder will score zero (0) out of 20 or out of 10. ACSA will not disqualify the bidder. See below Specific goals that must be achieved for this bid:

Paste applicable goal here:

Item	Category	Specific Goals	Minimum Target	Score
1.	Professional Services	51% owned by Black male and Black women and Black youth and People living with disabilities	30%	20
		51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must be achieved)		15
		51% owned by Black male or Black women or Black youth or People living with disabilities		10
		Less than 51% owned by Black male, Black women, Black youth, People living with disabilities		5
		Other		0

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SECTION 4: RETURNABLE DOCUMENTS

4.1 Mandatory Returnable documents

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

Returnable Documents and Information

RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Priced offer NEC3 PSC Part C2	
Declaration of Interest and Politically Exposed Persons Section 5	
Certificate of Attendance of Compulsory Briefing Section 6	
Declaration of Forbidden Practices Section 7	
Terms and Conditions of RFP Section 8	
Bidders must accept the ACSA Terms and Conditions Section 9	
Confidentiality and Non-Disclosure Agreement Section 10	
Certificate of Authority to Sign Tender Appendix A	
Certificate of Authority of Joint Ventures (where applicable) Appendix B	
Record of Addenda to Tender Documents Appendix C	
Proposed Amendments and Qualifications Appendix D	
Schedule of the Tenderer's Experience Appendix E	
Reference letter from the Client Appendix F	
CV and Experience of Key Personnel Appendix G	
Approach Paper or Method Statement Appendix H	
Work Plan and Program Appendix I	

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Certified Proof of Qualifications Appendix J	
Proof of Professional Registration Appendix K	
Transformation Framework and Specification forms Appendix L	
Proposed Subcontractor Appendix M	
Letter of Good Standing with the Workers Compensation Commissioner Appendix N	
SBD 4 Form Bidder's Disclosure Appendix R	
SBD 6.1 Form Preference Points Claim Appendix S	

4.2 Other Returnable Documents and information

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

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS) Appendix O	
Names and identity numbers of Directors / Trustees / Members / Shareholders and Senior management Appendix P	
Certificate of Incorporation of the bidding entity showing ownership split Appendix P	
Central Supplier Database Report (CSD) Appendix Q	

4.3 Validity of submitted information

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Bidders must ensure that all conditions, documents and information which has been submitted in pursuance to this bid remains valid for the duration of the contract period. In the event where a validity document expires an updated document must be submitted. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.

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Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macamo, Y Pillay, K Esterhuizen, GA Victor, D Hlatshwayo, Dr KH Badimo, F Sefara (Company Secretary)



SECTION 5: DECLARATION FORM

5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS

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

5.1.1 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

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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

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

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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) hereby 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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Issue: 2

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SECTION 6: CERTIFICATE OF ATTENDANCE OF COMPULSORY BRIEFING SESSION

This is to certify that

I,

Representative of tenderer)

of (address)

e-mail:

telephone number:

fax number:

attended the briefing session on date:

Tenderer's Representative Position:

Signature: Date:

ACSA's Representative: Position:

Name: Date:

Signature:

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SECTION 7: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

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

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

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

This declaration was signed on _____ of _____ 2023 _____

Name: _____

Designation: _____

Signature: _____

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SECTION 8: TERMS AND CONDITIONS OF RFP

8.1 Conditions of the request for proposal

- 8.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 8.1.2 Any bids received after the tender closing date and time 22nd of September **at 10:00am** shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 8.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 8.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 8.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 8.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
 - a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
 - b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
- 8.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 8.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being

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until the formal contract has been negotiated and executed between ACSA and the successful bidder.

- 8.1.9 ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 8.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 8.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 8.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.
- 8.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

8.2 Binding Arbitration Provision

- 8.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
 - Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
 - Concerning any aspect of the RFP process to anything done or decided there under: or
 - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 8.2.2 Such arbitration shall be by a single arbitrator who shall be –
 - Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
 - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to

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determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.

- 8.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 8.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 8.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 8.2.6 The arbitration shall be held in Johannesburg in the English language.
- 8.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 8.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

8.3 RFP Acceptance

- 8.3.1 ACSA reserves the right to reject: -
 - a. Incomplete bids;
 - b. Late bids;
 - c. Conditional bids; and
- 8.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 8.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 8.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 8.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 8.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 8.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee

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may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.

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SECTION 9: ACSA TERMS AND CONDITIONS OF RFP AND BIDDERS PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: ORTIA 7239/2023/RFP

1. Bidder's Name and Contract Details

Bidder:	
Physical Address:	
Correspondence to be addressed to:	
Fax Number:	
Phone numbers:	
Email Address:	
Contact Person:	

2. Proposal Certification

We hereby submit a Proposal in respect of the provision of professional project management services for the design and construction supervision of the 20" fuel feeder line at O.R. Tambo International Airport in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.

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- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after one hundred and twenty (120) calendar days calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2023
-------------------------	--	-------------	--	--------	--	------

Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	

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SECTION 10: 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 -

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Issue: 2

Issue Date: 30/09/2022



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 confidential nature of the disclosing party, in whatever form it may be;

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

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

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

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

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

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

but does not include information which -

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

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

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

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

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

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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);

1.1.12 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".

1.2 "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;

1.3 "disclosing party" – the party disclosing confidential information in terms of this agreement and being Airports Company;

1.4 "receiving party" – the party receiving confidential information in terms of this agreement;

1.5 "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.

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

3 USE OF CONFIDENTIAL INFORMATION

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

4 NON-DISCLOSURE

4.1 THE RECEIVING PARTY undertakes that –

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

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

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

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

4.1.5 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

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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 Lesego.Pitse@airports.co.za Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.2 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.

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7. DURATION

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

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

8. TITLE

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

8.1.1 to be proprietary to the disclosing party; and

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

9. RELATIONSHIP BETWEEN THE PARTIES

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

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

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

10. ENFORCEMENT, GOVERNING LAWS AND JURISDICTION

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

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

10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement

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by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.

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

11. **DOMICILIUM**

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

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

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

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

- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

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12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ **on** _____ **day of** _____ **202** _____

**AIRPORTS COMPANY SOUTH AFRICA SOC
LIMITED**

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

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AIRPORTS COMPANY
SOUTH AFRICA

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202____

[NAME OF SERVICE PROVIDER]

the signatory warranting that s/he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

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LIST OF RETURNABLE DOCUMENTS

PART T2

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Appendix A Certificate of Authority to Sign Tender

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.

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Appendix B. 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:
		Signature: Name:
		Signature: Name:

Signed Date

Name Position

Tenderer

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Appendix C. 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.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

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Appendix D. Proposed Amendments and Qualifications

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer's attention is drawn to Terms and conditions of RFP Section 10 regarding the Employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

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Appendix E: Schedule of the Tenderer's Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as it relates to the project management experience in a multi-disciplinary petrochemical industry will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to the schedule.

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

Employer, contact person, email address and telephone number	Description of work (service) in a multi-disciplinary petrochemical industry	Value of work inclusive of VAT (Rand)	Period (From – To)	Date completed

Tenderer must complete the above.

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

Note: When completing the above schedule, Tenderer's must take cognisance of the evaluation criteria as described on Section 3 clause 3.5

Signed Date

Name Position

Tenderer

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Appendix F: Reference letter from the Clients

Attach here

Reference letters required from the client bodies.

Please provide Name, Title, Office telephone number, Cell Number and E-Mail Address of each client reference letter.

Signed

Date

Name

Position

Tenderer

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Appendix G: CV and Experience of Key Personnel

The experience of the Key Personnel in relation to the scope of work will be evaluated from three different points of view:

- 1) The education, training and skills of the key personnel in the specific field
- 2) Professional registration in Built Environment profession (SACPCMP or ECSA)
- 3) General experience, total duration of professional activity and positions held relevant to the scope of work.

The CVs of the Key Personnel should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - place (s) of tertiary education and dates associated therewith
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Work experience

Name of previous and current employer(s), duration and positions held in enterprise(s)

Outline of recent projects / experience that has a bearing on the scope of work

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i) Project Manager's Qualifications

The scoring of the qualifications of Project Manager will be as follows:

	Poor (Score 0)	Good (Score 6)	Very Good Score 10)
General qualifications	Project Manager has Bachelors' Degree (BSc/BEng/BTech) in Built Environment.	Project Manager has Bachelors' Degree (BSc/BEng/BTech) in Built Environment and professional registration with SACPCMP / ECSA.	Project Manager has Masters' Degree (MSc/MEng) in Built Environment and professional registration with SACPCMP / ECSA.

