

# EXPRESSION OF INTEREST

## FOR THE

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## CHILLERS REPLACEMENT

# SUPPLY, ENGINEERING DESIGN, INSTALLATION AND COMMISSIONING OF WATER-COOLED CENTRIFUGAL CHILLERS AT O.R. TAMBO INTERNATIONAL AIRPORT

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EOI Reference No: ORTIA7518/2024/RFP

**July 2024**

**Issued by**  
Airports Company South Africa  
O.R. Tambo International Airport

**Note:**

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

**NAME OF BIDDER .....**

**SBD 1**

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](http://www.airports.co.za)

Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: Dr S Nogxina (Chairperson), M Mpofo (Chief Executive Officer), L Mbotya (Chief Financial Officer), D Hlatshwayo, A Khumalo, F Zikala-Mvelase, G Mancotywa, Y Pillay, S Sambo, N Siyotula, Dr K Badimo, F Sefara (Company Secretary)

## PART A

### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE AIRPORTS COMPANY SOUTH AFRICA</b>					
BID NUMBER:	ORTIA7518/2024/RFP		CLOSING DATE:	23 <sup>rd</sup> September 2024	CLOSING TIME: 11H00am
DESCRIPTION	SUPPLY, ENGINEERING DESIGN, INSTALLATION AND COMMISSIONING OF WATER-COOLED CENTRIFUGAL CHILLERS AT O.R. TAMBO INTERNATIONAL AIRPORT				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
O R Tambo International Airport					
North Wing Offices, 3 <sup>rd</sup> Floor, Tender office, Tender box C					
Kempton Park, Johannesburg					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Motlhabane Molamu		CONTACT PERSON	Motlhabane Molamu	
TELEPHONE NUMBER	n/a		TELEPHONE NUMBER	n/a	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	<a href="mailto:motlhabane.molamu@airports.co.za">motlhabane.molamu@airports.co.za</a>		E-MAIL ADDRESS	<a href="mailto:Motlhabane.molamu@airports.co.za">Motlhabane.molamu@airports.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

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

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

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER MUST ENSURE THEY HAVE A FULLY COMPLETED AND SIGNED WRITTEN CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

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SIGNATURE OF BIDDER: .....

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

DATE: .....

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## BIDDER'S DETAILS

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

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## E1.1 Notice and Invitation to Submit an Expression of Interest

Airports Company South Africa SOC Limited **invites expressions of interest for** the supply, engineering design, installation and commissioning of water-cooled centrifugal chillers at O.R. Tambo International Airport.

Only those respondents who are registered with the Construction Industry Development Board (CIDB) for grading designation of **7ME or higher**, are eligible to have their submissions evaluated.

In the case of Consortia or Joint Venture, a combined respondent grading of 7ME or higher will be accepted.

Preference shall be given to respondents who satisfy the prescribed objective criteria (refer to Submission data)

### **Mandatory Administration Criteria**

All bidding companies are to comply with the following minimum requirements:

1. Attendance of compulsory briefing session. (Interested bidders must sign the register during the meeting. The register will be utilised for evaluation)
2. Respondents who are registered with Active CIDB grading designation of 7ME or higher
3. Respondents must fully complete and sign the Respondent disclosure form SBD 4.

### **Submission Document Availability**

Submission documents are available from **29<sup>th</sup> July 2024** for free download from National Treasury's etenders Publication Portal [www.etenders.gov.za](http://www.etenders.gov.za) website - Kindly print and complete.

Queries relating to the issue of these documents may ONLY be addressed in writing to **Mr Motlhabane Molamu**  
E-mail address: [Motlhabane.Molamu@airports.co.za](mailto:Motlhabane.Molamu@airports.co.za)

Closing date for enquiries is **09<sup>th</sup> September 2024** close of business

### **Compulsory Briefing Session**

A compulsory briefing session will be held on **Wednesday 07 August 2024 at 11h00 (AM)**. The session will be held at the following location:

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**The Media Room (Next to the Post Office), Central Terminal Building (CTB), O R Tambo International Airport**

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### Non – Compulsory Site Inspection

A non-compulsory site visit will be held as follows:

Meeting Venue: ACSA Permit Office O R Tambo International Airport

Meeting Date: **Friday 09<sup>th</sup> August 2024**

Meeting Times: **09H00am**

Bidders who wish to attend the site visit must inform ACSA in order to make the necessary arrangements i.e. permits for access because the Chillers are located in a restricted area. Bidders must inform ACSA by this date **Friday 02<sup>nd</sup> August 2024**

1 Day permit applications require the following:

1. A copy of the applicant's identity document. Driver's licences are not permitted.
2. An amount of R553,00 must be paid at the permit office by the bidder. Cash only.
3. Safety boots and reflective jacket

**Contact Person: Your request for viewing accompanied by Name & ID number must be e-mailed to the following address:**

Contant	E-mail Address
Motlhabane Molamu	<a href="mailto:Motlhabane.Molamu@airports.co.za">Motlhabane.Molamu@airports.co.za</a>

### Closing Date

The closing time for receipt of submissions is **23<sup>rd</sup> September 2024 at 11H00am (South African Time)**. Submissions must be placed inside the submission box at:

The **Tender Box C** is located at:

3<sup>rd</sup> Floor

North Wing

ACSA Offices

OR Tambo International Airport.

Telephonic, telegraphic, telex, facsimile, e-mailed submissions will NOT be accepted.

No late submissions will be accepted after closing date and time.

Respondents to ensure that their names and contacts details are reflected on the cover page of the bid document.

Submissions may only be submitted on the submission documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of submissions are stated in the Submission Data.



## E1.2 Submission Data

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

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

The respondent shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the **Standard for Developing Skills through Infrastructure Contracts** (published in GN 43495 or 20 March 2020). Refer to form C15 for the returnable document.

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

Clause Number	Submission Data
<b>D.1</b>	<b>GENERAL</b>
D.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
D.1.2	<p>The Submission Documents issued by the Employer comprise:</p> <p><b>Part E1: Submission Procedures</b></p> <p>E1.1 Notice and invitation to submit an expression of interest            E1.2 Submission data            E1.3 CIDB Standard conditions for calling for expressions of interest</p> <p><b>Part E2: Returnable Document</b></p> <p>E2.1 List of returnable documents            E2.2 Returnable schedule</p> <p><b>Part E3: Indicative Scope of Work</b></p> <p>E3.1 Indicative scope of work</p> <p><b>Part E4: Annexures</b></p> <p>Annex A: Occupational Health and Safety Specifications            Annex B: ACSA Construction Environment Management Plan – EMS 050            Annex C: POPIA            Annex D: DRAWINGS</p>
D.1.4	<p>The Employer's Agent is: Motlhabane Molamu (<b>SCM Representative</b>)            Email address: <a href="mailto:Motlhabane.Molamu@airports.co.za">Motlhabane.Molamu@airports.co.za</a></p> <p>All communication during the Submission period shall be made to the Employer's Agent (SCM Representative)</p>

<b>D.2</b>	<b>RESPONDENT'S OBLIGATIONS</b>
D.2.1	<p><b>Eligibility</b></p> <p>Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his principals, is not under any restriction to do business with employer.</p>
D.2.2	<p><b>Cost of submissions</b></p> <p>Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.</p>
D.2.3	<p><b>Check documents</b></p> <p>Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.</p>
D.2.4	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.</p>
D.2.5	<p><b>Compulsory Briefing meeting</b></p> <p>The clarification meeting will be held at The Media Room (Next to the Post Office), Central Terminal Building (CTB), O R Tambo International Airport on 07<sup>th</sup> August 2024 at 11H00am</p>
D.2.6	<p><b>Seek clarification</b></p> <p>The closing date for clarification is 09<sup>th</sup> September 2024 close of business.</p>
D.2.7	<p><b>Making a submission</b></p> <p>D.2.7.1 Seal the original and each copy of the submission offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.</p> <p>D.2.7.2 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if outer package is not sealed and marked as stated.</p>
D.2.8	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
D.2.9	<p><b>Closing time</b></p> <p>The Employer's details and address for delivery of submission offers and identification details that are to be shown on each submission offer package are:</p> <p><b>Location of submission box:</b> Submission Tender Box C 3<sup>rd</sup> Floor ACSA North Wing Offices</p> <p><b>Physical Address:</b> O.R. Tambo International Airport, Kempton Park</p>

