

TENDER DOCUMENT

FOR

**The Automated Weather Observation System
Refurbishment at OR Tambo International Airport**

Tender Reference Number: ORTIA7036/2022/RFP

November 2022

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

Note:

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

VOLUME 1

NAME OF TENDERER:

TENDERER'S DETAILS

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

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** The Automated Weather Observation System Refurbishment at OR Tambo International Airport.

Tender Document Availability

Tender document is available from **15 November 2022** for free download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>) and ACSA Tender Bulletin website - <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>

Kindly print and complete.

Queries relating to the issue of these documents may be addressed to Mr. Potso Makgatho

E-mail address: potso.makgatho@airports.co.za

Closing date for enquiries is **08 December 2022 close of business day (16H30).**

Compulsory Tender Briefing Session

- Briefing Date: **24th November 2022**
- Briefing Time: **10H00 AM (South African Time)**
- Briefing Venue: **MEDIA ROOM (Next to the Post Office), O R Tambo International Airport.**

Failure to attend the Compulsory Briefing session will result in the disqualification of the bidder at Mandatory Requirements stage.

Physical Tender Submission and Closing Date

- Tender Closing Date: **14th December 2022**
- Tender Closing Time: **10H00 AM (South African Standard Time)**

Tender Closing Venue: **Tender C, 3rd floor, Tender Office, ACSA offices, O R Tambo International Airport**

No late tenders will be accepted.

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

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

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

T1.2 Tender Data

Clause Number	Tender Data
C.1	GENERAL
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p>Part T2: Returnable Document</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>Part C2: Pricing Schedule</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity Schedule with Price List</p> <p>Part C3: Service Information</p> <p>Part C4: Site information</p>
C.1.4	<p>The Employer's Agent is: Potso Makgatho</p> <p>Email address: potso.makgatho@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <ol style="list-style-type: none"> due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. funds are no longer available to cover the total envisaged expenditure; or no acceptable tenders are received. there is a material irregularity in the tender process. <p>C1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p>

	<p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>

C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a non-compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p>

	<p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: ACSA North Wings Offices International Terminal Building 3rd Floor O. R. Tambo International Airport TENDER BOX C</p> <p>Physical address: ACSA North Wings Offices International Terminal Building 3rd Floor O. R. Tambo International Airport</p> <p>Identification details: Bid Ref. No: ORTIA7036/2022/RFP</p> <p>Title: The Automated Weather Observation System Refurbishment at OR Tambo International Airport</p> <p>Closing Date: 14th December 2022 at 10:00am</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.</p>
C.2.20	<p>Submit securities, bonds and policies</p>

	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	There will NOT be public opening of tenders after the closing date.
C.3.7	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. (check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p>

	<p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <ul style="list-style-type: none"> a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>
C.3.11	<p>Test for Responsiveness (as per clause C.3.8)</p> <p>Stage 1 Pre-Qualification</p> <p>In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.</p> <p>Accordingly, only the bidders with a minimum B-BBEE status Levels One (1), Two (2), Three (3) and Four (4) are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted. Please refer to returnable document Form A3.</p> <p>A bidder that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated</p> <p>Stage 2 Mandatory Administration Criteria</p> <ul style="list-style-type: none"> (a) Completed in full and signed Form of offer C1.1. (b) Letter of Good standing with workman's compensation commissioner COIDA. Returnable document B6 (c) Completed in full and signed Declaration of Interest (SBD 4).

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

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

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

Stage 3 Functionality Evaluation Criteria

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

- 1) Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **77 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.

Functionality / Technical Evaluation

The evaluation process will be based on threshold criteria and will be as follows:

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Quality Score		
Tenderer's resource proposal	30	Qualifications	15	10
		Year of experience in similar works	15	9
Company Experience and References	30	Company Experience and References	30	18
Product Functionality	40	Warranty, Guarantee and OEM Letter of Support	30	30
		Proposed Project Schedule	10	10
Totals	100		100	77

- **It should be further noted that a minimum qualifying score per criteria must be met as set out in this bid document.** Only tenderers scoring the minimum for each sub criterion of functionality will be considered for further evaluation on Price and B-BBEE
- Bidders must demonstrate clear and concise understanding of this criteria relative to scope of work and deliverables in order to earn points.

The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA's decision in this regard will be final.

Functionality breakdown

Bidders are to list the relevant experience, in terms of undertaking prior works relevant AND/OR similar to the apron drive passenger loading bridges (including but not limited to hydraulic system, electrical and control systems,) in the Schedule of the Bidder's Experience and References in Part T2.2 of this document. Bidders need to indicate that projects have been successfully completed.