Note: SAQA accreditations should be submitted for all Foreign qualifications indicating the NQF level

ii) Project Manager's Experience

The scoring of the experience of Project Manager will be as follows:

	Poor (Score 0)	Good (Score 6)	Very Good Score 10)
Experience and adequacy for the assignment	Project manager has less than 3 years' experience in a multi-disciplinary petrochemical industry.	Project manager has 3 to 5 years' experience in a multi-disciplinary petrochemical industry.	Project manager has more than 5 years' experience in a multi-disciplinary petrochemical industry.

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 3 clause 3.5

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

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Signed

Date

Name

Position

Tenderer

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Appendix H: Approach Paper or Method Statement

1. The method statement must refer to the scope of work (Part C3) and indicate that detailed consideration has been given to how this scope will be achieved.
2. As a minimum, the method statement must address the following items and the proposed approach for each item.
 - Scope of work and cost control
 - Project programme
 - Health & Safety and Environmental Considerations
 - Risks to the project and
 - Procurement
3. The method statement shall be no shorter than 2 A4 pages and no longer than 4 A4 pages and should reflect the tenderer's understanding of the objectives of the project (i.e. risks working in a live airport, procurement and constructability of the works including health and safety considerations of the works) as well as the technical approach of the tenderer to identify and mitigate these potential risks.
4. The method statement must make reference to the project programme and highlight potential delays in the programme due to the risks involved.

Scoring of the Method Statement:

(Minimum Score 15 Points)	Method Statement
Score - 0 Points	The method statement is generic, is not specific to this project and only addresses one of the five minimum items listed above.
Score - 15 Points	The tenderer has submitted a method statement that covers at least three of the five main points (scope of work and cost control, programme, HSE, risk and procurement) described above and is in line with the scope of work and is in sufficient detail to indicate an understanding of the project.
Score – 25 Points	The method statement is detailed and is in-line with the scope of work, ensures that operations will not be disrupted and covers all five of the minimum items (scope of work and cost control, programme, HSE, risk and procurement).

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 3 clause 3.5

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

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Signed

Date

Name

Position

Tender

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Appendix I. Work Plan and Program

Insert a **work plan** not exceeding five (5) single sided, A4-sized pages, showing the proposed activities and project milestones with dependencies, constraints, resources, risk allowances and time frames for a typical project as follows:

The work plan must respond to the project approach and outline the proposed sequence of activities. The work plan shows the proposed activities and project milestones complete with dependencies, constraints, resources, risk allowances and time frames.

The work plan includes measurable deliverables and the proposed cash flow.

The tenderer attaches his / her work plan to this page.

The scoring of the work plan will be as follows:

(Minimum Score 13 Points)	Work plan
Score - 0 Points	The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing.
Score - 13 Points	All key activities are included in the activity schedule but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.
Score – 25 Points	The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan.

Add Gantt Chart.

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 3 clause 3.5

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

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Signed _____

Date _____

Name _____

Position _____

Tenderer _____

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Appendix J. Certified Proof of Qualifications

Attach here (If foreign qualification must be SAQA accredited)

Signed Date _____

Name Position _____

Tenderer _____

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Issue: 2

Issue Date: 30/09/2022

Appendix K: Proof of Professional Registration

Attach proof of professional registration with SACPCMP or ECSA

Signed

Date

Name

Position

Tenderer

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Issue: 2

Issue Date: 30/09/2022


APPENDIX L: Transformation Framework and Specification forms

Airports Company South Africa aims to contract predominantly with Empowering Suppliers per the definition in P010 004P (ACSA internal transformation policy) where this relates to:

- an increase in local production,
- raw material beneficiation
- retention and employment of black people
- the transfer of skills to black owned EME's and QSE's.

1. Contract Participation Goals (CPG)

CPG refers to the extent to which the contracted resources achieve predetermined transformation objectives, expressed as a percentage (%) of the contract value. Bidders are expected to achieve this target by the end of the project.

2. Bidders are to submit to submit a transformation proposal meeting the CPG target for all contracts over R1m including VAT.
3. CPG for this contract will be at 50% which will consist of the following B-BBEE elements:
 - 3.1. Equity (Target 50%): 40% weighting.
 - 3.2. Management (Target 50%): 40% weighting
 - 3.3. Skills development: 5% weighting
 - 3.4. Enterprise and supplier development: 10% weighting
 - 3.5. Socio economic development: 5% weighting

Refer to C3.7.3.3 (6) which provides for a calculation table used to calculate the CPG score in Three (3) above.

4. To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer must subcontract more than 30% of the contract value to sub-consultant that are women owned, youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities.
5. In the event that the Contractor/Consultant fails to substantiate that any failure to achieve the contract participation goal relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Consultant's control which may be acceptable to the Employer, the Contractor/Consultant shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = (0,15 \times (D - Do) \times CA)/100$$

- where D is the tendered contract participation goal percentage;

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- Do is the contract participation goal which the Employer's representative, certifies based on the credits passed, as being achieved upon completion of the contract;
- CA is the contract amount.
- P is the monetary value of penalty payable

No financial award is due for over performance on CPG.

In addition to acknowledging the below, Tenderers must submit a proposal indicating how the targets stated in three (3) and four (4) above will be achieved.

6. Acceptance:

I/We _____ acknowledge that I/we have read and understood the contents of this section and we will further achieve the Contract Participation Targets stated above per clause three 3 of this section by the end of this project.

Signed: Date:

Name: Position:

Tenderer:

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Tenderers are requested to provide a schedule of proposed key sub-consultants intended to be used on the project. The schedule should be structured under the following headings:

No	Sub-Consultant	Trade to be Sub-consulted	% of Works or Services to be Sub consulted	Amount of Work or Service to be Sub consultant ed	BBBEE Level	Designated Group and Ownership %	Contact Person and Contact Details
e.g.	ABC Contractors	Building Works	30%	R280,000	Level 1	Black – 100% Women – 80% Youth – 5% Disable – 5%	Mr. Bidder 031 123 4567 Bidder@abctractors.co.za
1.							
2.							
3.							

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Appendix M: Proposed Subcontractor

We notify you that it is our intention to employ the following Sub-consultant(s) for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultant 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.

Attach the following:

- **BBBEE certificate of proposed subconsultant(s)**
- **SARS Tax Certificate Pin or certified certificate**
- **Certificate of Incorporation**
- **Signed sub-contractor agreement between the main bidder and the sub-contractor indicating the % of the works for sub-contracting**

	Name and address of proposed Sub-consultant	Nature and extent of work	Previous experience with Sub- consultant

Signed Date

Name Position

Tenderer

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Appendix N: Letter of Good Standing with the Workers Compensation Commissioner

Attach letter of good standing with Workmen's Compensation in accordance with the *Compensation for Occupational Injuries and Diseases Act, 1993* – COIDA.

Signed Date

Name Position

Tenderer

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Issue: 2

Issue Date: 30/09/2022

Appendix O: SARS Tax Pin Certificate

All bid submissions must have a valid original or certified tax Pin as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax pin certificate in their personal capacities.

Signed Date

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Appendix P: Certificate of Incorporation

Attach the certificate of incorporation of the bidding entity showing ownership split and names and identity numbers of Directors / Trustees /Members / Shareholders and Senior Management.

Please attach the following:

Identity documents of the Directors / Trustees /Members / Shareholders and Senior Management
 Certificate of Incorporation
 Share Certificates
 Latest share issue register

Signed Date

Name Position

Tenderer

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Appendix Q: Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD)

Attach here

Signed Date

Name Position

Tenderer

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Appendix R: SBD 4 FORM
BIDDER'S DISCLOSURE
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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

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.

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- 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

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Appendix S: SBD 6.1 FORM
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

b) 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

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claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
--------------	-----------	--------------

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	20	

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51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must be achieved)	15	
51% owned by Black male or Black women or Black youth or People living with disabilities	10	
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	
Other	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

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- (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:

.....

.....

Tel +27 11 723 1400 Fax +27 11 453 9354
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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
**PROJECT NAME AND NUMBER: DESIGN AND CONSTRUCTION SUPERVISION
OF 20" JET FUEL FEEDER LINE NO. 4526**
TITLE OF PROJECT: 20" JET FUEL FEEDER LINE REPLACEMENT
NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)
Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Applicable at OR Tambo International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number: _____)

for the provision of professional project management services for the design and construction supervision of 20" jet fuel feeder line at O.R. Tambo International Airport for a period of three (3) years.

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Works	[•]
Part C4 Site Information	[•]

Part C1: Agreements and Contract Data

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Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Advocate S Nogxina (Chairperson), M Mpofu (Chief Executive Officer), N Zikala-Mvelase, N Nokwe-Macambo, Y Pillay, K Esterhuizen, GA Victor, D Hlatshwayo, Dr KH Badimo, F Sefara (Company Secretary)

Issue: 2

Issue Date: 30/09/2022



C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **the provision of professional project management services for the design and construction supervision of 20" jet fuel feeder line at O.R. Tambo International Airport for a period of three (3) years.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....
Rands;

(in figures) R.....