	<p><b>Identification details:</b> Bid Ref. No: <b>ORTIA7518/2024/RFP</b></p> <p>Title: <b>Supply, Engineering Design, Installation and Commissioning of Water-Cooled Centrifugal Chillers at O.R. Tambo International Airport</b></p> <p><b>Closing Date:</b> <b>23<sup>rd</sup> August 2024 (11H00am)</b></p>
D.2.10	<p><b>Clarification of submission</b></p> <p>Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.</p>
<b>D.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
D.3.1	<p><b>Respond to clarification</b></p> <p>Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.</p>
D.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until seven (7) working days before the submission closing time.</p>
D.3.3	<p><b>Late submissions</b></p> <p>Submission offers received after the closing time stated in the Submission Data will be returned, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.</p>
D.3.4	<p><b>Opening of submissions</b></p> <p>D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.</p> <p>D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.</p>
D.3.5	<p><b>Non-disclosure</b></p> <p>Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.</p>
D.3.6	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.</p> <p>ACSA may reject and disqualify a bid if the Respondent altered any part of this document from its original form. In addition, ACSA may cancel the contract if after the award, it is discovered that any part of this submission document was altered in any way.</p>
D.3.7	<p><b>Test for responsiveness</b></p> <p>Determine, after opening and before detailed evaluation, whether each submission received:</p>

	<div>a) meets the requirements of these conditions for the calling for expressions of interest;</div> <div>b) has all the substantive provisions properly and fully completed and signed, and</div> <div>c) is responsive to the other requirements of the call for expression of interest</div>										
D.3.8	<div><b>Non-responsive submissions</b></div> <div>Reject all non-responsive submissions.</div>										
D.3.9	<div><b>Evaluation of responsive submissions</b></div> <div>D.3.9.1 Evaluation criteria</div> <div>A staged approach will be used to evaluate submissions</div> <table><tr><th>Stage 1</th><th>Stage 2</th><th>Stage 3</th><th>Stage 4</th><th>Stage 5</th></tr><tr><td>Test for Responsiveness As per Clause D3.7</td><td>Mandatory Requirements</td><td>Evaluate on functionality or the technical aspect of the bid</td><td>Probity Process</td><td>Security Vetting  (Will be conducted if deemed necessary)</td></tr></table> <div><b>Stage 1: Test for responsiveness</b> as outlined by the clause D3.7 above.</div> <div><b>Stage 2: Mandatory Administration Criteria</b></div> <div><div>1. Attendance of compulsory briefing session. (Interested bidders must sign the register during the meeting. The register will be utilised for evaluation)</div><div>2. Respondents who are registered with Active CIDB grading designation of 7ME or higher</div><div>3. Respondents must fully complete and sign the Respondent disclosure form SBD 4</div></div> <div><b>Stage 3: Functionality Evaluation Criteria</b></div> <div>Functionality is the terminology used to define the technical ability of the Respondent, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality.</div> <div>The functionality evaluation will be conducted by the 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:</div> <div><b>Functionality Criteria</b></div> <div>Functionality is the terminology used to define the technical ability of the Respondent, based on experience, to deliver the required product in accordance with the specified quality, reliability and functionality.</div> <div>Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Total Quality points allocated shall be 100. Respondent must score minimum score per each sub-criterion (as per table 2 of E1.2 below) and an overall minimum threshold of <b>62 points</b> out of <b>100</b> is required to be achieved for the submission to be eligible for further evaluation on</div>	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Test for Responsiveness As per Clause D3.7	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Probity Process	Security Vetting  (Will be conducted if deemed necessary)
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5							
Test for Responsiveness As per Clause D3.7	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Probity Process	Security Vetting  (Will be conducted if deemed necessary)							

Price and B-BBEE (90/10 split).			
#	Functionality Element	Min	Max
1.	<p><b>RESPONDENT'S EXPERIENCE</b></p> <p><b>Water-cooled chiller design, installation and commissioning experience. Returnable document Forms A6 &amp; A7</b></p> <p>1.1 Proof that bidder has successfully supplied, installed and commissioned and/or replacement of water-cooled chillers for contract value above R9 million (inclusive of VAT). (maximum 3 references, minimum 2 references) <b>[5 points per reference]</b></p> <p><i><b>Note: Verifiable reference letters may include all information stated in Form A6. If the letters don't have all the information, bidders may complete the information in Form A6</b></i></p> <p>1.2 Proof that bidder is authorised and approved by the OEM to supply, install, commission and/or replace water-cooled chillers. Bidder must submit the OEM agreement / OEM Letter (Must be on the OEM letterhead). <b>Bidders that did not submit the OEM agreement / OEM Letters score 0 points.</b></p>	10	15
2.	<p><b>KEY PERSONNEL QUALIFICATIONS &amp; EXPERIENCE</b></p> <p><b>2.1 Lead Design Engineer</b> <b>Returnable document Forms A8, A9 &amp; A10</b></p> <p>The qualifications and experience of the Lead Design Engineer who will be responsible for leading the engineering design team and assume overall responsibility for the design and supervision of the works will be evaluated.</p> <p>2.1.1 Proof of qualifications</p> <p>a) Lead Design Engineer has Master's Degree (MSc / MEng) or higher in Engineering <b>AND</b> registered with ECSA as Pr.Eng / Pr.Eng.Tech <b>[10 points]</b></p> <p>b) Lead Design Engineer has Bachelor's Degree (BSc / BEng / BTech) in Engineering <b>AND</b> registered with ECSA as Pr.Eng / Pr.Eng.Tech <b>[6 points]</b></p> <p>c) Lead Design Engineer has no Bachelor's Degree (BSc / BEng / BTech) in Engineering <b>AND</b> registered with ECSA as Pr.Eng / Pr.Eng.Tech <b>[0 points]</b></p>	6	10