Qualifications - 30 (Proof of qualification should be attached to the resource's CV) – All foreign and technical qualifications provided must be SAQA-approved/accredited

(Note: Number in the brackets below are points allocated)

Site Manager (Max 5 Points and Min 4 points)

Role	Qualification <i>(Number in the brackets are points allocated)</i>	Score
Site Manager	1. N6 Certificate in instrumentation and control / Electrical / Electronics (3 points) OR	3
	2. S4 Diploma or higher qualification in Instrumentation and control / Electrical / Electronics (3 points) AND	
	3. Any OHS Training certificate (1 points) OR	1
	4. Any Project Management certificate (1 points)	1
	Neither of the above	0
Maximum score		5
Minimum score		4

NB: All minimum threshold per resource must be met to be evaluated further

Electrician: (5 points Max and 3 points Min)

Role	Qualification	Score
Electrician	1. Electrical Trade test and Wireman's license (3 points) OR	3
	2. Electrical Trade test and Wireman's license and Any OHS Training certificate (5 points)	5
	Neither of the above	0
Maximum score		5
Minimum score		3

NB: All minimum threshold per resource must be met to be evaluated further

Electrical Assistant: (Max 5 points and Min 3 points)

Role	Qualification	Score
Electrical Assistant	1. N 2 in electrical (3 points) OR	3
	2. N 3 and above in Electrical (5 points)	5
	Neither of the above	0
Maximum score		5
Minimum score		3

NB: All minimum threshold per resource must be met to be evaluated further

Years of Experience – 15 (Proof of similar or relevant experience should be included in the resources' CV)

Site Manager/Technician: (5 Max pints and Min 3 Points)

Role	Experience	Score
Site Manager/Technician	1. At least 2 years supervisory Experience (2 points) AND At least 2 years working with Weather observation systems (1 point) OR	3
	2. Above two (2) years supervisory Experience (3 points) AND more than 2 years working on Weather observation systems (2 points)	5
	No relevant experience	0
Maximum score		5
Minimum score		3

NB: All minimum threshold per resource must be met to be evaluated further

Electrician: (5 points Max and 3 points Min)

Role	Experience	Score
Electrician	1. At least 2 years' experience post trade test qualification (3 points) OR	3
	2. Above two (2) years' experience post trade test qualification (5 points)	5
	No relevant experience	0
Maximum score		5
Minimum score		3

NB: All minimum threshold per resource must be met to be evaluated further

Electrical Assistant: (5 points Max and 3 points Min)

Role	Experience	Score
Safety Officer	1. At least two (2) years' experience post qualification (3 points) OR	3
	2. Above two (2) years' experience post qualification (5 points)	5
	No relevant experience	0
Maximum score		5
Minimum score		3

NB: All minimum threshold per resource must be met to be evaluated further

Company Experience and References – 30 (Proof of previous work of at least **three (3)** references of the tendering entity with experiencing in automated weather observation systems, were previously done or are currently ongoing performed, submitted on the client's letterhead, describing the type of work and reference number or purchase order)

2 Reference or less	0
3 References	18
4 References or more	30
Maximum score	30
Minimum score	18

NB: All minimum threshold per resource must be met to be evaluated further

- All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.
- No duplication of personnel per resource description

PRODUCT FUNCTIONALITY

PRODUCT FUNCTIONALITY	40 Points
Warranty & Guarantee and OEM Letter of Support	Product proof of warranty, Guarantee, OEM letter of support (state in the letter product life span for the series), = 30 points
	NO, Product proof of warranty, Guarantee, OEM letter of support (state in the letter product life span for the series), = 0 points
Proposed Project Schedule	Submit a schedule in a Gantt Chart, with Activities, Critical Path, duration must be less than 12 months = 10 points
	No Gantt Chart/Activities/Critical Path/more than 12 months = 0 points

Stage 5 Determine acceptability of preferred tenderer:

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

- Unduly high or unduly low tendered rates or amounts in the tender offer.

- Contract data provided by the tendered; or
- The contents of the tender returnable which are to be included in the contract.

Stage 6 Price and BBBEE (80/20)

- (a) Tenderers will be evaluated and adjudicated by the Employer using “The 80/20 preference point system” which awards points on the basis of:
- The Tendered price (as per form of offer) – 80
 - BBBEE – 20
- (b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.
- (c) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points (80/20)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.

C.3.12 **Insurance provided by the employer**
Refer to Contract Data

C.3.13 C.3.13 Acceptance of tender offer

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

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

	<p>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</p> <p>e) complies with the legal requirements, if any, stated in the tender data; and</p> <p>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
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Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1 (Chosen option)

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may

issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

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

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the

tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

C.2.13.8 Accept that the employer will not assume any responsibility for the

misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item

prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

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

and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons

conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

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

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

AIRPORTS COMPANY SOUTH AFRICA

TENDER REF. No: ORTIA7036/2022/RFP

Part T2: Returnable Documents

T2.1: List of Returnable Document

The tenderer must complete the following returnable documents:		Completed (tick)
1	Returnable Schedules required for tender evaluation purposes only	
	A1: Record of Addenda to Tender Documents	
	A2: Certificate of Authority for Signatory	
	A3: Certificate of Authority for Joint Ventures (where applicable)	
	A4: Schedule of the Tenderer's Recent Experience related to this Project	
	A5: Completion Certificates of Previous Projects Completed	
	A6: Client reference letters on clients' letterhead of Previous Projects Completed	
	A7: Proof of Contract references of Previous Projects Completed	
	A8: Schedule of Current Commitments	
	A9: SBD 4: Declaration of Interest	
	A10: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A11: SBD 6.2 (Declaration for local content and production for PPPFA designated sectors	
	A14: Proof of registration as an electrical contractor with the Department of Labour for the bidding entity or the nominated Electrical Contractor.	