% of the estimated construction value of R101 645 050.00 (including VAT which is equal to.....

The fee is based on a percentage of the construction value based on agreed scope of work for which you are providing a professional service and will be fixed. The fee percentage is% and will be adjusted to align with construction value.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

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.....
.....
.....
Capacity

**For the
Bidder:**

*(Insert name and address of
organisation)*

Name &
signature of
witness

.....
.....
.....
Date

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ACCEPTANCE

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Consultant**) within five (5) working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

.....

Capacity

.....

**for the
Employer**

.....

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Issue: 2

Issue Date: 30/09/2022



*(Insert name and address of
organisation)*

Name &
signature of
witness

Date

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Issue: 2

Issue Date: 30/09/2022


Schedule of Deviations

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

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

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

For the Employer
For the Bidder

Signature (s)

.....

Name (s)

.....

Capacity

.....

Name and Address **Airports Company South Africa
SOC Limited**

OR Tambo International Airport

Private Bag X1, Kempton Park, 1627

Tel +27 11 723 1400 Fax +27 11 453 9354

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Issue: 2

Issue Date: 30/09/2022


 Name &
 Signature of
 witness

*(Insert name and address of
 organisation)*
(Insert name and address of organisation)

Date

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Issue: 2

Issue Date: 30/09/2022



Part C1: Agreements and Contract Data

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

The Conditions of contract are selected from the NEC3 Professional Services Contract, April 2013.

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	A: Priced contract with activity schedule
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X7: Delay damages X10: Employer's Agent X11: Termination by the Employer X13: Performance bond X18: Limitation of liability
		Z: Additional conditions of contract
		of the NEC3 Engineering and Construction Contract, April 2013

The *project stages* are:

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Project stage		Key deliverable at end of stage as described in the Scope and accepted by the Employer
No	Description	
1	Planning, Studies, Investigations and Assessments	<ul style="list-style-type: none"> i) Facilitate collation of information; reports on technical and financial feasibility and related implications; list of consents and approval; schedule of required surveys, tests, analyses, site and other investigations; time frames for upcoming deliverables
2	Stage 1: Inception Services	<ul style="list-style-type: none"> i) Establish, in conjunction with the client and other consultants agreed services and scope of work. ii) Facilitate an integrated schedule of required consents and approvals. iii) Prepare, co-ordinate and monitor a project initiation programme. iv) Facilitate client approval of all Stage 1 documentation.
3	Stage 2: Concept and Viability (Preliminary Design) Services	<ul style="list-style-type: none"> i) Communicate the project brief to the other consultants. ii) Monitor the development of the concept and viability (preliminary design). iii) Manage and integrate the concept and viability documentation. iv) Agree format and procedures for cost control and reporting by the other consultants. v) Facilitate approval of the concept and viability by the client.
4	Stage 3: Detail Development Services	<ul style="list-style-type: none"> i) Prepare, co-ordinate, agree and monitor a detailed design and documentation programme. ii) Facilitate design reviews for compliance and cost control. iii) Facilitate timeous technical co-ordination. iv) Facilitate input required by health and safety consultant. v) Facilitate client approval of all Stage 3 documentation.
5	Stage 4: Documentation and Procurement Services	<ul style="list-style-type: none"> i) Prepare and agree the procurement programme. ii) Co-ordinate and monitor preparation of procurement documentation by the other consultants in accordance with the project procurement programme. iii) Manage procurement process and recommend contractors for approval by the client. iv) Agree the format and procedures for

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		monitoring and control by the quantity surveyor of the cost of the works. v) Co-ordinate and assemble the contract documentation for signature.
6	Stage 5: Contract Administration and Inspection Services	i) Arrange site handover to the contractor. ii) Establish construction documentation issue process. iii) Agree and monitor issue and distribution of construction documentation. iv) Conduct and record regular site meetings. v) Monitor, review and approve the preparation of the construction programme by the contractor. vi) Regularly monitor performance of the contractor against the construction programme. vii) Establish procedures for monitoring scope and cost variations. viii) Monitor, review, approve and issue certificates. ix) Receive, review and adjudicate any contractual claims. x) Coordinate, monitor and issue practical completion and defects list and the certificate of practical completion. xi) Over-see and verify that the works comply with requirements of contract xii) Ensure that the designs are correctly interpreted. xiii) Ensure that appropriate construction techniques are being utilized.
7	Stage 6: Close-out Services	i) Co-ordinate and monitor rectification of defects. ii) Manage preparation of as-built drawings and documentation. iii) Manage procurement of outstanding statutory certificates. iv) Monitor, review and issue payment certificates. v) Manage agreement of final account(s) vi) Prepare and present the project close-out report.

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10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, O.R. Tambo International Airport
	Address	Airports Company South Africa SOC Limited O.R. Tambo International Airport Private Bag X1, Kempton Park 1627
	Telephone	+27 11 921 6911
	Fax	+27 11 390 1012
11.2(9)	The services are	the provision of professional project management services for the design and construction supervision of 20" jet fuel feeder line at O.R. Tambo International Airport
11.2(10)		the following matters will be included in the Risk Register <ul style="list-style-type: none"> • Availability of as-built information • Access to site • Site constraints and constructability • Statutory requirements and approvals
11.2(11)	The Scope is in	the document called Part C3: Scope of Work
12.2	The law of the contract is	the law of the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period of reply is	Seven (7) days
13.6	The period of retention is	5 years following Completion or earlier termination of a contract

2 The Parties' main responsibilities

20.1 The *Employer* provides access to the following persons, places and things

	Access to	Access date
1	Any Information	Upon contract award
2		
3		

3 Time

30.1 The *starting date* is Upon signing of contract

30.2 The *completion date* is 3 years upon signing of contract

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31.1 The *Consultant* submits a first (preliminary) programme with the tender by the tender closing date

32.2 The *Consultant* submits revised programmes at intervals no longer than Four (4) weeks

4 Quality

40.2 The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.

41.2 The *defects date* is 52 weeks after Completion of the whole of the services

43.2 The *defects correction period* is Two (2) weeks

5 Payment

50.1 The *assessment interval* is Every four (4) weeks, on the 25th day of each successive month

51.1 The period within which payment is made is Four to six (4-6) weeks after the receipt of the tax invoice

51.2 The *currency of this contract* is the South African Rand

51.4 The *interest rate* is The prime lending rate of the Nedbank Bank as determined from time to time

6 Compensation events No data required for this section of the *conditions of contract*.

7 Rights to material No data required for this section of the conditions of contract

8 Indemnity, insurance, and liability

81.1 The *Consultant* provides the insurance stated in The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the *Consultant* risk from the starting date until the Defects Certificate or a termination certificate has been issued.

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract for any one event is:

As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993

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9	Termination	Refer to Secondary Clause X11
10	Data for Main Option Clauses	
A	Priced contract with activity schedule	Activity schedule is included Part C2 section of this contract
11	Data for Dispute Resolution Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
X7.1	Delay damages of the whole of the services are	Amount per week is 1% up to a maximum of 10% total value of the Professional fees
X10	The <i>Employer's Agent</i>	

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X10.1	The <i>Employer's Agent</i> is	Name: Jacob Ramathe
		Address: O.R. Tambo International Airport Private Bag X1 Kempton Park 1627
The authority of the <i>Employer's Agent</i> is to act on behalf of the <i>Employer</i> with the authority set out in the Contract Data		

X11 Termination by *Employer*

X11.1	The Employer may	Terminate the <i>Consultant's</i> obligation to Provide the services for a reason not stated in this contract by notifying the <i>Consultant</i>
-------	------------------	--

X13 Performance Bond

X16.1	The <i>performance bond percentage</i> is	10% of the total of the Prices.
-------	---	---------------------------------

X18 Limitation of Liability

X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Consultant's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Consultant's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices

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X18.4	The <i>Consultant</i> 's total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The <i>Consultant</i> 's total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the <i>Consultant</i> as stated in this contract for <ul style="list-style-type: none"> - Loss of or damage to the <i>Employer</i>'s property, - Delay damages, - Defects liability, - Insurance liability to the extent of the <i>Consultant</i>'s risks - loss of or damage to property (other than the works, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
-------	---	--

X18.5	The <i>end of liability</i> date is	52 weeks after Completion of the whole of the services
-------	-------------------------------------	--

Z ADDITIONAL CONDITIONS OF CONTRACT

Z1 Estimation of fees

It is specifically recorded that the fees charged by the consultant for services rendered in connection with and/or under this Contract shall be in terms of:

Z2 Tax invoices

The *Consultant*'s invoice.