	<p>2.1.2 Proof of Lead Design Engineer's professional registration with the engineering council (ECSA) and years of experience in engineering engineering.</p> <p>a) Lead Design Engineer has more than 8 years' experience in engineering <b>[5 points]</b></p> <p>b) Lead Design Engineer has 5 to 8 years' experience in engineering <b>[3 points]</b></p> <p>c) Lead Design Engineer has less than 5 years' experience in engineering <b>[0 points]</b></p> <p>2.1.3 Proof that Lead Design Engineer has experience in the Projects that involved the design and construction supervision of chiller installations.</p> <p>a) 4 projects or more <b>[5 points]</b></p> <p>b) 2 – 3 projects <b>[3 points]</b></p> <p>c) Less than 2 projects <b>[0 points]</b></p> <p><b>2.2 Construction / Site Manager</b></p> <p>The qualifications and experience of the Construction Manager who will be responsible for leading the construction team and assume overall responsibility for the construction works will be evaluated.</p> <p>2.1.1 Proof of qualifications</p> <p>a) Construction Manager has Honour's Degree in Built Environment <b>AND</b> professional registration with SACPCMP Pr.CPM / Pr.CM <b>[10 points]</b></p> <p>b) Construction Manager has Bachelor's Degree in Built Environment <b>AND</b> professional registration with SACPCMP Pr.CPM / Pr.CM <b>[6 points]</b></p> <p>c) Construction Manager has no Bachelor's Degree in Built Environment <b>AND</b> professional registration with SACPCMP Pr.CPM / Pr.CM <b>[0 points]</b></p> <p>2.1.2 Proof of Construction Manager's has experience in construction management.</p> <p>a) Construction Manager has more than 8 years' experience in construction <b>[5 points]</b></p> <p>b) Construction Manager has 5 to 8 years' experience in construction <b>[3 points]</b></p> <p>c) Construction Manager has less than 5 years' experience in construction <b>[0 points]</b></p>	<p>3</p> <p>3</p> <p>6</p> <p>3</p>	<p>5</p> <p>5</p> <p>10</p> <p>5</p>
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		<p>2.1.3 Proof that Construction Manager has experience in the Projects that involved the installation of chillers.</p> <p>a) 4 projects or more <b>[5 points]</b></p> <p>b) 2 – 3 projects <b>[3 points]</b></p> <p>c) Less than 2 projects <b>[0 points]</b></p> <p><b>2.3 Site Agent / Supervisor</b></p> <p>The qualifications and experience of the Site Agent who will be responsible for the construction works on site will be evaluated.</p> <p>a) The Site Agent has N6 (National Diploma) or Higher in Engineering <b>AND</b> more than 5 years' experience in construction works. <b>[5 points]</b></p> <p>b) The Site Agent has N5 Certificate in Engineering <b>AND</b> 3 to 5 years' experience in construction works. <b>[3 points]</b></p> <p>c) The Site Agent has no N5 Certification in Engineering <b>AND</b> less than 3 years' experience in construction works. <b>[0 points]</b></p>	3	5						
3.	<p><b>Approach Paper or Method Statement.</b></p> <p>The Respondent shall attach the Approach Paper / Method Statement that adequately details as a minimum the following main items:</p> <ul style="list-style-type: none"><li>• Scope of work and cost control</li><li>• Project programme</li><li>• Health &amp; Safety and Environmental Considerations</li><li>• Risks to the project</li><li>• Procurement</li></ul> <p><b>Returnable document Form A11</b></p> <p>1. The method statement shall be no shorter than 2 A4 pages and no longer than 4 A4 pages and should reflect the respondent'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 respondent to identify and mitigate these potential risks.</p>		9	15						
		<table><tr><td><b>(Minimum Score Points)</b></td><td><b>9</b></td><td><b>Method Statement</b></td></tr><tr><td>Score - 0 Points</td><td></td><td>The respondent has submitted a method statement that covers <b>less than 3 (three) of five main points (scope of work and cost control, project programme, HSE, risk and procurement)</b> described above and is in line with the scope of work and is in sufficient detail to indicate an understanding of the project.</td></tr></table>	<b>(Minimum Score Points)</b>	<b>9</b>	<b>Method Statement</b>	Score - 0 Points		The respondent has submitted a method statement that covers <b>less than 3 (three) of five main points (scope of work and cost control, project programme, HSE, risk and procurement)</b> described above and is in line with the scope of work and is in sufficient detail to indicate an understanding of the project.		
<b>(Minimum Score Points)</b>	<b>9</b>	<b>Method Statement</b>								
Score - 0 Points		The respondent has submitted a method statement that covers <b>less than 3 (three) of five main points (scope of work and cost control, project programme, HSE, risk and procurement)</b> described above and is in line with the scope of work and is in sufficient detail to indicate an understanding of the project.								

		<div>Score - 9 Points</div>	The respondent has submitted a method statement that covers <b>three to four of the five main points (scope of work and cost control, project programme, HSE, risk and procurement)</b> described above and is in line with the scope of work and is in sufficient detail to indicate an understanding of the project.		
		<div>Score - 15 Points</div>	The respondent has submitted a method statement that covers <b>all the five main points (scope of work and cost control, project programme, HSE, risk and procurement)</b> described above and is in line with the scope of work and is in sufficient detail to indicate an understanding of the project.		
	4.	<b>Work Plan and Program.</b>  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 as per the following main points: <ul style="list-style-type: none"><li>• Dependencies</li><li>• Constraints</li><li>• Resources</li><li>• Risk allowances</li><li>• Time frames</li></ul>		9	
		<b>(Minimum Score 6 Points)</b>	<b>Work plan</b>	15	
		<div>Score - 0 Points</div>	The respondent has submitted a work plan that covers <b>less than 3 (three) of the 5 (five) main points</b> (Dependencies, Constraints, Resources, Risk allowances, Time frames)		
		<div>Score - 9 Points</div>	The respondent has submitted a work plan that covers <b>3 (three) to 4 (four) of the 5 (five) main points</b> (Dependencies, Constraints, Resources, Risk allowances, Time frames)		
		<div>Score - 15 Points</div>	The respondent has submitted a work plan that covers <b>all 5 (five) main points</b> (Dependencies, Constraints, Resources, Risk allowances, Time frames)		
		<b>Returnable document Form A12</b>			
		<b>Note: The allocation of points and minimum scores required are as outlined in returnable document – Form A12</b>			
		<b>Total =</b>			<b>62</b>
					<b>100</b>



D.3.10	<p><b>Provide written reasons for actions taken</b></p> <p>Provide upon request written reasons to respondents for any action that is taken in applying these conditions, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of respondents or might prejudice fair competition between respondents.</p>
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## E1.3 Standard Conditions for the Calling for Expression of Interest

### D.1 General

#### D.1.1 Actions

**D.1.1.1** The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

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

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

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

**D.1.1.3** The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

#### D.1.2 Submission Documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

#### D.1.3 Interpretation

**D.1.3.1** The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for calling for expressions of interest.

**D.1.3.2** For the purposes of these conditions for calling for expressions of interest, the following definitions apply:

a) **conflict of interest** means any situation in which:

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

b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to

influence the action of the employer or his staff or agents in the submission process;

- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the submission process or the award of a contract arising from an expression of interest to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **D.1.4 Communication and employer's agent**

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

### **D.2 Respondent's obligations**

#### **D.2.1 Eligibility**

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

#### **D.2.2 Cost of submissions**

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

#### **D.2.3 Check documents**

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

#### **D.2.4 Acknowledge addenda**

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

#### **D.2.5 Clarification meeting**

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc.) and raise questions. Details of the meeting(s) are stated in the submission data.

#### **D.2.6 Seek clarification**

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

#### **D.2.7 Making a submission**

D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original and each copy of the submission as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

#### **D.2.8 Information and data to be completed in all respects**

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

#### **D.2.9 Closing time**

Ensure that the employer receives the submissions offer at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions for calling for expressions of interest apply equally to the extended deadline.

#### **D.2.10 Clarification of submission**

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

### **D.3 Employer's undertakings**

#### **D.3.1 Respond to clarification**

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

#### **D.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the submission data. If, as a result, a respondent applies for an extension to the closing time stated in the submission data, the employer may grant such extension and, shall then notify it to all respondents.

#### **D.3.3 Late submissions**

Unless otherwise stated in the submission data, return submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

#### **D.3.4 Opening submissions**

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

#### **D.3.5 Non-disclosure**

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

#### **D.3.6 Grounds for rejection and disqualification**

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

#### **D.3.7 Test for responsiveness**

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for the calling for expressions of interest;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

#### **D.3.8 Non-responsive submissions**

Reject all non-responsive submissions.

#### **D.3.9 Evaluation of responsive submissions**

D.3.9.1 Appoint an evaluation panel of not less than three (3) persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

#### **D.3.10 Provide written reasons for actions taken**

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

## E2.1 List of Returnable Documents

### Part 1 Returnable Schedule required for submission evaluation purposes

RETURNABLE DOCUMENTS	SUBMITTED [Yes or No]
Form A1: Certificate of Attendance of Compulsory Briefing	
Form A2: Record of Addenda to Submission Documents	
Form A3: Proposed Amendments and Qualifications	
Form A4: Certificate of Authority to Sign Submission	
Form A5: Certificate of Authority of Joint Ventures (where applicable)	
Form A6: Schedule of the Respondent's Experience	
Form A7: Reference Letter from the Clients	
Form A8: CVs and Qualifications of Key Personnel	
Form A9: Proof of Qualifications	
Form A10: Proof of Professional Registration	
Form A11: Approach Paper or Method Statement	
Form A12: Work Plan and Program	
Form A13: CIDB Registration Certificate	
Form A14: Letter of Good Standing with the Workers Compensation Commissioner	
Form A15: Terms and Conditions of EOI	
Form A16: ACSA Terms and Conditions of EOI and Respondent's Particulars	
Form A17: Confidentiality and Non-Disclosure Agreement	
Form A18: SBD 4 Form Respondent's Disclosure	
Form A19: Declaration of Interest and Politically Exposed Persons	
Form A20: Declaration of Forbidden Practices	

### Part 2 Other documents required for submission evaluation purposes

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 Respondents 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 Respondent for non-submission at that stage and after reasonable efforts were made to request the document from the Respondent. The documents are as follows:

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Form B1: Proposed Subrespondent	
Form B2: Tax Pin number (ACSA may not award to a Respondent whose tax affairs have not been declared to be in orders by SARS)	
Form B3: Certificate of Incorporation of the bidding entity showing ownership Split, names and identity numbers of Directors / Trustees / Members /Shareholders and Senior management	
Form B4: Central Supplier Database Report (CSD)	

## E2.2 Returnable Schedule

### FORM A1: Certificate of Attendance of Compulsory Briefing Session

This is to certify that

I, .....