2	Other documents required only for tender evaluation purposes	
	B1: Proof of registration for Contractor's WCA registration and or COID	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board	
	B3: An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B5: Central Supplier Database (CSD) proof of registration.	
	B6: Equipment drawings (wiring, connection, layout, etc)	
	B7: Dimensional drawings showing the dimensions of equipment to be supplied by the contractor.	
	B8: Manufacturing programme. (to be incorporated in the Project Schedule required in the Functionality Criteria)	
3	Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
	C1.1 Form of Offer and Acceptance	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Subcontractors	
	C3: Subcontractor's Supporting Documents (Not Applicable)	
	C4: Plant and Equipment	
	C5: A certified copy of B-BBEE Verification Certificate	
	C6: CV's of key personnel	
	C7: Certified Certificates of Qualifications of Key Personnel.	
	C8: Occupational Health and Safety Questionnaire	
	C9: Schedule of Information to be provided by Tenderer	
	C10: Proposed Amendments and Qualifications	

FORM A1. Record of Addenda to Tender Documents

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Form A2: Certificate of Authority for Signatory

- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

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

Mr/Ms

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **ORTIA7036/2022/RFP** and any contract which may arise there from on behalf of

(block capitals)

Signed on behalf of Company:

In his/her capacity as:

Date: Signatory of Authority:

Witnesses:

.....
Signature Signature

.....
Name (print) Name (print)

Attach:

- **Bank reference Letter**

Signed		Date	
Name		Position	
Tenderer			

FORM A3. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Signed		Date	
Name		Position	
Tenderer			

FORM A4. Schedule of the Tenderer's Recent Experience related to this Project

Bidders should very briefly describe his or her experience in this regard and attach this to this schedule. See format below

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

Employer, contact person and telephone number	Principal Agent (Name, Tel No, Contact Person)	Description of works/ Project Name	Value of work inclusive of VAT (Rand)	Date started	Date completed	COMPLETION CERTIFICATE OR CLIENT REFERENCE LETTER	
						YES	NO

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

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

Signed		Date	
Name		Position	
Tenderer			

FORM A5 Certified Copies of Completion Certificates of Previous Projects Completed

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

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

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

Signed		Date	
Name		Position	
Tenderer			

FORM A6 Certified Copies of Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.

A minimum of three (3) reference letters required from the client bodies/Principal Agent.

Reference letter of the Bidding entity/entities must have the following as a minimum

- 1) Referee Company letter head.**
- 2) The order number or contract reference number.**
- 3) The description of works performed by the bidder.**
- 4) The value of the works performed by the bidder.**
- 5) The start and end date of the works performed by the bidder, in the format Month and Year.**

N.B All this information in the bidders' reference letter must support information populated in forms.

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

Signed		Date	
Name		Position	
Tenderer			

Form A7: Schedule of Current Commitments

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

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

Signed		Date	
Name		Position	
Tenderer			

SBD 4**A9. DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
...
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or

- constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

.....

.....

.....

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

YES / NO

2.8.1 If so, furnish particulars:

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

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

YES / NO

2.9.1 If so, furnish particulars.

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

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Number	Employee / Persal Number

4 DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

A10. SBD 6.1

A10. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

a) The 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- ## 2. DEFINITIONS

- ### 3. POINTS AWARDED FOR PRICE

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

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS
.....
.....



A.11 SBD 6.2

A11 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

Description of services, works or goods

Stipulated minimum threshold

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

YES		NO	
-----	--	----	--

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

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

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

SIGNATURE: _____ **DATE:** _____

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

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

A14 Proof of registration as an electrical contractor with the Department of Labour for the bidding entity or the nominated Electrical Contractor

Signed		Date	
Name		Position	
Tenderer			

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

Bank Report on : *(Tenderers Name)*
 Account No :
 Bank :
 Branch Code :
 Amount : *(Tender Value)*
 Duration : *XX months (excluding special non-working days)*

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

<input type="checkbox"/>	A	UNDOUBTED FOR INQUIRY
<input type="checkbox"/>	B	GOOD FOR AMOUNT QUOTED
<input type="checkbox"/>	C	GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS
<input type="checkbox"/>	D	FAIR TRADE RISK
<input type="checkbox"/>	E	FIGURE CONSIDER TOO HIGH
<input type="checkbox"/>	F	FINANCIAL POSITION UNKNOWN
<input type="checkbox"/>	G	OCCASIONALLY DISHONOURED
<input type="checkbox"/>	H	FREQUENTLY DISHONOURED



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

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

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

B6: Equipment drawings (wiring, connection, layout, etc)

B7: Dimensional drawings showing the dimensions of equipment to be supplied by the contractor.



B9: Quality control plan.

B10: QA Requirement C3.1 Annexure C

B12: Technical Datasheet C3.1 Annexure B

Form C1: Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

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

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
--------	--	------	--

Name		Position	
<i>Enterprise name</i>			

Form C2: Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

.....

.....

.....