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the Consultant to the Employer include

- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the Employer for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace with:

Each payment is made by the Employer within four (4) weeks of receiving the Consultant's invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

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Z3 Communications and Notices

Z3.1 Add to the end of the first sentence in core Clause 13.1:

All notices, notifications, requests, demands or other communications shall be deemed to have reached the other Party –

- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5th (fifth) calendar day following the date of such posting;

if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

Z4 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z4.1 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z5 Interpretation of the law

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

Z6 Providing the Works: Delete core clause 20.1 and replace with the following:

The *Consultant* will supervise the works in accordance with the Works Information and warrants that the results of the Works done in accordance with the drawings and specifications, when complete, shall be fit for their intended purpose.

Z7 Extending the defects date: add the following as a new core clause 46:

Z7.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

Z7.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

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Z7.3 The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

Z8 Termination

Z8.1 **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Z9 Cession, delegation and assignment

Z9.1 The *Consultant* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld.

Z9.2 The *Employer* may, on written notice to the *Consultant*, cede and delegate its rights and obligations under this contract to any person or entity.

Z10 Ethics

Z10.1 The *Consultant* undertakes:

Z10.1.1 not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2 The *Consultant's* breach of this clause constitutes grounds for terminating the *Consultant's* obligation to Provide the Works or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the *Consultant* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. The amount due on termination is A1.

Z11. Confidentiality

Z11.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Consultant* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.

Z11.2 If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.

Z11.3 This undertaking shall not apply to –

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Z11.3.1 Information disclosed to the employees of the *Consultant* for the purposes of the implementation of this agreement. The *Consultant* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the *Consultant* is required by law to disclose, provided that the *Consultant* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Consultant* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time).

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z11.5 The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.

Z12. *Employer's Step-in rights*

Z12.1 If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

Z12.2 The *Consultant* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Consultant* under the contract or otherwise for and/or in connection with the works) and generally does all things required by the *Project Manager* to achieve this end.

Z13. *Intellectual Property*

Z13.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z13.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

Z13.3 The *Consultant* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

Z13.4 The *Consultant* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:

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Z13.4.1 the *Consultant's* design, manufacture, construction or execution of the Works;

Z13.4.2 the use of the *Consultant's* Equipment, or

Z13.4.3 the proper use of the Works.

Z13.5 The *Employer* shall, at the request and cost of the *Consultant*, assist in contesting the claim and the *Consultant* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z14 Dispute resolution: The following amendments are made to Option W1:

Z14.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".**

Z14.2 **The following clauses are added at the end of clause W1.3:**

Z14.2.1 "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

Z14.2.2 "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration."

Z15 The *Consultant* shall be expected to annually present a compliant BEE Certificate. Failure to adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract

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Issue: 2

Issue Date: 30/09/2022

Part C1: Agreements and Contract Data

Part C1.2b Contract Data

Part two – Data provided by the *Consultant*

The Conditions of contract are selected from the NEC3 Professional Services Contract, April 2013.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name):	
	Address:	
	Tel No.:	
	Fax No.:	
	Email:	
22.1	The <i>Consultant's key person</i> are:	
	1. Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2. Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
11.2(3)	The <i>completion date</i> for the whole of the services is as required by the Employer	

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11.2(10) The following matters (if any) will be included in the Risk Register

- Availability of As-Built Information
- Access to Site
- Progress vs Programme
- Cash Flow Management

11.2(13) The *staff rates* are as stated in the Pricing Data

25.2 The *Employer* provides access to the following persons, places and things

	access to	access date
1	All As-built Information & existing services	Upon award of the project(s)
2	Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)

A Priced contract with activity schedule

11.2(14) The *activity schedule* is in the Pricing Data

11.2(18) The tendered total of the Prices is in the Form of Offer and Acceptance

The *percentage points for each stage* are as follows:

Project stage	Percentage points for each stage
Description	%
Stage 1: Inception Services	10%
Stage 2: Concept and Viability (Preliminary Design) Services	15%
Stage 3: Detail Development Services	25%
Stage 4: Documentation and Procurement Services	10%
Stage 5: Contract Administration and Inspection Services	35%
Stage 6: Close-out Services	5%

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PART C1: AGREEMENTS AND CONTRACT DATA
C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993) & CONSTRUCTION REGULATION 5.1(k)
OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:

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

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

The parties to this Agreement are:

Name of Organisation:
AIRPORTS COMPANY SOUTH AFRICA
O.R. TAMBO INTERNATIONAL AIRPORT
Physical Address:
Airport Company South Africa
O.R. Tambo International Airport
Private Bag X1, Kempton Park
1627

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

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MANDATORY'S MAIN SCOPE OF WORK
GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

FURTHER UNDERTAKING

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

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2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

Ia duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

Mandatary – WCA/ Federated Employers Mutual No.....

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT

AIRPORT COMPANY SOUTH AFRICA

DATE

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Issue: 2

Issue Date: 30/09/2022

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

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

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

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SECTION B: INSURANCE CLAUSES

1. Insurance requirements for construction projects with a value below R150 million (Excluding VAT) at award and a construction period not exceeding 36 months on the LANDSIDE

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150 million, and with a duration that exceeds 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance.

1.1 Contract Works

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim.
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim.
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

1.2 Contract Works SASRIA

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R25 000, each and every claim.

1.3 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R75 000 for each and every claim.
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim.
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

1.4 Professional Indemnity

- All consultants must secure Professional Indemnity cover for a limit of not less than **R5 million** for contracts **under R50 million** at award.
- All consultants must secure Professional Indemnity cover for a limit not less than **R10 million** for contracts **over R50 million** at award.
- The above is also applicable to contractors who have a material design element, excluding typical P & G related work, as part of their scope.
- Proof of cover in the form of a certificate of insurance must be submitted to ACSA before a contract is signed between ACSA and the service provider.

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2. Insurance requirements for construction projects with a value below R150 million (Excluding VAT) at award and construction period not exceeding 36 months on the AIRSIDE.

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150million, and with duration that **exceeds 36 months** should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance.

2.1 Contract Works

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim;
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

2.2 Contract Works SASRIA

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R25 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

2.3 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R75 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

2.4 Aviation Liability

- The contractor must secure Aviation Liability insurance cover for 3rd party property damage and injury, for a minimum limit of USD250 000 (Two hundred and fifty US Dollars) for each and every claim.
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor.

2.5 Professional Indemnity

- All consultants must secure Professional Indemnity cover for a limit of not less than **R5 million** for contracts **under R50 million** at award
- All consultants must secure Professional Indemnity cover for a limit not less than **R10 million** for contracts **over R50 million** at award

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- The above is also applicable to contractors who have a material design element, excluding typical P & G related work, as part of their scope
- Proof of cover in the form of a certificate of insurance must be submitted to ACSA before a contract is signed between ACSA and the service provider.

3. **Insurance requirements for construction projects with a value above R150 million (Excluding VAT), and/or projects with a construction period that exceed 36 months on the LANDSIDE and AIRSIDE.**

- Projects with a value of more than R150 million, and projects with a construction period that exceeds 36 months are not automatically covered under the annual construction policies. A separate quote and deductibles are provided by insurers per project. Details of these projects should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za).

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Part C2: PRICING DATA

C2.1 Pricing Instructions

Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. The fee for services rendered will be the standard fees and stages as per the ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Government Gazette No. 44333, 26 March 2021.
3. The Price Schedule covers the items that will be re-measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.
4. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
5. Costs for all methods of communication are included in the fee and/or rates.
6. Special printing requirements are included in the fee and/or rates.
7. Provision of standard computer hardware and software are included in the fee and/or rates.
8. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others in Gauteng per month for the duration of the contract)
9. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
10. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
11. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
12. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
13. The percentage fees will be disbursed in stages upon completion of all activities within the stage.

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C2.2 Price Schedule

1. Cost of Works

The estimated cost of works excluding VAT and contingencies is:

Estimated Cost of the Works	R88 387 000.00
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2. Remuneration for Professional Services

Remuneration for professional services will be based on **Priced Contract with Activity Schedule** as outlined in the document below.

The pricing structure for the professional services fees are as per below activity schedule.

ITEM	DESCRIPTION	PRICE
1	Planning, Studies, Investigations and Assessments	
1.1	Facilitate collation of information; reports on technical and financial feasibility and related implications; list of consents and approval; schedule of required surveys, tests, analyses, site and other investigations; time frames for upcoming deliverables	R
2	Normal Services	
2.1	Stage 1: Inception	R
2.2	Stage 2: Concept Viability (Preliminary Design)	R
2.3	Stage 3: Detail Design	R
2.4	Stage 4: Documentation and Procurement	R
2.5	Stage 5: Contract Administration and Inspection	R
2.6	Stage 6: Close-out	R
3	Miscellaneous	
3.1	Disbursements	R500 000.00
4	Subtotal 1	R
5	Contingencies 10% (percentage of subtotal 2)	R
6	Subtotal 2	R
7	Value-Added Tax 15% (VAT)	R
8	TOTAL (export to form of offer C1.1)	R

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3. Time Charge Fees

10	Time Charge	Rates	Amount
10.1	Project manager exceeding 3 and not 5 years' experience @ (Rate / hour)	R	RATES ONLY
10.2	Project manager exceeding 5 years' experience @ (Rate / hour)	R	RATES ONLY

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Part C3: SCOPE OF WORK

C3.1 Employer's Scope of Services

1. Introduction

Airports Company South Africa has identified a need to replace the existing 20 inch Jet A1 fuel feeder line at O.R. Tambo International Airport. This line is used for the re-fuelling of aircrafts at the airport and runs underground from the fuel storage depot facility to the aprons where the aircrafts are re-fuelled.