Representative of respondent)

.....

.....

of (address)

.....

.....

e-mail: .....

telephone number: .....

fax number: .....

visited and examined the site on date: .....

Respondent's  
Representative

..... Position: .....

Signature:

..... Date: .....

ACSA's Representative:

Name:

..... Position: .....

Signature:

..... Date: .....



**FORM A2: Record of Addenda to Submission Documents**

We confirm that the following communications received from the Employer before the submission of this response for Submissions, amending the Submissions 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 .....

Respondent .....

### FORM A3: Proposed Amendments and Qualifications

The Respondent shall record any deviations or qualifications he/she may wish to make to the submission documents in this Returnable Schedule. The Respondent's attention is drawn to Terms and conditions of EOI 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 .....

Respondent .....

**FORM A4: Certificate of Authority to Sign Submission**

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.

Signed ..... Date .....

Name ..... Position .....

Respondent .....

### FORM A5: Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this submission 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 submission 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 . . . . .

Respondent . . . . .

**FORM A6: Schedule of the Respondent's Experience**

The experience of the respondent or joint venture partners in the case of an unincorporated joint venture or consortium as it relates to the water-cooled chiller design, installation and commissioning experience will be evaluated.

Respondents 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 and telephone number	Description of work in water-cooled chiller design, installation and commissioning	Value of work inclusive of VAT (Rand)	Period (From – To)	Date completed

Respondent 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, Respondent's must take cognisance of the evaluation criteria as described on Section E1.2, Clause D.3.9**

Signed ..... Date .....

Name ..... Position .....

*Respondent* .....

**FORM A7: Reference letter from the Clients**

Attach here

Signed ..... Date .....

Name ..... Position .....

Respondent .....

## FORM A8: CVs and Qualifications 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) 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, National 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

**Note: Respondent's must take cognisance of the evaluation criteria as described on Section E1.2, Clause D.3.9**

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

Signed

Date

Name

Position

Respondent

**FORM A9: Proof of Qualifications**

**Attach here**

Signed ..... Date .....

Name ..... Position .....

Respondent .....



**FORM A10: Proof of Professional Registration (ECSA / SACPCMP)**

**Attach here**

Signed ..... Date .....

Name ..... Position .....

Respondent .....

## FORM A11: Approach Paper or Method Statement

2. 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.
3. The method statement may 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
4. The method statement shall be no shorter than 2 A4 pages and no longer than 4 A4 pages and should reflect the respondent'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 respondent to identify and mitigate these potential risks.
5. 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:

<b>(Minimum Score 9 Points)</b>	<b>Method Statement</b>
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 - 9 Points	The respondent has submitted a method statement that covers three to four of the five main points ( <b>scope of work and cost control, programme, HSE, risk and procurement</b> ) described above and is in line with the scope of work and is in sufficient detail to indicate an understanding of the project.
Score – 15 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 ( <b>scope of work and cost control, programme, HSE, risk and procurement</b> ).

**Note: Respondent's must take cognisance of the evaluation criteria as described on Section E1.2, Clause D.3.9**

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

Signed ..... Date .....

Name ..... Position .....

*Submission* .....

## **FORM A12: 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 respondent attaches his / her work plan to this page.

The scoring of the work plan will be as follows:

### **Add Gantt Chart.**

**Note: Respondent's must take cognisance of the evaluation criteria as described on Section E1.2, Clause D.3.9**

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

Signed .....

Date \_\_\_\_\_

Name .....

Position \_\_\_\_\_

*Respondent* .....

**FORM A13: CIDB Registration Certificate**

Attach certified copy of Certificate of Respondent Registration issued by the Construction Industry Development Board (CIDB) here.

Signed ..... Date .....

Name ..... Position .....

Respondent .....



**FORM A14: 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 .....

Respondent .....

## FORM A15: Terms and Conditions of EOI

### 8.1 Conditions of the request for proposal

- 8.1.1 This EOI is open only to Respondents who are registered and duly authorised to provide the Services in South Africa.
- 8.1.2 Any bids received after the submission closing date and time 00<sup>th</sup> of September **at 12:00pm** 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 Respondent unless a written request for the return thereof is received from the relevant Respondent within thirty (30) days of the award.
- 8.1.3 Except where specifically provided for in this EOI, a Respondent 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 Respondent subject to ACSA's terms and conditions and by submission of its bid the Respondent 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 Respondent, 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 Respondent 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 Respondent 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 Respondent in terms of the said contract.
- 8.1.8 If ACSA and the successful Respondent 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 Respondent's failure to comply with any representation made in the Respondent'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 Respondent is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful Respondent.



- 8.1.9 ACSA reserves the right to amend the terms and conditions of this EOI at any time prior to finalisation of the contract between the parties and shall not be liable to any Respondent 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 Respondent.
- 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 EOI 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 Respondent.
- 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 EOI process between the Respondent 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 EOI documents or of anything required to be done or performed there under;
  - Concerning any aspect of the EOI process to anything done or decided there under: or
  - Concerning the validity of the award of the EOI to any Respondent or the failure to award same to any Respondent, 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 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 EOI 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 EOI 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 Respondent.
- 8.3.3 This EOI implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any Respondent in preparation of his bid.
- 8.3.4 Respondents may include with their bids any descriptive matter, which, if referred to in the EOI, will form part of the EOI. In case of any discrepancy, however, the issued EOI and supporting documents and information completed therein by the Respondent will be considered as the valid and binding bid.
- 8.3.5 ACSA reserves the right to award portions of the contract to different Respondents 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 Respondent.
- 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 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

## FORM A16: ACSA Terms and Conditions of EOI and Respondents Particulars

TO: Airports Company South Africa Limited.

Bid No: ORTIA7518/2024/RFP

### 1. Respondent's Name and Contract Details

Respondent:	
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 supply, engineering design, installation and commissioning of water-cooled centrifugal chillers 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 Respondent,
- 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 Submission Board's decision is final and binding.
- 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 Respondent for a period which lapses after eighty-four (84) calendar days calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2024
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Signature:	
Name:	

For and behalf of:

Submissioning entity name:	
Capacity:	

## **FORM A17: Confidentiality and Non-Disclosure Agreement**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**(“Airports Company”)**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: \_\_\_\_\_)

**(“\_\_\_\_\_”)**

of

[Service Providers Address]

### **1. INTERPRETATION**

In this agreement -

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

- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of 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 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.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

## 3 **USE OF CONFIDENTIAL INFORMATION**

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

## 4 **NON-DISCLOSURE**

- 4.1 THE RECEIVING PARTY undertakes that –

- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, respondent or sub-respondent 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 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.



## THE USE OF THE COMPANY'S INTELLECTUAL PROPERTY

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the “**Company IP**”) for any reason whatsoever without first obtaining the Company’s prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the **[INTERNAL NOTE: INSERT EMAIL ADDRESS OF THE SCM OFFICIAL]**. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause **Error! Reference source not found.** above, the receiving party shall comply with the Company’s policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party’s annual turnover in the financial year in which the aforesaid failure occurred.