Signed		Date	
Name		Position	
Tenderer			

FORM C3: A certified copy of B-BBEE Verification Certificate

1. Valuation of preference points is based on tenderer's B-BBEE verification certificate:
 - a) The certificate shall have been issued by:
 - i. A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date
 - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.
2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
 - a) The verification certificate shall identify:
 - i. The name and *domicilium citandi et executandi* of the tenderer
 - ii. The registration and VAT number of the tenderer
 - iii. The dates of granting of the B-BBEE score and the period of validity
 - iv. The expiry date of the verification certificate
 - v. A unique identification number
3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
 - a) The name and/or mark/logo of the B-BBEE verification agency.
 - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
 - c) The B-BBEE status level
 - d) The SANAS or IRBA logo on the verification certificate.
 - e) The B-BBEE procurement recognition level.
 - f) The score achieved per B-BBEE element.
 - g) The % black shareholding.
 - h) The % black woman shareholding.
 - i) The % black persons with disabilities.
4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

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

Signed		Date	
Name		Position	
Tenderer			

FORM C4. The CV's of key personnel

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

Bidders are required to demonstrate the following:

- **Composition of team structure** including roles & responsibilities and time allocation (i.e. full time vs part time)
- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum key team members as stated below need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member).

- 1. Site Manager**
- 2. Electrician**
- 3. Electrical Assistant**

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

Site Manager	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant works: It is to be noted that 'relevant projects' refers to apron drive passenger loading bridges.</p> <p><u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p>	

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the Tender Data, Part T1.2, Clause C3.11

Commitment to the Project

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

Electrician	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant projects: It is to be noted that 'relevant projects' refers to apron drive passenger loading bridges..</p> <p><u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p>	

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

Commitment to the Project

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

Electrical Assistant	
Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	
<p>Key experience in relevant projects: It is to be noted that 'relevant projects' refers to apron drive passenger loading bridges..</p> <p><u>Project 1 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 2 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p> <p><u>Project 3 Name:</u> Start: Completion: Client: Outline of Responsibilities and Duties:</p>	

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

Commitment to the Project

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

FORM C5: Certified Certificates of Qualifications of Key Personnel.

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

- **All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority.**
- **No duplication of personnel per resource description**

Signed		Date	
Name		Position	

Tenderer	
----------	--

Form C6. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> Periodical work area inspection Regular Health and Safety meetings with personnel 		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	SHE TRAINING	YES	NO
2.1	Is training provided to employees at the following stages?		
	<ul style="list-style-type: none"> When joining the company When changing jobs within the company When new plant or equipment needs to be operated 		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	<ul style="list-style-type: none"> First line supervisors 		

	Middle and top management				
	Please describe				
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?				
	When is this done and how is it achieved?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training is provided and at what intervals?				
	Please list examples				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?				
	Please list most recent courses				
	Does this include refresher training?				
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?				
	Please describe				
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?				
	Please give examples of plant /equipment covered				
3.3	Is there record of inspection?				
	Where is it kept?				
	Are you able to supply copies of these inspection records if required?				
3.4	How is plant and equipment, which has been inspected identifies as being safe to use?				
3.5	Do you evaluate the SHE competence of all sub-contractors?				
	Please describe how this is achieved and how the results are monitored				
4.	SHE INSPECTIONS			YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?				
4.2	Are records of these inspections kept and available?				

4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?			
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored?			
	Please provide examples of the above			
5.	RULES AND REGULATIONS		YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?			
	Do these cover			
	<ul style="list-style-type: none"> • General rules • Project rules • Specific task rules 			
5.2	Do these rules include permit to work system (as applicable)			
5.3	Do you have experience of project SHE plans?			
	Please give examples of where these have been used			
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?			
6	RISK MANAGEMENT		YES	NO
6.1	Have the following, involved in the execution of your work, been identified?			
	<ul style="list-style-type: none"> • Hazards affecting health and safety? • The groups of people who might be affected? • An evaluation of the risk from each significant hazard? • Whether the risks arising are adequately controlled? 			
6.2	Are these findings and assessments recorded?			
6.3	How often are they reviewed?			
	Please list the time frame e.g. years			
6.4	For what processes/risk is personal protective equipment issued?			
	Process/Risk	Type of PPE		
	Do you have a copy of the issue lists for PPE available on request?			
7	EMERGENCY ARRANGEMENTS		YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?			
	Are these communicated to your sub-contractors?			
7.2	What provision have you made for first aid?			
	E.g. Trained First Aiders			

Confidential

10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

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

Declaration

I/wedeclare that the above information provided is correct.

Signed		Date	
Name		Position	
Tenderer			

Form C7: Schedule of Information to be provided by Tenderer

1. Company details:	Registered Address: Contact Person: Telephone: Fax:
2. Shareholders	Names/Percentages of holdings:
3. Bankers	Name of Account Holder: Bank: Branch: Account Number: Bank and branch contact details:
4. Turnover	Approximate turnover for each of the past three years: 2018: 2019: 2020:
5. Management and Manpower Resources	Supervisors: Labourers: Other: Name of Supervisor to be allocated to this contract:
6. Construction Equipment (Value in R)	Equipment owned by Company: Own workshop/stores (location):

Signed		Date	
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Name		Position	
Tenderer			

Form C8: Proposed Amendments and Qualifications

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

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

Page	Clause item	or	Proposal

Signed		Date	
--------	--	------	--

Name		Position	
Tenderer			

Form C9: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

("Airports Company")

of

Riverwoods Office Park

24 Johnson Road

Bedfordview

Johannesburg

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 a confidential nature of the disclosing party, in whatever form it may be;
- 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
- 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
- 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
- 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
- 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
- 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;

- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “the parties” – the Airports Company and _____.