2. Background

The supply of jet fuel to the aprons is enabled by six 132kW centrifugal pumps installed at the fuel storage depot. The pumps are connected to a common suction manifold and common delivery manifold and controlled by the variable speed drives. Each pump has delivery capacity of approximately 5 000l/min.

The delivery manifold splits into two lines feeding the aprons, an 18 and 20 inch diameter feeder lines. The split in the lines is just before the two lines penetrate the ground.

The existing 20 inch line is approximately 1.8km long and runs underground from the fuel storage depot to valve chamber VCM1. The line crosses the super-south service road at the average depth of cover of 1.7m. It further crosses the bravo service road at average depth of cover 1.8m. The crossing at bravo taxiway is at the average depth of cover of 1.5m. Whilst the crossing at india taxiway is at 1.7m and lima crossing is at 1m average depth of cover. The overall average depth of cover for the entire line is 1.55m.

The initial design pressure of the existing pipeline is 1950kPa at 300 degrees Celsius and maximum operating pressure varies from 620 - 1000kPa excluding surge scenarios. The existing pipeline nominal thickness is 6.35mm, Schedule 10, Grade API 5L Grade A and designed to ASME B31.3 & 4 Code.

3. Objectives

The objective is to replace the existing 20 inch line and restore jet fuel supply through the line in accordance with the airport operational requirements, end-users requirements and other stakeholders requirements.

4. Scope of Work

The scope of work involves the design and construction of the new 20 inch jet fuel feeder line. The scope can also be classified under the following sub-headings;

4.1 Project Management Activities

The project management activities shall include, but not limited to the following;

- Develop and submit the project execution plan to the employer.
- Manage the project deliverables and ensure critical milestones are met from project inception to close-out.
- Manage the project scope and minimise scope creep.
- Manage project risks and maintain updated risk register.
- Manage project schedule and budget and ensure project is delivered on time and within allocated budget.

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- Liaise with relevant stakeholders to ensure minimal disruptions to airport operations during project execution.
- Develop a quality plan and ensure project quality requirements are met.
- Prepare and submit relevant project status reports for review by the employer and others.
- Maintain and keep track of all project documentation, drawings, reports and any other permit obtained during the execution.

4.2 Process Engineering Activities

The process engineering activities shall include, but not limited to the following;

- Develop the process flow diagram and piping and instrumentation diagram for the line and associated equipment.
- Conduct hazard and operability studies and reviews and advise the contractor and employer.
- Approve and sign-off the as-built drawings.

4.3 Mechanical Engineering Activities

The mechanical engineering activities shall include, but not limited to the following;

- Develop the mechanical engineering designs, technical specifications and drawings for the line and associated equipment.
- Generate the piping isometric drawings and perform stress analysis on the piping system.
- Provide all line sizes in the detail design drawings and isometric drawings.
- Submit detail design and pipe stress analysis reports.
- Specify details of the non-destructive testing to be done on the line.
- Specify and ensure adequate piping supports.
- Supervise the fabrication and construction of mechanical works.
- Approve and sign-off the as-built drawings.

4.4 Civil & Structural Engineering Activities

The civil & structural engineering activities shall include, but not limited to the following;

- Develop the civil & structural engineering designs, technical specifications and drawings for the line and associated equipment.
- Ensure that geotechnical studies, underground utility services surveys and traffic studies are carried out.
- Develop the structural design of all piping and equipment supports.
- Supervise the civil & structural works on site.
- Approve and sign-off the as-built drawings.

4.5 Electrical & Instrumentation Activities

The electrical & instrumentation engineering activities shall include, but not limited to the following;

- Develop the electrical & instrumentation engineering designs, technical specifications and drawings for the line and associated equipment.
- Provide designs and technical specifications for the basic process and safety process control systems.

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Issue: 2

Issue Date: 30/09/2022



- Upgrade the SCADA system where necessary.
- Supervise the installation of all electrical & instrumentation equipment.
- Approve and sign-off the as-built electrical and instrumentation schematic drawings.

4.6 Other Specialist Services

- Approved Inspection Authority shall be appointed for the approval of designs, inspections and approval of all welding and workmanship on the pipeline.
- Corrosion prevention specialist shall be responsible for the review and approval of the corrosion prevention requirements on the pipeline.
- Geotechnical studies and surveys shall be conducted on site to identify all existing underground services.
- Environmental specialist shall be responsible for the environmental impact assessment studies and submit report for approval in accordance with the relevant environmental legislation.
- Occupational health and safety consultant shall ensure compliance with all the provisions of the OHS Act and construction regulations.

4.7 Design Development

- The consultant(s) shall develop all necessary designs and drawings required to complete the project.
- The designs and drawings shall comply with the applicable legislation and local and international codes and standards such as OHS Act, NEMA, SANS, NFPA, API, ASME, IEC, EI, JIG etc.
- The consultant(s) shall ensure timeous submission of the designs and drawings to the relevant Authorities for approvals and permission to proceed, including any negotiations in this regard.

4.8 Other Requirements

- The airport is a live operational environment and disruptions to operations must be kept at minimum.
- Continuous operation of the airport requires a staged approach to be followed when performing construction work.
- Waiting periods between construction activities must be minimised to limit delays and cost overruns, due to time related costs.
- Proper planning will be required to keep cost down and to ensure minimal disruptions to airport operations.
- Performing certain construction activities may be difficult to perform during the day and may have to be carried-out afterhours or over the weekends.
- Proper isolation and safe-working procedures of the airports must be implemented.

5. Deliverables

The following are the major deliverables of the project:

- Design development of the replacement line in accordance with ACSA, statutory, local and international standards and codes requirements.
- Procurement and delivery of all material, equipment and plant required to complete the project.
- Fabrication, manufacture, installation and construction of the new 20 inch fuel feeder line.
- Testing, commissioning and rectification of all deviations and non-conformances as listed on a punch list.
- Project and equipment handover to the employer.
- Training and issuing of the operations and maintenance manual to operations and maintenance staff.

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C3.2 Detailed Scope of Services

The Consultant prepares the Detailed Scope of Services prior to commencing stages 2 to 6 based on the Approach Paper, Work Plan and deliverables of Stage 1 incorporating the following items as a minimum.

1. Scope

- 1.1 The Scope of Services are the services listed as normal services set out in clause 3.2 of the ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Government Gazette No. 44333, 26 March 2021.
- 1.2 The services shall incorporate the following:
 - Stages 1 to 7 of the *Framework for Infrastructure Delivery and Procurement Management* infrastructure delivery processes and gateway reviews.
 - Implementation of the Approach Paper and Work Plan.
 - Compliance with C3.3.1 to C3.3.4.
 - Liaison with all stakeholders at ACSA in respect of the effects of the project on operations.
- 1.3 The details of your duties for the above items of work shall include but not be limited to the following:
 - 1.3.1 Timeous submission of all necessary plans and drawings to the relevant Authorities and expediting the necessary approvals and permission to proceed, including any negotiations in this regard.
 - 1.3.2 The ensuring that the designs comply with Annexure C and good engineering and construction practices.
 - 1.3.3 Ensuring that the Contractors' and Subcontractors' technical proposals and drawings conform to the design and specification requirements.
 - 1.3.4 Providing all necessary contract administration to monitor the various Contractors / Subcontractors diligently and timeously in the execution of the contract works and take the necessary action in the event of problems being experienced.

Contract administration shall include the following: -

 - 1.3.4.1 Immediate clarification of any queries on working drawings.
 - 1.3.4.2 Provision of details to supplement drawings produced in your office.
 - 1.3.4.3 Progressive quality checks as and when work is executed.
 - 1.3.4.4 Liaison with representatives of Others to ensure co-ordination of all services and generally ensuring that the contract is not delayed due to lack of design information.
 - 1.3.4.5 Witnessing, supervising and approving testing carried out at the fabricator's facilities and on site, as appropriate.
 - 1.3.4.6 Drawing up of comprehensive defects lists prior to and after beneficial occupation by the Employer and expediting completion of such defects lists.
 - 1.3.4.7 Attending or holding regular meetings with the Contracts / Sub-contractors in connection with your scope of work in order to ensure that the work is procured, manufactured and constructed in accordance with design and programme requirements.
 - 1.3.4.8 Prepare monthly valuations. Compilation and settlement of final accounts and claims.
 - 1.3.4.9 Attending monthly review meetings with the Employer.