## 7. DURATION

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of **5** years (“the term”), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

## 8. TITLE

- 8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:
- 8.1.1 to be proprietary to the disclosing party; and
- 8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

## 9. RELATIONSHIP BETWEEN THE PARTIES

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

- 9.1 the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein
- 9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.
- 9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

- 10.1 This agreement shall be governed by and interpreted according to the laws of the Republic of South Africa, without reference to the choice of laws' provisions of the Republic of South Africa. In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.
- 10.2 The parties irrevocably submit to the exclusive jurisdiction of the High Court of South Africa, Witwatersrand Local Division, in respect of any action or proceeding arising from this agreement.
- 10.3 The parties agree that, in the event of a breach of this agreement, monetary damages would not be an adequate remedy. In the event of a breach or threatened breach of any provisions of this agreement by the receiving party, the disclosing party (and/or its relevant affiliate) shall be entitled to injunctive relief in any court of competent jurisdiction and the receiving party shall reimburse the disclosing party for any costs, claims, demands or liabilities arising directly or indirectly out of a breach. Nothing contained in this agreement shall be construed as prohibiting a party or its affiliate from pursuing any other remedies available to it for a breach or threatened breach.
- 10.4 The failure by the disclosing party to enforce or to require the performance at any time of any of the provisions of this agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicilium to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:

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

## 12. **GENERAL**

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

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

\_\_\_\_\_  
**AIRPORTS COMPANY SOUTH AFRICA SOC  
LIMITED**

the signatory warranting that he is duly authorised  
thereto.

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_

\_\_\_\_\_  
**[NAME OF SERVICE PROVIDER]**

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

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

## FORM A18: SBD 4 Form Respondent's Disclosure

### RESPONDENT'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 Respondent to make this declaration in respect of the details required hereunder.

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

#### 2. Respondent's declaration

- 2.1 Is the Respondent, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the Respondent, 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 Respondent 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 Respondent has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the Respondent, 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 Respondent 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 Respondent was not involved in the drafting of the specifications or terms of reference for this bid.

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<sup>2</sup> 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.

- 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 Respondent

## FORM A19: Declaration of Interest and Politically Exposed Persons

**Making a Declaration** *(Note to SCM Official request as a returnable document I.D. document for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity)*

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

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

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

**All Respondents must complete a declaration of interest form below:**

Full name of the Respondent 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:

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### 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

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 submission terms and conditions as well as ACSA policies in the event that we are successful in this submission.

**Declaration:**

I/We the undersigned \_\_\_\_\_ (Name) hereby certify that the information furnished in this submission 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 submission, ACSA may disqualify our bid or terminate a contract we may have with ACSA where we are successful in this submission.

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Signature

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Date

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Position

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Name of Respondent

**FORM A20: 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: \_\_\_\_\_

**FORM B1: Proposed Sub-contractor**

We notify you that it is our intention to employ the following Sub-contractor(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-contractor 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 sub-contractor(s)**
- **SARS Tax Certificate Pin or certified certificate**
- **Certificate of Incorporation**

	<b>Name and address of proposed Sub-contractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Sub-contractor</b>

Signed ..... Date .....

Name ..... Position .....

Respondent .....

**FORM B2: SARS Tax Pin Certificate**

All bid submissions must have a valid 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 .....

Name ..... Position .....

**FORM B3: 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: **Identity documents of the Directors and**

**Certificate of Incorporation**

Signed ..... Date .....

Name ..... Position .....

Respondent .....



**FORM B4: Respondents must provide proof of registration with National Treasury's Central Supplier Database (CSD)**

Attach here

Signed ..... Date .....

Name ..... Position .....

Respondent .....

## Part E3 Indicative Scope of Work

### 1. Introduction

Airports Company South Africa has identified a need to replace the existing water-cooled chillers, which have reached the end of economic service life at O.R. Tambo International Airport. The chillers supply chilled water to air handling units installed at the airport in a centralised chilled water generation system arrangement consisting of three (3) chiller plants, i.e. Domtex, KB2 and Cargo.

### 2. General Plant Description

#### 2.1 Domtex Chiller Plant

Domtex chiller plant comprised of four (4) water-cooled chillers that generate the chilled water. The chillers are arranged in a primary-secondary pumping arrangement. Each chiller has an open circuit cooling tower, condenser water pump and primary chilled water pump. The complete chilled water generating system is located on the 5<sup>th</sup> floor of the Domestic Terminal.

Four (4) secondary chilled water pumps circulate variable amounts of chilled water to the various air handling units, through an insulated chilled water piping reticulation system.

#### 2.2 KB2 Chiller Plant

KB2 chiller plant comprised of seven (7) water-cooled chillers that generate the chilled water. The chillers are arranged in a primary-secondary pumping arrangement. Each chiller has an open circuit cooling tower, condenser water pump and primary chilled water pump. The chillers and pumping system are located on the lower basement parking of the International Terminal and the cooling towers are located on surface outside the basement parking area.

Three (3) secondary chilled water pumps circulate variable amounts of chilled water to the various air handling units, through an insulated chilled water piping reticulation system.

#### 2.3 Cargo Chiller Plant

Cargo chiller plant comprised of one (1) water-cooled chiller which generates the chilled water. The chiller is arranged in a primary-secondary pumping arrangement. The chiller has an open circuit cooling tower, condenser water pump and primary chilled water pump. The chiller and pumping system are located on the basement of the Cargo Office building and the cooling tower is located on the roof of the building.

Two (2) secondary chilled water pumps circulate variable amounts of chilled water to the various air handling units, through an insulated chilled water piping reticulation system.

### 3. Objectives

The objective is to replace the existing chillers in accordance with the airport operational requirements, end-users requirements and other stakeholders requirements. The following must be considered when planning and executing the construction works:

- 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 replacing the chillers.
- Waiting periods between chiller replacement 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.
- Certain construction activities may be difficult to perform during the day and may have to be carried-out afterhours or over the weekends.



#### **4. Indicative Scope of Work**

The scope of work involves engineering design, supply, delivery, rigging into position, installation, testing and commissioning of the water-cooled chillers and associated equipment and piping systems at O.R. Tambo International Airport.

##### **4.1 Engineering design**

The respondent shall develop all the necessary engineering design of the chillers and associated equipment sizing and selection, quality control and drawings. The engineering designs and drawings shall comply with the applicable legislation and local and international codes and standards such as OHS Act, NEMA, ASHRAE, SANS, EI etcetera.

The respondent shall ensure timeous submissions of the designs and drawings to the relevant Authorities for approvals and permission to proceed, including any negotiations in this regard.

##### **4.2 Procurement, supply and delivery to site**

The procurement, supply, delivery to site and inspection of the chillers and associated equipment shall be the responsibility of the respondent. The chillers and associated equipment shall be procured directly from the original equipment manufacturer who shall provide the necessary quality control and assurance documentation and warranties for the equipment.

The respondent shall make provision for all plant, equipment and materials required for the complete construction and installation of the chillers and associated equipment.

##### **4.3 Rigging into position**

The respondent shall procure the services of the specialist sub-contractor for the rigging into position the chillers and all other associated equipment. The specialist rigging sub-contractor shall provide the plant, equipment and materials required for the rigging of chillers into position. The rigging operation shall comply with all the legislation requirements, SANS, OHSAct and any other related codes and standards applicable for rigging of equipment in a live and hazardous environment.

##### **4.4 Installation and construction**

The construction works will be performed in a live operational environment. As far as possible, the necessary precautions must be taken to ensure the safety of the airport users and cause minimum disruptions to airport operations. The overall sequence of construction and works shall be managed by the construction manager, through the consultation with the employer and others as and when required. Where possible, investigations and studies shall be carried out to identify suitable routes and simulate the installation procedures in order to minimise clashes and interference with existing infrastructure.

###### **4.4.1 Quality control and quality assurance**

The respondent shall have a well-organised quality control and quality assurance system based on ISO 9000 series. The respondent shall submit a complete quality control and quality assurance system for review and acceptance by the employer.

##### **4.5 Testing and commissioning**

The chillers and associated equipment that forms part of the works shall be subject to the following testing procedures prior to acceptance by the employer;

- Respondent Internal Testing (RIT) – Prior to FAT and SAT; attended by the Supervisor.
- Factory Acceptance Testing (FAT) an inspection prior to delivery to site; attended by employer and supervisor.
- Site Acceptance Testing (SAT) and inspection prior to commissioning on site; attended by employer, supervisor and others.

After completion of each of the acceptance test procedures, the respondent will rectify all deviations and non-conformances.

After completion of the FAT, the respondent will deliver the plant and material to site to the respondent's construction site store.

The plant and material shall be suitably packaged, crated and wrapped as applicable, to protect the plant and material during transportation to delivery address.

4.6 Handover to client

Upon completion of the construction works and correction of all defects on the defect list the respondent shall handover the site back to the client. All the documentation, reports, model, investigations and studies generated during the design development and construction works, including as-built drawings, operations and maintenance manuals shall be handed over to the client.