2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

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

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

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

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

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

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

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

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is

disclosed or made available shall have agreed to be bound by all the terms of this agreement,

and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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

5. **COPIES**

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

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

5.2.1 where copies of the confidential Information are held;

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

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

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

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

7. **DURATION**

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

8. **TITLE**

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



9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

11. **DOMICILIUM**

- 11.1 The parties choose as their *domicilium* the addresses indicated in the heading to this agreement for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement.
- 11.2 Each of the parties shall be entitled from time to time, by written notice to the other, to vary its domicile to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
 - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
 - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 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. _____

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for the

The AWOS Upgrade / Refurbishment Project at the O.R. Tambo International Airport

The Contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The total offered amount due inclusive of VAT is	R
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal F]. In the event of any conflict between the amount above and the Pricing Data [Subtotal F], the former shall prevail.)

for the Contractor

Signature

Date

Name

Capacity

(Name and address of organisation)

Name and signature of witness signature

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

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
 - Part C2: Pricing data and Price List
 - Part C3: Service information.
 - Part C4: Site information
- and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

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

for the Employer

Signature Date

Name Capacity

**Airports Company South Africa,
3rd Floor ACSA North Wing Offices
O R Tambo International Airport
Kempton Park
1627**

Name of
witness signature

Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....
.....
.....
2 Subject .....	.....
Details .....	.....
.....
.....
.....
3 Subject .....	.....
Details .....	.....
.....
.....
.....
4 Subject .....	.....
Details .....	.....
.....
.....
.....
5 Subject .....	.....
Details .....	.....
.....
.....

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

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

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <p>dispute resolution Option and secondary Options</p> <p>of the NEC3 Engineering and Construction Contract, June 2005 (ECC3) (with amendments June 2006)</p>	<p>B: Priced contract with bill of quantities</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation</p> <p>X7: Delay damages</p> <p>X13: Performance Bond</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Ltd. (Reg no: 1993/004149/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at OR Tambo International Airport
10.1	The <i>Project Manager</i> is: (Name)	

Address **Aiports Company South Africa
O R Tambo International Airport
ACSA Admin. Building
3rd Floor North Wing Offices
Kempton Park
1627**

Tel

Fax

e-mail

10.1	The <i>Supervisor</i> is: (Name)	
	Address	Aiports Company South Africa O R Tambo International Airport ACSA Admin. Building 3rd Floor North Wing Offices Kempton Park 1627
	Tel No.	
	Fax No.	
	e-mail	
11.2(13)	The <i>works</i> are	AWOS Upgrade Project at O.R. Tambo International Airport.
11.2(14)	The following matters will be included in the Risk Register	None
11.2(15)	The <i>boundaries of the site</i> are	OR Tambo International Airport
11.2(16)	The Site Information is in	Part 4: Site Information
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week

2 The *Contractor's* main responsibilities

Data required by this section of the core clauses is provided by the *Contractor* in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.

3 Time

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	To be confirmed but intended is 30 June 2022	
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1 | Airfield	24Hours 7days a week
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	The Contract Date (11.2(4))	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	

4 Testing and Defects

42.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i> .
43.2	The <i>defect correction period</i> is	4 weeks

5 Payment

50.1	The <i>assessment interval</i> is	between the 20 th day of each successive month and the end of the month
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	30 days from date of invoice.
51.4	The <i>interest rate</i> is	(i) 0.5 percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by South Africa's four largest Banks and

(ii) the LIBOR rate applicable at the time for amounts due in other currencies.

6 Compensation events

60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p>OR Tambo International Airport</p> <p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 09:00 hours South African Time</p> <p>and these measurements:</p> <p>National Weather Bureau of SA</p> <p>OR Tambo International Airport</p> <p>the South African Weather Bureau and included in Annexure A to this Contract Data provided by the <i>Employer</i></p>
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7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
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8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	1. None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	Contract Work Insurance, Public Indemnity, Professional Indemnity and SASRIA. The terms and other matters applicable to these

		insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the contract (“the insurance Schedule)
84.1	The <i>Employer</i> provides these additional insurances	The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the contract (“the insurance Schedule)
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	As stated in C1.4
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	As stated in C1.4
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
B	Priced contract with bill of quantities	
60.6	The <i>method of measurement</i> is	The 6 th edition of the Standard System of measuring Building Works published by Association of South African Quantity Surveyors and amended as stated in Part C2.1, Pricing Assumptions.