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- 1.3.4.10 Provision of regular updated cost information reports.
- 1.3.5 Liaising with Others on design, time control and budgetary aspects of the project and reporting on progress and selection of the various materials and components on the project.
- 1.3.6 Visiting the works of relevant Contractors and Suppliers to ensure satisfactory quality control and correct utilization of materials in the fabrication process.
- 1.3.7 Reviewing the Contractor's programme in terms of information required from the subcontractors under his control.

C3.3.1 General Matters & Requirements
1. Providing the Services

The Consultant ensures that the Services are fit for the purposes intended and are engineered, procured and managed in accordance with this contract and Good Engineering and safety practices.

The Consultant exercises due skill, care and diligence in providing the Services. The standard of skill, care and diligence required is that of a Consultant seeking in good faith to perform his contractual obligations and in so doing and in the general conduct of his undertakings observing and/or exercising the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced international Consultant in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of design, engineering, construction, performance, safety, workmanship, equipment, components or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions to the Services.

The Consultant uses a sufficient number of appropriately qualified professionals and other individuals who are suitably skilled, competent and experienced in their respective professions or occupations and provides all necessary supervision to plan, arrange, direct, manage and inspect the Services and generally for the satisfactory and safe execution of the Services. Without limitation, supervision is carried out by a sufficient number of appropriately qualified persons who are suitably skilled, competent and experienced in the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents).

The Consultant represents that he is and ensures that he is at all times fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services in terms of this contract.

Except to the extent otherwise expressly stated in this contract:

- 1.1 the Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
- 1.2 the Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Services and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and
- 1.3 the Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Services.

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2. Compliance with Laws

The Consultant keeps himself fully informed of and complies with all laws which apply to the Works and/or Services and/or to Providing the Works and/or Services (including laws which apply to persons employed to Provide the Services and/or Works). "Laws" includes all national and provincial legislation, statutes ordinances and other laws and regulations and by-laws, orders and decrees of government or other legally constituted public authority and the common law.

3. Compliance with Codes & Standards

The Services comply with the codes and standards stated in the Scope. To the extent not stated, the Services comply with internationally recognised codes and standards which are accepted by the Employer.

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.

4. Services of the Employer and Others

The Services are part of a project at O.R. Tambo International Airport. During design or the project works there are interfaces with Other's for which appropriate levels of planning and liaison will be required. These interfaces include design, construction and programme activities.

Whenever work being done by Others on the project is dependent on or adjacent or related to the Services, the interface and sequence of such works and the Services is such that the least interference reasonably possible will result to the Consultant and to Others and such sequence is determined by the Employer.

The Consultant is considered to have allowed for reasonably anticipated delays and interference to the Services for these interfaces. Cooperation is required between the Consultants and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.

At the earliest possible date, detailed programmes prepared for all other project works having interfaces with the Services are discussed by the Employer with the Consultant in order that the phasing, duration, use of working areas, attendance work etc. can be drawn into overall programmes for the project works.

Co-ordination meetings are held as required by the Consultant with such other Consultants and/or Contractors to monitor progress and co-ordinate the installation operations.

5. Consultant's Organisation

Unless included in this contract, the Consultant submits to the Employer, within four weeks of the starting date, a chart showing the organization for Providing the Services. The chart includes the identities of the key personnel to be employed. The Consultant also includes the curricula vitae of the key personnel.

The Consultant promptly informs the Employer in writing of any revision or alteration of such organization chart. The appointment or replacement of key personnel is subject to core clause 22.1 of this contract.

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6. Personnel

The Employer may, having stated his reasons, instruct the Consultant to remove any person engaged by the Consultant or any Subcontractor (whether or not an employee). The Consultant then arranges that, after one day, that person has no further connection with the work included in this contract.

The Consultant takes all necessary precautions to prevent any unlawful, riotous or disorderly conduct or behaviour by or among his and his Subcontractors employees, agents or invitees or any other person for whom the Consultant is responsible whether under this contract or in law.

The Consultant, in the execution of the Services, maximises the use of local persons,- Local persons are persons ordinarily resident within a 50 km radius of the Site.

7. Order of Services

In those parts of the Services where interference is likely to occur between items being provided under this Contract and items provided by the Employer or by Others, work shall not be commenced until the Employer has given his acceptance.

8. Methods of Working

The Consultant may execute the contract in accordance with his own standard work execution plans and procedures to the extent that they do not conflict with the provisions of this contract.

The Consultants methods of work are at all times such that the Employer can be reasonably satisfied that the results will be acceptable and achieved without undue risk.

Notwithstanding any omission from the Scope, the Services are performed and completed in a proper and workman like manner, by professionals skilled in their respective professions.

9. Method and Resources Statements

The Consultant, whenever required by the Employer, submits details of the resources, arrangements and methods which the Consultant proposes to adopt for providing the Services.

No significant alteration to these resources, arrangements and/or methods is made unless it is first accepted by the Employer.

10. Change Control

The Consultant does not change or substitute a design which is required by this contract or has previously been accepted by the Employer unless the Employer has accepted the change or substitution. The Employer is under no obligation to accept the change or substitution and no claim will be considered if the change or substitution is not accepted.

11. Notice Boards

The Consultant is permitted to display two notice boards advertising this contract on or near the Site or access points to the project area. The notices are of a form and in a position accepted by the Employer and include details of other parties involved (including the Employer) as well as the Contractor. No advertisement shall be displayed without the approval of the Employer.

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12. Invoicing and Payment

The Consultant submits claims to the Employer's Representative by the 21st of the month with supporting documentation (detailed time sheets that show the time spent on activities in the programme, detailed site diaries, inspection records, etc.) to substantiate the claim.

The Employer's Representative issues a payment certificate for the amount which he assesses by the 25th.

The Consultant thereafter submits the invoice with payment certificate attached to Invoices.Acsa@airports.co.za by the 30th of the month. Invoices received after the 30th will be processed for the following month, i.e. 45 — 60 day payment.

The Consultant ensures that the following are shown the claim and invoice:

- Employer's purchase order number;
- the contract number and title; and
- the total amount claimed excluding VAT, the VAT and the invoiced amount including VAT.

C3.3.2 Quality Control & Assurance

The Consultant has a well-organized quality control and assurance system based on ISO 9000 Series (or equivalent acceptable to the Employer) to assure that Services, including subcontracted Services, comply with the Scope.

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

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

C3.3.3 Drawings & Documents

1. Comments on Consultant's Drawings and Other Documents

The Consultant takes due account of any comments made by the Employer and/or Others on the Consultants drawings or other documents. Unless otherwise expressly provided for in this contract, however, none of the Employer and/or Others is bound to comment on the Consultants drawings or other documents.

None of the Employer and/or Others is bound to check the Consultants drawings or other documents for any errors, omissions, ambiguities or discrepancies or compliance with the requirements of this contract. The Employer's and/or Others acceptance, receipt of, or review of, or comment on the Consultants drawings or other documents or other matter does not relieve the Consultant from responsibility for the Consultants errors or omissions.

2. Drawing Requirements

All drawings bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly. All drawings, particularly layout drawings, submitted for acceptance are to a scale acceptable to the Employer. All drawings are made to scale and fully detailed and dimensioned. All dimensions marked on the drawings

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are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.

The drawings include tolerances for manufacture and installation. The tolerances are suitable and of sufficient accuracy to provide safe and trouble free construction and operation over the life of the component.

All copies of drawings submitted to the Employer are provided in the form of 4 prints on white paper with black lines. The drawing size is A3 unless the use of another size is unavoidable. All native electronic format documents are also provided.

All drawings are dimensioned in metric units unless the use of another unit is required and/or recommended, e.g. imperial sizes for flange holes, studs, etc. Where applicable, drawings show a graphic scale key plan and north arrow. Dates on drawings are reflected in the following format: dd/mmm/ccyy. Revisions are designated RO, RI, R2, R3, etc., commencing with the first issue. All revisions are clearly described in the revision column bearing the revision number.

All drawings additionally comply with the latest revision of the ACSA Cad Specification and Good Practice Guideline.

3. Document Tracking System

The Consultant establishes a document tracking system to record the dates for the supply and receipt of all drawings, calculations, correspondence and requests for information to/from the Employer and/or Others.

4. Submission Schedule

The Consultant submits to the Employer a schedule, within 4 weeks of the starting date and monthly thereafter, of all documents for acceptance. This schedule provides individual titles of drawings and calculations, and their proposed submittal dates, for requested in the Scope and as necessary for the review by the Employer means of compliance by the Consultant with all aspects of the requirements of this contract.