## **Part E4: Annexures**

### **Annex A: Occupational Health and Safety Specifications**

This specification contains comprehensive occupational health and safety specifications.

#### **LIST OF ABBREVIATIONS**

ACSA	Airports Company South Africa
GAR	General Administration Regulations
GSR	General Safety Regulations
OHSA	Occupational Health and Safety Act 85 of 1993
OHSS	Occupational Health and Safety Specification
SABS	South African Bureau of Standards

#### **1. INTRODUCTION**

##### **1.1 Purpose of the Occupational Health and Safety Specification**

The purpose of the OHSS is to assist Respondents to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Consultants and Respondents achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Respondent from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Respondent failing to comply with the OHSS, i.e. the Respondent remains responsible for achieving the required performance levels.

##### **1.2 Implementation of the Occupational Health and Safety Specification**

This OHSS forms an integral part of the Contract, and Respondents are required to make it an integral part of their Contracts with Sub-Respondents and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will ensure that it is included in the Submission Document(s) issued to prospective Respondents. The prospective Respondents shall incorporate the requirements of the OHSS in their submission of submissions to the Employer.

This specification must be read in conjunction with the OHS Act No 85 of 1993 (as amended), the Regulations as published in Government Gazette No 37305 of 7 February 2014 as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended.

The OHS Act Agreement in this document (Returnable Schedules) must be fully completed by the Respondent.

#### **STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**

##### **2.1 Scope**

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Employer controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on ACSA projects and those affected by the activities taking place in and around them.

## **2.2 Interpretations**

### **2.2.1 Application**

The OHSS contains clauses that are generally applicable to building / construction and that impose proactive controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHSA, Construction regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Respondent's responsibility. The Employer will through the Agents, as appointed, monitor that the Respondent complies with the requirements of the OHSA and will not prescribe to the Respondent how such compliance is achieved.

### **Definitions**

The definitions used will be those set out in the Regulation Gazette No 37305 of 7 February 2014 with the following addition:

**ACSA:** Airports Company South Africa

### **Hazard Identification and Risk Assessment and Risk Control:**

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

### **Health and Safety Management Plan:**

Means a documented plan which addresses the hazards identified and include safe working procedures to mitigate, reduce or control the hazards identified.

### **Induction Training:**

Means once off introductory training on general health and safety issues given to all employees before commencement of work on site.

### **Risk:**

Means the probability or likelihood that a hazard can result in injury or damage.

### **Site:**

Means the area in the possession of the Respondent for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Respondent and approved for such use by the Engineer.

### **The Act:**

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Regulations promulgated there under.

**Respondent:**

The Respondent terminology used in these specifications shall be deemed to cover Principal Respondent, Respondents and Subrespondents.

**3. REQUIREMENTS AT SUBMISSION STAGE**

The Respondent shall make available the following with his completed submission:

A Preliminary Health and Safety Plan as described in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and this specification and will be subject to approval by the Employer. This will include a Hazard Identification and Risk Assessment appropriate to the project, expansion of Annexure D, and a declaration to the effect that he has the competence, completion of Occupational Health and Safety Questionnaire, and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014.

Failure to submit the foregoing with his submission, will lead to the conclusion that the Respondent is not able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the submission being disqualified.

**4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

Prior to the commencement of construction work but not later than 7 days after the award of the contract, the Respondent shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- the use of explosives;
- construction work that will exceed 30 days or 300 person-days;
- excavation work deeper than 1,0 m; or
- working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Returnable Schedules (The Occupational Health and Safety Act) of the submission document. See Annexure A for a copy of the notification.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

**5. GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN****5.01 Background**

In terms of the Construction Regulations [Regulation 5(1)(b)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Respondent, appointed by the Client in terms of Regulation 5(1)(k), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 7(1)(a) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 5(1)(l), the Client and the Respondent are required to agree on the Occupational Health and Safety Plan before any work may commence.

**5.02 Framework for an Occupational Health and Safety Plan****5.02.1 Introduction**

The Respondent must demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to

perform the construction work safely. The Respondent is required to submit, the following documentation for perusal and verification by the Client:

- Management Structure including an organogram – Submission Stage
- Quality Plan – Submission Stage
- Human Resources Plan – Submission Stage
- Registered Workplace Skills Plan
- “Letter of good standing” from the Compensation
- Commissioner or licensed compensation insurer – Submission Stage
- Proof of induction and other training of employees
- Example copies of minutes of previous Occupational Health and Safety Committee meetings and
- copies of Incident Investigation Reports.

#### **5.02.2 Contents of an Occupational Health and Safety Plan**

The Occupational Health and Safety Plan shall include the following:

##### **5.02.2.1 Occupational Health and Safety Management Programme**

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

##### **5.02.2.2 Statement Regarding the Communication and Management of the Work**

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- Arrangements for regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and subrespondents on site
- Handling design changes during the project
- Selection and control of subrespondents
- The exchange of Occupational Health and Safety information between all subrespondents
- Security
- Site induction and on site training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections.
- Incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation Commissioner where appropriate

## **6: APPOINTMENT OF SAFETY PERSONNEL**

### **6.01 Construction Supervisor**

In terms of Section 16 of the Act, the Chief Executive officer of the Respondent may delegate, in writing, part or all of his powers to a suitable person on the site.

The Respondent shall appoint a full-time Construction Supervisor, in writing, in terms of Regulation 8(1) of the Regulations with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where, justified by the scope and complexity of the works.

#### **6.02 Construction safety officer**

In terms of clause 8 of the Regulations the Respondent shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the Bill of Quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract.

#### **6.03 Health and safety Representatives**

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Respondent shall appoint, in writing, a health and safety Representative whenever he has more than 20 employees in his employ on the works. The health and safety Representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety Representatives for a workplace shall be at least one for every 50 employees.

The function of the health and safety Representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Respondent), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Respondent) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

#### **6.04 Health and safety committee**

In terms of Sections 17, 18 and 19 of the Act (OHSA 1993) the Respondent (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety Representatives at a workplace. The persons selected by the Respondent to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Respondent's Representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Respondent and to keep record of meetings, recommendations and reports made by the committee.

#### **6.05 Competent persons**

In accordance with the Construction Regulations the Respondent shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

Risk assessment for construction work (Regulation 9);  
Fall protection (Regulation 10);  
Structures (Regulation 11);  
Temporary works (Regulation 10);  
Excavation (Regulation 13);



Demolition work (Regulation 14);  
 Tunneling (Regulation 15);  
 Scaffolding (Regulation 16);  
 Suspended platform operations (Regulation 17);  
 Rope access work (Regulation 18);  
 Material Hoists (Regulation 19);  
 Bulk mixing plants (Regulation 20);  
 Explosive actuated fastening devices (Regulation 19);  
 Cranes (Regulation 22);  
 Construction vehicle and mobile plant (Regulation 23);  
 Electrical installation and machinery on construction site (Regulation 24);  
 Use and temporary storage of flammable liquids on construction site (Regulation 25);  
 Water environments (Regulation 26);  
 Housekeeping and general safeguarding on construction sites (Regulation 27);  
 Stacking and storage on construction sites (Regulation 28);  
 Fire precautions on construction sites (Regulation 29); and  
 Construction employee's facilities (Regulation 30).

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Respondent from any of his responsibilities to comply with all requirements of the Construction Regulations.

## **7: PROJECT / SITE SPECIFIC REQUIREMENTS**

A list of activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Respondent is given in Annexure D. This list is not to be considered as inclusive and other items must be added as required

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

### **Health risks**

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Exposure to hazardous substances and chemicals used on site.

### **Emergency Procedures**

The Principal Respondent shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The



Principal Respondent shall advise the Client, Agent, Engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

### **First Aid Boxes and First Aid Equipment**

The Principal Respondent and all Respondents shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Respondent shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least, the requirements of the Annexure to Section 3 of the General Safety Regulations. All Respondents with more than five (5) employees shall supply their own first aid box. Respondents with more than ten (10) employees shall have a trained and certified First Aider on site at all times.