11 Data for Option W1

W1.1	The <i>Adjudicator</i> is (Name)	the person selected from the ICE-SA Panel of Adjudicators listed in www.ice-sa.org.za by the Party intending to refer a dispute to him.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the London Institution of Civil Engineers. (See www.ice-sa.org.za) or its successor body.
W1.4(2)	The <i>tribunal</i> is:	arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Kempton Park, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

12 Data for secondary Option clauses

X1	Price adjustment for inflation			
X1.1(a)	The <i>base date</i> for indices is	Contract date (11.2(4)) and this index refer to the CPI Index on the starting date of the contract. Price adjustment for inflation shall only take place on contract anniversary.		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for	Index prepared by
		0. [•]	[•]	[•]
		0. [•]	[•]	[•]

		0. [•]	[•]	[•]
		0. [•]	[•]	[•]
		[•]	non-adjustable	
	Total	1.00		
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X7	Delay damages (but not if Option X5 is also used)			
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Amount per day is 0.05% of the contract value, up to the maximum of 10% of the contract value		
X13	Performance bond			
X13.1	The amount of the performance bond is	10% of Contract value excluding VAT.		
X16	Retention (not used with Option F)			
X16.1	The <i>retention free amount</i> is	R0.		
	The <i>retention percentage</i> is	0%		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R 0		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The total of the Prices		
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices		
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract,	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the		

	other than excluded matters, is limited to:	<p>Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the works, Plant and Materials), - death of or injury to a person; - damage to third party property; and <p>infringement of an intellectual property right</p>
X18.5	The <i>end of liability date</i> is	<p>(i) 5 years after the <i>defects date</i> for latent Defects and</p> <p>(ii) the date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</p> <p>A latent Defect is a Defect which would not have been discovered on reasonable inspection by the <i>Employer</i> or the <i>Supervisor</i> before the <i>defects date</i>, without requiring any inspection not ordinarily carried out by the <i>Employer</i> or the <i>Supervisor</i> during that period.</p> <p>If the <i>Employer</i> or the <i>Supervisor</i> do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the <i>Employer</i> or the <i>Supervisor</i> to have discovered the Defect.</p>
Z	The Additional conditions of contract are	
Z1	The Additional conditions of Z1 – Z17 contract are	

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3:

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

Z2 Providing the Works:

Z2.1 Delete core clause 20.1 and replace with the following:

The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose

Z3 Other responsibilities:

Z3.1 Add the following at the end of core clause 27:

The *Contractor* shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date

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

Z4 Extending the defects date:

Add the following as a new clause 46:

Z4.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

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

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

Z5 Termination

- Z5.1** Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Additional Z Clauses

Z6 Cession, delegation and assignment

- Z6.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.
- Z6.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity.

Z7 Joint and several liability

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

Additional Z Clauses

Z8 Cession, delegation and assignment

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

Z9 Joint and several liability

- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

Z9.2 The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

Z9.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z10 Ethics

Z10.1 The *Contractor* undertakes:

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

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

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

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

Z11 Confidentiality

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

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

Z11.3 This undertaking shall not apply to –

- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

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

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

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

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

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

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

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

Z14.5.3 the proper use of the Works.

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

Z16 Dispute resolution:

Z16.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z17	Notification of a compensation event
Z17.1	Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”
Z18	BBBEE Certificate
Z18.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z19	Communication
Z19.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Project Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
Z19.2	The <i>Project Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z20	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z20.1	As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations
Z21	Transformation Imperatives
Z21.1	The Service Provider shall enter into a contract (either through partnership, joint venture or sub-contracting) with (a) Targeted Enterprise(s) to perform a minimum of 30% of work.
Z21.2	A Targeted Enterprise is a registered built environment firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer; or
Z21.3	A built environment CIDB registered firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:
Z21.3.1.	Does not share equity holding with the tenderer; and
Z21.3.2.	Is registered in terms of the Company’s Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
Z21.3.3.	Is registered with the South African Revenue Service; and

Z21.3.4.	Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of “Level Two Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or
Z21.3.5.	Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of “Level Two Contributor”, as defined in the Amended Codes of Good Practice for measuring Broad- Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and
Z21.3.6.	Is 50% or more black owned or 30% or more black women owned; and
Z21.3.7.	<p>Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.</p> <p>The service provider shall achieve in the performance of the contract the contract skills development goal established in the CIDB Standard for developing skills through infrastructure contracts (August 2013)</p> <p>The Employer shall have no contractual relationships with Subcontractors. However, if a Subcontractor is found by the Employer to be incompetent, the Employer may request the Service Provider either to provide a Subcontractor with qualifications and experience acceptable to the Employer as a replacement, or to resume the performance of the relevant part of the Services itself.</p> <p>The Service Provider shall not sub-contract more than 25% of the tendered contract value excluding value of work allocated to Targeted Enterprise(s) and any services specified in the Scope of Work to be procured through the Employer's Supply Chain Procurement process) to any other enterprise that does not have an equal or higher B-BBEE status level, unless the intended sub-contractor(s) is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.</p> <p>The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage without the Employer's approval.</p>
Z21.4	If due to his negligence or for reasons within its control, the Service Provider does not meet the specified target of work stated in the (measured through the value of the Fee Tendered) to the Targeted Enterprise the Employer shall be entitled to levy a penalty equal to 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage.
Z20.4.1	If the service provider fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the service provider's control, which is the only reason that may be acceptable to the employer, sanctions shall apply as follows:
Z20.4.2	In the event that the service provider does not meet the specified CSDG target, ACSA shall levy a penalty which is equal to 50% of the Total Notional Cost over contract duration of the skills development programme.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (June 2005) and the relevant parts of its Guidance Notes (ECC3-GN)¹ in order to understand the implications of this Data which the Bidder is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Resource Proposal (Annex F)