The scheduled date of first submittal, time allowed for acceptance and expected date of issue after acceptance is shown for each document.

5. Document Submissions

The Consultant submits his drawings, designs and calculations for acceptance prior to the start of procurement, as required by the Employer. All such material becomes the property of the Employer.

All correspondence and submissions are prominently identified as relating to the Services and are submitted under the cover of appropriate letters or transmittal notes in accordance with the correspondence procedures which will be advised by the Employer after the signing of the Contract. All documentation supplied by the Consultant to the Employer and/or Others in hard copy is also supplied in electronic format. Unless otherwise specified this is MicroStation or AutoCAD format for drawings and MS Office for all other documents.

The Employer has the right at all times to inspect the Consultant or Subcontractors drawings of any portion of the Services.

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The Consultant submits his drawings and other documents to the Employer and/or Others for acceptance in sufficient time to permit modifications to be made and for the document to be resubmitted for acceptance to the Employer without delaying the initial deliveries or the completion of the Services.

Drawings and samples that have been accepted are not departed from in any way whatsoever except as may be provided in the Contract.

If the Consultant requires early acceptance of any documents in order to avoid delay in the completion of the Services, he advises the Employer and/or Others to such effect when submitting the documents.

6. Time Required for Acceptance of Designs & Calculations by the Employer

Not later than one month after receipt, the Employer returns one copy of the document marked "Accepted" "Accepted as Noted" or "Not Accepted", as may be appropriate.

The notations "Accepted" and "Accepted as Noted" authorize the Consultant to proceed with the procurement of the part of the Services and/or Works covered by such documents subject to the corrections, if any, indicated thereon. Where documents, prints or drawings have been "Not Accepted" the Consultant makes the necessary revisions on the document and submits further copies for acceptance in the same procedure as for the original submission of drawings. Every revision is shown by number, date and subject in the revision block on the drawing.

7. Format for Retention

The Consultant retains original documents.

C3.3.4 Programme, Progress Reporting & Meetings

1. Programme

1.1 General Requirements

The programme is submitted in Microsoft Project. The level of detail required is sufficient to enable detailed resource planning, unless otherwise accepted or directed by the Employer.

The programme includes 100% of the work defined by the Contract and captures all deliverables - internal, external, and interim - in terms of the work to be completed, including project management and the work of Others.

The Consultant allows for public holidays and weekends (as non-working days) in his programme and allows 4 weeks of float for each 12 month period. The programme will take cognisance of the legal requirements relating to working hours. The Consultant allows 1 week buffers strategically to facilitate project contingency to mitigate delays in project completion and/or delays to Others and/or delays to the Consultant.

Activities are scaled in week units except for operational disruptions or similar detailed programmes for which activities are specified in days. Activities for which multiple shift working is intended are clearly defined.

Method and resources statements are submitted for critical items to demonstrate that the period allocated fits the overall programme and that the Consultants resources are consistent with the time allowed.

1.2 Other Information to be Shown on the Programme

The other information to be shown on the programme (in addition to the requirements of core clause 31, as applicable), is:

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- 1.2.1 Dates for issue and acceptance of drawings;
- 1.2.2 Dates for submission of all documents to internal and external stakeholders;

2. Reporting

2.1 Monthly Progress Reports

The Consultant submits monthly progress reports to the Employer. Each report covers a period of a calendar month save that the first report covers the period up to the end of the first calendar month following the starting date. Reports are submitted within one week of the end of every calendar month.

Each report includes:

- 2.1.1 an executive summary;
- 2.1.2 charts and detailed descriptions of the status of the Services in narrative format including each stage of design, drawings and other documents, procurement, manufacture; delivery to Site, construction, erection, commissioning and testing and are related to key dates identified in the Accepted Programme;
- 2.1.3 for the procurement, manufacture and/or fabrication of each main item of Plant & Equipment and/or Works, the name of the Contractor, Contractor's location, percentage progress and the actual or expected dates of commencement of manufacture, inspections, pre-delivery tests and delivery to Site;
- 2.1.4 4 week look-ahead schedule;
- 2.1.5 comparisons of actual and planned progress;
- 2.1.6 colour photographs in digital format showing progress of the Services in the course of manufacture and on the Site, with each set comprising at least 20 colour photographs, individually marked with the date taken, a description of the subject and the direction of view;
- 2.1.7 details of actual and planned resources;
- 2.1.8 updated cash flow showing actuals for the period being reported on and a revised forecast;
- 2.1.9 details of number of each class of the Consultants and each Contractor's and/or Subcontractor's personnel and of each type of the Equipment at the Site for the relevant period;
- 2.1.10 a report on quality including a schedule identifying all quality control and assurance documents, test results and certificates issued during the reporting period;
- 2.1.11 a list of proposed changes to the Scope and the status thereof;
- 2.1.12 a list of instructions from the Employer changing the Scope during the reporting period, detailing their reference numbers;
- 2.1.13 a list of instructions received by the Consultant (other than instructions from the Employer changing the Scope) during the reporting period listing the date of receipt and the nature of the instruction;
- 2.1.14 an updated risk register;
- 2.1.15 a list of all notified compensation events detailing their reference numbers, the date on which the underlying cause, circumstance or event arose and when it first came to attention of the Consultant, the compensation claimed by the Consultant and/or Contractor, the date on which notice and the details thereof were given to the Employer and the status thereof;
- 2.1.16 details and assessment of all areas of concern including details of all notified early warnings and details and assessment of other events and circumstances which may have an adverse cost impact and/or cause delays and details of the corrective or other measures being adopted, or to be adopted to mitigate or overcome such cost impact and/or delay;

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- 2.1.17 a current register of drawings and other documents submitted to the Employer or Contractor during the reporting period and the prior reporting period, detailing the date of issue to the Employer or Contractor and, if applicable, the date by which the Employers acceptance is required;
- 2.1.18 a current list of all drawings and documents issued to the Consultant (including the applicable revision) detailing the date of issue and transmittal thereof;
- 2.1.19 a report on health & safety and environmental matters;
- 2.1.20 a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;
- 2.1.21 details of the financial status of this contract (by way of updated S curves and spread sheets) including status report on payments made and outstanding applications for payment; and
- 2.2.22 such other matters and information (including schedules and charts) as the Employer may require being included in the progress report from time to time.

An electronic copy and 4 hard copies of each progress report are submitted to the Employers Representative on the first Wednesday of each month.

2.2 Additional Weekly and Daily Reports

Following mobilization at the Site the Consultant, in addition, submits to the Employer (in electronic copy and 4 hard copies):

- 2.2.1 weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarising Site activities, indicating numbers of each class of the Consultants and each Contractors personnel on Site (foreign and local), each type of Equipment on the Site, the Plant and Materials on the Site and recording any areas of concern and details of corrective action being taken;
- 2.2.2 daily activity reports summarizing the main activities to be undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the number of the Consultants and each Contractors personnel employed in each of the several portions of the work in progress.

2.3 Reports on Disputed Work

For work in respect of which the entitlement of the Consultant and/or Contractor is disputed or of an uncertain nature, the Employer may require the Consultant to submit work detail sheets, for the approval of the Employer, as a record of work done. The sheets are "For record purposes only" and do not give rise to or evidence any compensation event.

2.4 Additional Reports

The Employer is entitled to request the Consultant to provide additional reports when in his opinion they are warranted to monitor the progress of the Works.

3. Meetings

The Consultant attends regular formal meetings as required by the Employer. Meetings may involve Others so that the progress of the Services and/or Works on Site and other works may be reviewed. Such meetings may be held fortnightly or at other intervals as required by the Employer.

The Consultant records these meetings and issues detailed minutes within 1 week.

The Consultant also attends informal weekly meetings on Site as required by the Employer and/or the Contractor.

The Consultant's key persons attend all meetings. There is an average of four meetings per month.

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Part C4: Site Information

1. Description of the Site and its surroundings

1.1 General description

The 20-inch jet fuel feeder line starts at ORTAFS Depot (D2 Actuator) and runs towards the airside and ends at valve chamber VCM1. There are a total of four (4) valve chambers located along the route of the jet fuel feeder line. Valve chambers VCM0 and VCM1 are located at the end point of the feeder line closer to Bravo Apron whilst valve chambers VCI1 and VCI2 are located on both sides of the India Taxiway. The average depth of cover along the servitude is approximately 1.55m and length of the feeder line is approximately 1.8km. The feeder line crosses the service road at Super-South gate on the landside and Bravo, India and Lima taxiways on the airside as shown in Figure 1 below.

Figure 1: The feeder line route from fuel depot to valve chamber VCM1



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Key site data

The site is located at O.R. Tambo Aviation Fuel Service (ORTAFS) and the airside. This is a restricted area with stringent access control measures put in place. The Consultant is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health safety, environment, security, fire and access control.