### **Personal Protective Equipment (PPE) and Clothing**

The Principal Respondent shall ensure that all workers are issued with and shall wear hard hats, protective footwear and overalls as well as any other necessary PPE as set out in Section 2.3 of the General Safety Regulations. Respondents are encouraged to provide reflective vests for all their staff. The Principal Respondent and all Respondents shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Respondent shall clearly outline procedures to be taken when PPE or Clothing is:

Lost or stolen;  
Worn out or damaged.  
Issued to temporary labour or staff.

The above procedure applies to Respondents and their Sub-respondents, as they are all Employers in their own right.

### **Occupational Health and Safety Signage**

The Respondent shall provide adequate on-site OHS signage. This should include but is not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended.

## **8: HEALTH AND SAFETY FILE**

The Principal Respondent shall in terms of Construction Regulation 7(1)(b) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Principal Respondent shall ensure that all other respondents open similar files in accordance with the Regulations.

The Principal Respondent shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
- All reports of inspections and audits
- All non-conformity reports

- All working drawings, calculations and design where applicable
- Detailed list of sub-respondents with contact details
- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Hazard Identification and Risk Assessments carried out for the project
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations

**Annexure B is a list of the records to be kept on site.**

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Respondent by any respondents together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

## **9: RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Principal Respondent shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

Risk is a measure of the likelihood that the harm from a particular hazard will be realised, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Principal Respondent shall compile method statements to address or handle the following:

Hazards particulars to the contract  
Identify what could go wrong and how  
Identify the likelihood of this happening  
Identify the persons at risk  
Identify the extent of possible harm  
Eliminating or reducing this risk  
A monitoring plan  
A review plan

Respondents must ensure that all subrespondents conduct risk assessments for their scope of work as well. All risk assessments shall be updated and re-evaluated with any extra works or with any change to the scope of the works.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subrespondents, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Respondent.

## **10: ARRANGEMENTS FOR MONITORING AND REVIEW**

The Client and/or Agent will conduct a Monthly, or at greater frequency, Audit to audit compliance with Construction Regulation 5(1)(n) and (o) to ensure that the Respondent has implemented and is maintaining the agreed and approved OH&S Plan. Annexure C will be used as format when conducting the audit.

**The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.**

A representative of the Respondent must accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

## **RECORDS TO BE KEPT ON SITE**

<b>ITEM</b>	<b>CR</b>	<b>RECORD TO BE KEPT</b>	<b>RESPONSIBLE PERSON</b>
1.	4(1)	Notification to Provincial Director – Annexure A Available on site	Respondent
2.	4(1)(m)	Copy of Principal Respondent's Health & Safety Plan Available on request	Client (Consultant)
3.	7(1)(d)	Copy of Principal Respondent's Health & Safety Plan As well as each Respondent's Health & Safety Plan Available on request	Principal Respondent
4.	7(2)(b)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Respondent
5.	7(1)(e)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Respondent
6.	7(1)(f)	Comprehensive and Updated List of all Respondents on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Respondent
7.	8(5)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6(6)] at design stage or on the Health & Safety Plan	Respondent
8.	9(6)	Risk Assessment Available on site for inspection	Respondent
9.	7(7)	Proof of Health & Safety Induction Training	Every Employee on site
10.	10(3)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	Respondent
11.	9(2)(b)	Inform Respondent in writing of dangers and hazards relating to construction work	Designer of Structure
12.	11(1)(c)	All drawings pertaining to the design of structure On site available for inspection	Respondent
13.	11(2)(a) and (b)	Record of inspection of the structure [First 2 years – once every six (6) months, thereafter yearly]	Owner of Structure
14.	11(2)(c) and (d)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	12(3)(c)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Respondent

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
16.	13(2)(h)	Record of excavation inspection On site available on request	Respondent
17.	17(11)	Suspended Platform inspection and performance test records Kept on site available on request	Respondent
18.	19(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Respondent
19.	19(8)(d)	Maintenance records for Material Hoist Available on site	Respondent
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Respondent
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Respondent
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Respondent
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Respondent
24		Copies of all appointments made in regard to safety supervisors and inspectors	Respondent

## **Annex B: ACSA Construction Environment Management Plan – EMS 050**

### **1. Background**

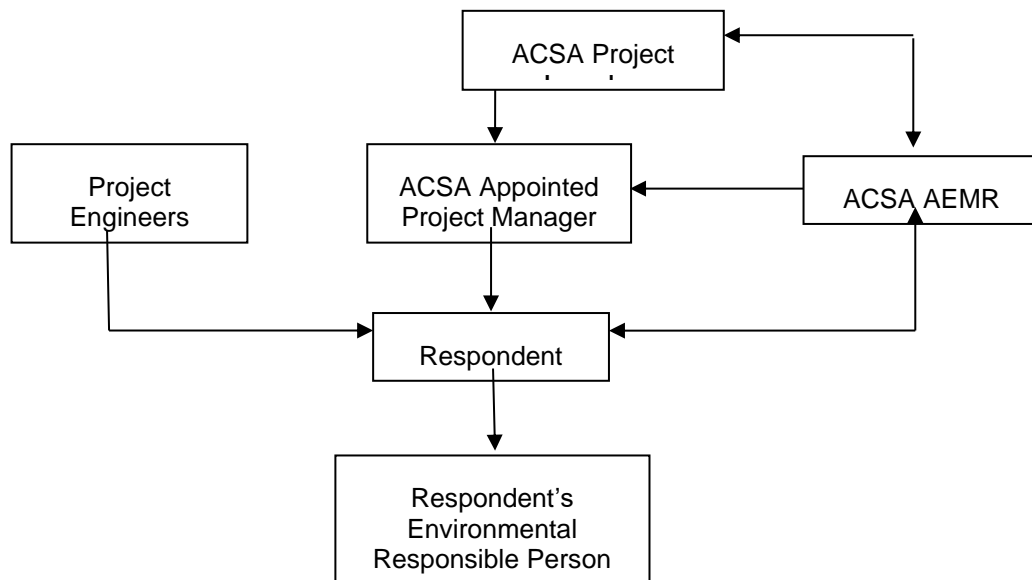
The purpose of this Environmental Management Plan (EMP) is to co-ordinate mitigation, rehabilitation, and monitoring measures of construction projects at ACSA airports such that environmental pollution and risks are minimized as far as possible.

This EMP is provided to respondents at the submission stage to ensure all costs associated with this EMP can be appropriately costed.

### **2. Organisational Structure**

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

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



#### **2.1 ACSA Project Leader**

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

## **2.2 Project Manager (PM)**

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

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

## **2.3 Respondent**

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

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

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

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

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

## **2.4 Respondent's Environmental Responsible Person**

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

- Develop a system to ensure that the EMP and Environmental Method Statements are effectively implemented;

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

## **2.5 ACSA's AEMR shall:**

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

## **3. Environmental Specifications**

### **3.1 Location of camp and depot**

- The Respondent's Camp and Materials Storage Area shall be located at a position approved by the AEMR. No site staff other than security personnel shall be housed on site.
- The Respondent shall provide water and/or washing facilities at the Respondent's Camp for personnel.
- The Respondent's Camp and Materials Storage Area shall be kept neat and tidy and free of litter.

### **3.2 Demarcation of the site & access**

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

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

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

### **3.3 Traffic control & safety**

Traffic control and safety shall be done in accordance with the South African Traffic Safety Manual, with the relevant signs, flagmen, barriers, etc. being provided at the various access points. Traffic control shall be done in co-operation with local traffic officials. All laws and regulations applicable on the public road system are enforceable on the construction site. Due to the activities involved in the construction phase, trucks and other related vehicles will be using the roads leading to the site. These vehicles will need to be roadworthy



and abide by the speed limits. The Environmental Management Plan for the construction phase should monitor the impact on current traffic by additional construction vehicles to ensure noise, safety and dust issues are kept to a minimum.