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

1 SITE MANAGER

Name: _____

Qualifications relevant to this contract

_____Experience

2 ELECTRICIAN

Name: _____

Qualifications relevant to this contract

_____Experience

3 ELECTRICAL ASSISTANT

Name: _____

Qualifications relevant to this contract

_____Experience

4 OTHER

Name: _____

Qualifications relevant to this contract

Experience

5 OTHER

Name:

Qualifications relevant to this contract

Experience

6 Name:

Qualifications relevant to this contract

Experience

11.2 The following matters will be included in the Risk Register

1. Manufacturing delays

2. Delivery delays

3. Commissioning challenges and delays

4. More to be included later

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (June 2005)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee “in the form set out in the Works Information”. Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Works Information.

Option X16: Retention (not used with Option F)

The *Contractor* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

[Insert *Contractor's* name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of *Contractor*] required in terms of contract [insert *Contractor's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings: -

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>works</i> , entered into between the <i>Employer</i> and the <i>Contractor</i> , on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Employer" means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> the date that the Bank receives a notice from the <i>Employer</i> stating that all amounts due from the <i>Contractor</i> as certified in terms of the contract have been received by the <i>Employer</i> and that the <i>Contractor</i> has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the <i>Employer</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"works" means	[insert details from Contract Data part 1]

2. At the instance of the *Contractor*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Employer* as security for the proper performance by the *Contractor* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Employer*, on written demand from the *Employer* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the *Employer* by a director of the *Employer*;

- state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.
6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.
7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)



Bank's seal or stamp

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C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

INSURANCE CLAUSES FOR CAPEX PROJECTS

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

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

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

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

1.1 Contract Works.

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim

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

1.2 Contract Works SASRIA

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

1.3 Public Liability

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

1.4 Professional Indemnity

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

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

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

2.1 Contract Works.

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

2.2 Contract Works SASRIA

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

2.3 Public Liability

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

2.4 Aviation Liability

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

2.5 Professional Indemnity

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

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

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

C2.1 Pricing assumptions: Option B

1. The *conditions of contract*

1.1. How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(28) The Price for Work Done to Date is the total of the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill. The P & G section of the bill is not used for the assessment of compensation events.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
H	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
L	litre
M	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ²	provisional sum
PC-sum	prime cost sum
R/only	Rate only
Sum	Lump sum
T	ton (1000kg)
W/day	Work day

² Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary.

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.
- 2.2.4. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.
- 2.2.5. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

- 2.3.1. None

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

- 2.4.1. Provision is made in the Bill for the addition of items which the Contractor may deem necessary for the successful completion of the works. The total price for the project is deemed to be for the complete and functional installation, in accordance with the specifications. Under no circumstances will additional payments therefore be made for any work forming part of the Works which could reasonably have been foreseen at tender stage as being required to complete the Works. (This is not to be confused with additional work which, subject to the approval of the Engineer, may at times become necessary or be requested and for which additional payments will be made).
- 2.4.2. The responsibility for the accuracy of the quantities written into the Bills remains with the person who prepared the Bills. The Bidder shall be relieved of responsibility of measuring the defined quantities at tender stage, and the Total Tender Price submitted shall be in respect of the quantities set out in the Bills, although he will be required to make his assessment of items such as brackets, fixings, etc, from details stated in the Bills and shall include in the item prices for such small installation materials as are required for the complete installation in accordance with the Specifications.
- 2.4.3. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the unit price.

2.4.4. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.

2.4.5. In these Bills the following meaning is attached to:

a) Supply and Delivery (Material)

The prices for each item shall include for the complete supply and delivery to and off-loading on the sites and must be inclusive of all sundry material and items necessary for the completion, commissioning and putting to work of the equipment, as required by the specification whether set out in detail or not.

b) Installation (Labour)

Material installation prices are to provide, amongst others, for assembling, positioning, preparation, testing, completion, painting, commissioning, initial maintenance and handing over to the Employer in a satisfactory operating condition of the material.

2.4.6. The Bidder shall include in his tariffs for all outages to be done during the night from 22H00 until 04H00.

2.4.7. The quantities in these Bills of Quantity are not to be used for ordering materials.

Submission

C2.2 The *bill of quantities*

1. PRELIMINARY AND GENERAL ITEMS

Item	Description	Unit	QTY	Rate	Tender Price
1.1	Airside Induction & Training	Each		R 600	
1.2	Personnel Permits (For a period of 1 year)	Each		Provisional	R4800.00
1.3	Vehicle Temporary Day Permits	Sum	1	Provisional	R20 000.00
1.4	Company Insurance (Refer to C1.4) (Required for Airside Safety Plan) (Public and Professional indemnity)	Sum	1	R	R
1.5	10% Performance Bond (Bank Handling fees) Refer to C1.3	Sum	1	R	R
1.6	Forward Cover	Sum	1	R	R
1.7	Compliance with the Occupational Health and Safety Act (OHS) and Regulations (including the Construction Regulations, 2014) and Environmental Specifications	Sum	1	R	R
TOTAL CARRIED FORWARD TO SUMMARY OF COSTS IN PART C2				R	