1.2 Access

- The Consultant shall liaise with ACSA Security Staff in order to obtain access permits for his staff and vehicle working at the airport.
- Personnel and vehicles entering or leaving the site will be subjected to routine searches.
- The Consultant shall obtain the "gate permit" from the Project Manager before material and equipment are brought and removed from the airside.
- The Consultant shall include in his rates the costs for access permits and no extra payment or claim of any kind will be allowed on account of difficulties of access to site.

1.3 Permits

- The Consultant shall familiarize himself with ACSA's safety and security requirements relating to permits to prevent any unnecessary work delay.
- This shall include the permit application process.
- The Consultant shall have no claim against ACSA in the event that a permit request is refused.
- The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking Permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal Permit	All persons employed on the airport	ACSA Security
Cell Phone Permit	All persons taking cell phones to airside	ACSA Security
Tools & Laptop Permit	All persons taking tools and laptop to airside	ACSA Security
Camera Permit	All persons taking camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work on the airside	ACSA Safety
Airside Projects/Works Permit	For all projects on the airside	ACSA Airport Operations / Safety
Low/Medium Voltage Permit to Work	For all work on substations, distribution boards and cables	ACSA Electrical Maintenance

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- Proof of having attended the Airside Induction Training course is required for all personal permit applications.
- Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses where applicable.
- No work shall be done without a written permission in the form of a permit/works order.

1.4 Cell phones and two-way radios

- Use of cell phones are 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 Consultant 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.
- Approved radios may be arranged via said department – payment will be for the account of the Consultant.

1.5 Hidden and other services within site

There might be water and sewer pipes located underground. Also, there are other cables going through the trenches and these must be treated as live cables. There are also communication cables located underground

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Part C5: Annexures

Annex A: Compliance with Codes & Standards

The Designs comply with the latest edition codes and SANS and International standards stated below and/or in the Scope and Good Engineering and Construction Practices'. To the extent not stated, the Designs comply with internationally recognised codes and standards which are accepted by the Employer.

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Works comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.

The minimum ACSA requirements are:

- (a) the requirements of the Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations 2003;
- (b) Legislation By-Laws and Regulations applicable to the area within which the project falls;
- (c) the code of practice for the Application of the National Buildings Regulations, (SANS 10400);
- (d) JIG Guidelines for Aviation Fuel Quality Control and Operating Procedures;
- (e) the ATEX directives; (The Regulations apply to all equipment intended for use in explosive atmospheres, whether electrical or mechanical, and also to protective systems)
- (f) the requirements of the IEC 61508 and IEC 61511 standards for functional safety of electrical/electronic/programmable electronic safety-related systems; (SIL3 Certification)
- (g) the recommendations API / EI Aviation Fuel Handling Equipment Standards and Recommended Practices (15xx) and all standards referenced or contained in their Annexures; (unless there are more onerous requirements stated elsewhere)
- (h) the recommendations of OIML;
- (i) the requirements of SANS 10089 parts 1 and 2;
- (j) the requirements of SANS 347;
- (k) the requirements of API and ASME standards for valves, flanges, gaskets, tanks, vessels, welding, pumps, piping and other appurtenances, e.g. API 6D, 6FA, 610, 2000, 650, 651, 652, 653, etc. and ASME B16.xx, V1, 831 .3, 831 .4, etc.;
- (l) the requirements and recommendations of the NFPA standards and codes for fire protection and fire safety, e.g. NFPA 10, 11, 13, 15, 16, 20, 22, 24, 30, etc.;
- (m) the requirements of the COLTO Standards, SANS 1921 and SANS 2001 for roads and civil engineering;
- (n) the recommendations of the UK Health and Safety Executive (HSE) Control of Major Hazardous Installations Regulations (COMAH Regulations);

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- (o) the recommendations of the UK Environmental Agency in their Pollution Prevention Guidelines (PPG).

The recommendations contained within or made by international and national standards are viewed as the benchmark for *Good Engineering and Construction Practices*¹ and are complied with unless it can be demonstrated that it is not practicable.

¹ Good Engineering and Construction Practices are the relevant practices, standards, recommendations, methods, procedures and acts used internationally by skilled contractors engaged in the design, engineering, construction, testing and commissioning of work similar in nature and extent to the Works that, at a particular time, with the exercise of reasonable judgment, care, attention in light of the facts known or that reasonably should have been known to the party making a decision at the time a decision is or should be made, would be expected to accomplish the desired result in a manner consistent with Laws, reliability, safety, environmental protection, economy and expedition. With respect to the plant and the Works, Good Engineering and Construction Practices include taking reasonable steps to ensure that:

- (i) Adequate materials, resources and supplies are available to undertake the Works under normal conditions;
- (ii) Sufficient engineering, design, construction and safety personnel are available and are adequately experienced and trained to design, construct and test the Works properly, efficiently and within applicable Laws, manufacturer's guidelines and specifications and API and EI standards and recommendations;
- (iii) Appropriate monitoring and testing is done during the design, manufacturing, erection and commissioning to ensure that the Works are constructed to the required standards, tolerances and specifications and that equipment is functioning as designed and to provide assurance that it will function properly under normal conditions;
- (iv) Appropriate protective devices and design features are provided to ensure that safe, reliable, long-term operation of the plant can be achieved, if operated and maintained in accordance with the Operation and Maintenance Manual;

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Annex B: POPIA
CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Annex C: **DRAWINGS**

1. Layout of the fuel feeder line

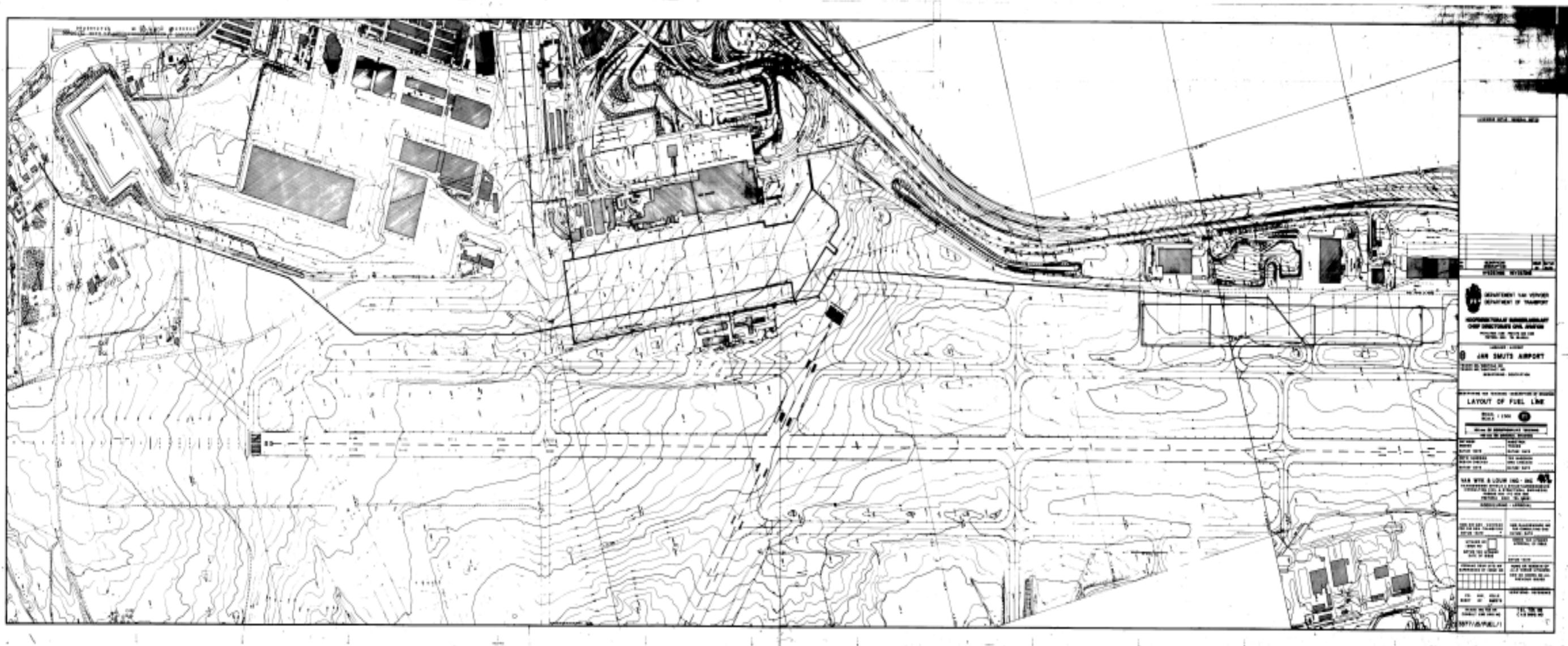
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