### **3.4 Ablution facilities**

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

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

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

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

### **3.5 Domestic waste water**

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

### **3.6 Environmental training**

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

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

- All personnel working on the construction site must attend an environmental awareness training workshop conducted by the Environmental Responsible Person prior to commencing work on site. The purpose of the workshop is to provide staff with the information they require to enable them to meet the requirements of the EMP. The Environmental Responsible Person may call upon the services of a specialist environmental education translator should this be required. Respondents, sub-respondents and all their staff must attend.
- The Environmental Responsible Person shall keep a register of all personnel attending the environmental awareness training workshops; attendance records must be filed and available on site.
- All staff must be trained in emergency response procedures; attendance records must be filed and available on site.



- Environmental awareness posters are to be displayed on site. Environmental 'do's and don'ts' must be clearly illustrated. The posters shall use pictures to convey the intended message and any explanatory text will be in English and the local dialect.

### **3.7 Solid waste management**

- Solid waste includes construction debris (e.g. packaging materials, timber, cans etc.) waste and surplus food, food packaging etc.
- The Respondent shall institute an on-site waste management system that is acceptable to the AEMR in order to prevent the spread of refuse within and beyond the site. The Respondent is reminded that wind velocities on the construction site can be extremely high.
- All waste shall be collected and contained immediately. The Respondent shall institute a weekly clean-up of the site. This daily/weekly clean up shall be for the Respondent's account.
- The Respondent shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is essential. The bins shall be provided with lids and an external closing mechanism to prevent their contents from blowing out. The Respondent shall ensure that all waste is deposited by his employees in the waste bins for removal by the Respondent. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites.

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

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

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

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

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

### **3.8 Protection of fauna and flora**

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

### **3.9 Protection of archaeological and palaeontological sites**

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

### **3.10 Water pollution prevention & management**

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

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

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

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

### **3.11 Stormwater control**

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

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

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

### **3.12 Water resource management**

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

### **3.13 Pollution prevention and remediation**

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

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

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

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

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

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

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

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

### **3.14 Servicing/fuelling of construction equipment**

Servicing and fuelling should preferably occur off site.

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

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

### **3.15 Fuels and Chemicals**

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

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

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

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

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

### **3.16 Fuel & Hazardous Materials Storage**

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

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

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

In addition, the following must be implemented:

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

### **3.17 Dust control**

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

### **3.18 Noise control**

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

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

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

### **3.19 Emergency procedures**

The Respondent shall ensure that emergency procedures are set up prior to commencing work. Emergency procedures shall include, but are not limited to, fire, spills, contamination of the ground, accidents to

employees, use of hazardous substances, etc. Emergency procedures, including responsible personnel, contact details of emergency services, etc. shall be made available to all the relevant personnel and shall be clearly demarcated at the relevant locations around the site.

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

### **3.19.1 Fires**

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

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

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

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

No smoking will be permitted on the site except for within a designated area in the site camp. Suitable firefighting equipment must be readily available in this area.

The Respondent must ensure that the contact details of the nearest Fire Department are displayed on site (together with other emergency services) and that all persons involved with the project know the location of these numbers on site.

## **4. Site clearance and rehabilitation**

### **4.1 Removal of topsoil**

Following removal of vegetation from the site, all topsoil shall be removed (up to a maximum of 30 cm depth) and stockpiled for re-use in subsequent rehabilitation and landscaping activities. The stockpiles shall not be higher than 2 m in order to minimise composting. The stockpiles of topsoil shall be located in an area agreed with the AEMR.

### **4.2 Stabilisation of steep slopes**

The disturbance of steep slopes, for example by the removal of vegetation, may result in slope instability and erosion by rain and surface run off. The Respondent shall ensure that slopes that are disturbed during construction are stabilised to prevent erosion occurring. Any erosion that does occur must be reinstated at the Respondent's cost.

### **4.3 Rehabilitation**

The Respondent shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into open space or buffer zones, as well as all spoiling. The Respondent shall revegetate such areas in accordance with the specification provided below.

The Respondent shall stabilise, by straw rotovation or other, any areas that are cleared or disturbed for construction purposes which are not going to be incorporated into open space or buffer zones (i.e. areas that will be subsequently developed by another party).

All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site or on any other land not owned by ACSA.

#### **4.4 Landscaping and preparation for re-vegetation**

Areas that require reshaping shall be cut, filled and compacted so as to follow the contours of the surrounding landscape. Topsoil removed from the area initially shall be replaced. Care must be taken not to mix the topsoil with the subsoil during shaping operations. Should a crust form on the soil before revegetation is commenced, the Respondent shall, at his own cost, loosen the crust by scarifying to a depth of 150 mm.

### **5. Management and monitoring**

This section focuses on the systems and procedures required to ensure that the environmental specifications are effectively implemented. Emphasis is on monitoring and penalties, aimed at ensuring compliance with this document.

#### **5.1 General inspection monitoring and reporting**

The Environmental Responsible Person shall:

- Inspect the site on a daily basis to ensure that the environmental specifications are adhered to.
- Maintain a record of major incidents (spills, impacts, complaints, legal transgressions etc.) as well as corrective and preventive actions taken.
- Conduct regular internal audits (at least weekly) to ensure that the system for implementation of the EMP is operating effectively and keep records of these audits.
- Conduct monthly meetings for the duration of the project. These will be attended by the Environmental Responsible Person, Respondents Resident Engineers and sub-respondent representatives, and will be minuted and available for audit. The agenda will cover compliance with the EMP and environmental method statements, results of audits, non-compliances and corrective and preventative actions with agreed dates, and environmental queries.

#### **5.2 Penalties**

Penalties may be imposed by the AEMR on Respondents who are found to be infringing these specifications. The Respondent shall be advised in writing of the nature of the infringement and the amount of the penalty. The Respondent shall determine how to recover the fine from the relevant employee and/or sub-respondent. The Respondent shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and shall advise the AEMR accordingly.

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

Penalties may range between R200.00 and R20, 000.00, depending upon the severity of the infringement. The decision on how much to impose will be made by the AEMR and will be final. In addition to the penalty, the Respondent shall be required to make good any damage caused as a result of the infringement at his own expense.

A preliminary list of infringements for which penalties will be imposed is as follows:

- Moving outside the demarcated site boundaries;
- Littering of the site and surrounds;
- Burying waste on site and surrounds;
- Smoking in the vicinity of fuel storage and filling areas and in any other areas where flammable materials are stored/used;
- Making fires outside designated areas;
- Defacement of natural features;
- Spillage onto the ground of oil, diesel, etc.;
- Picking/damaging plant material;
- Damaging/killing wild animals; and
- Additional fines as determined by the AEMR and added to this list.

The AEMR may also order the Contractor via the ACSA Project Leader to suspend part or all the works if the Contractor repeatedly causes damage to the environment by not adhering to the EMP. The suspension will be enforced until the offending actions, procedure or equipment is corrected. No extension of time will be granted for such delays and all costs will be borne by the Contractor.



## Annex C: 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;

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.

## **Annex E: DRAWINGS**

1. Layout of the chiller plants

**SECTION A-A**

**SECTION B-B**

**SECTION C-C**

**SECTION D-D**

**TYPICAL SECTION E-E**

**TYPICAL SECTION F-F**

**SECTION G-G**

**EQUIPMENT SCHEDULE**

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	Chiller	4	kW	4x 1000 kW
2	Pump	4	kW	4x 100 kW
3	Valve	10	mm	10x 100 mm
4	Control Panel	1	mm	1x 1000 mm
5	Pipe	100	mm	100x 100 mm
6	Flange	10	mm	10x 100 mm
7	Elbow	10	mm	10x 100 mm
8	Reducer	10	mm	10x 100 mm
9	Gate Valve	10	mm	10x 100 mm
10	Check Valve	10	mm	10x 100 mm
11	Isolation Valve	10	mm	10x 100 mm
12	Pressure Gauge	10	mm	10x 100 mm
13	Temperature Gauge	10	mm	10x 100 mm
14	Pressure Switch	10	mm	10x 100 mm
15	Temperature Switch	10	mm	10x 100 mm
16	Control Cable	10	mm	10x 100 mm
17	Power Cable	10	mm	10x 100 mm
18	Isolation Valve	10	mm	10x 100 mm
19	Check Valve	10	mm	10x 100 mm
20	Isolation Valve	10	mm	10x 100 mm

**CHILLER PLANTROOM LAYOUT**

Scale: 1:100

North Arrow

## DOMTEX CHILLER PLANT LAYOUT