2. SUPPLY, OFFLOAD and DELIVERY OF AWOS FIELD EQUIPMENTS and SENSORS

Item	Description	Unit	QTY	Rate	Tender Price
2.1	The supply and delivery of the following AWOS Equipment. Refer to C3 for scope of work.				
2.1.1	Field Calibrator / Forward Scatter FD70(Replace FS11P)	Each	1	R	R
2.1.2	Field Calibrator / Forward Scatter FD70 (Replace FS11)	Each	6	R	R
2.1.3	CL31 Standard Ceilometer	Each	4	R	R
2.1.4	Rain Gauge	Each	2	R	R
2.1.5	Optional Upgrade kit for FS11	Each	2	R	R
	TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2			R	

3. INSTALLATION, TESTING AND COMMISSIONING

Item	Description	Unit	QTY	Rate	Tender Price
3.1	The installation, testing, commissioning, and handing over of the AWOS Field Equipment's and Sensors. Refer to C3 for scope of work.				
3.1.1	Field Calibrator / Forward Scatter FD70(Replace FS11P)	Each	1	R	R
3.1.2	Field Calibrator / Forward Scatter FD70 (Replace FS11)	Each	6	R	R
3.1.3	CL31 Standard Ceilometer	Each	4	R	R
3.1.4	Rain Gauge	Each	2	R	R
3.1.4.1	Installation of the Rain Gauge	Sum	1	R	R
3.1.4.2	Supply and termination of power cable	Sum	1	R	R
3.1.4.3	Supply and termination of fibre, control and other cables and connections.	Sum	1	R	R
3.1.4.4	Prepare ground and construct a concrete plinth for installation of Rain Gauge	Sum	1	R	R
3.1.4.5	Test and Commission	Sum	1	R	R
3.1.5	Optional Upgrade kit for FS11	Each	2	R	R
	TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2			R	

4. PROJECT MANAGEMENT

Item	Description	Unit	QTY	Rate	Tender Price
4.1	Project management and related works required. Refer to C3 for scope of work.				
4.1.1	Project Management	Sum	1	R	R
4.1.2	Customer participation in Factory Acceptance Testing as described in the Scope of Supply. Inclusive of living, lodging and travel expenses for the customer representatives. Participants will be 4 for 5 days.	Sum	1	R	R
4.1.3	Lighting protection assessments for AWOS equipment	Sum	1	R	R
4.1.4	Earthing assessments, testing, repairs, and connection for all AWOS equipment and sensors.	Sum	1	R	R
4.1.5	Concrete plinth assessment and integrity testing.	Sum	1	R	R
4.1.6	Testing of current supply cables and wiring.	Sum	1	R	R
4.1.7	Fibre cable assessment and testing	Sum	1	R	R
4.1.8	Handover and completion – submit handover file, manuals, testing certificates.	Sum	1	R	R
4.1.9	Intermediate Maintenance Training for AWOS	each	7	R	R
4.1.10	Tools and accessories required for the maintenance training (laptop, software, etc)	Sum	1	R	R
	TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2			R	

SUMMARY OF BILL OF QUANTITIES		
Item	Description	Amount
1	BILL NUMBER 1: Preliminary and General Items	R
2	BILL NUMBER 2: Supply of AWOS Field Equipment	R
3	BILL NUMBER 3: Installation, Testing and Commissioning	R
4	BILL NUMBER 4: Project Management	R
		R
6	SUBTOTAL	R
7	ADD: 10% Contingencies	R
9	TOTAL TENDER PRICE (EXCLUSIVE OF VAT) CARRIED OVER TO FORM OF OFFER AND ACCEPTANCE (C1.1)	R

NOTE:

- [a] Bidders are to note that the Total Price above (which EXCLUDES VAT) must be carried over to the form of offer and acceptance; and all provisional and prime cost amounts shown in the Bills of Quantities must be included therein. No adjustments will be made for any failure by Bidders to include these in the Total Tender Price for this project.

Total Price _____
 (in words) _____

Contract Period

The contract period offered is _____ weeks.



Name of Electrical Contractor

Address

C3 Service Information

Document reference	Title	No of pages
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3.1 Description of the works

3.1.1 Executive overview

The Automated Weather Observing System (AWOS) at OR Tambo was first installed in 2006. O.R. Tambo International Airport has an existing installed Vaisala AviMet® Automated Weather Observing System to collect, processes, monitors, distributes and archives meteorological data measured by a dedicated set of meteorological sensors located along the runway(s).

The project comprises the following:

Supply, deliver, install, test and commission of AWOS equipment that is compatible to the currently installed Vaisala AviMet® System.

Observations performed by the system are to be used:

1. To provide the Air Traffic Control with necessary meteorological data as defined in ICAO recommendations.
2. Optionally to provide detailed observation data for transmission to regional and national meteorological information networks.

Following meteorological observations are performed automatically:

- Wind Speed & Direction
- Pressure (QFE, QNH, QFF)
- Temperature
- Humidity (Dew Point Temperature)
- Meteorological Visibility
- Runway Visual Range Assessment
- Rain Amount
- Present Weather
- Lightning activities

The figure below shows a layout of the field sensors currently installed at O.R. Tambo International Airport.

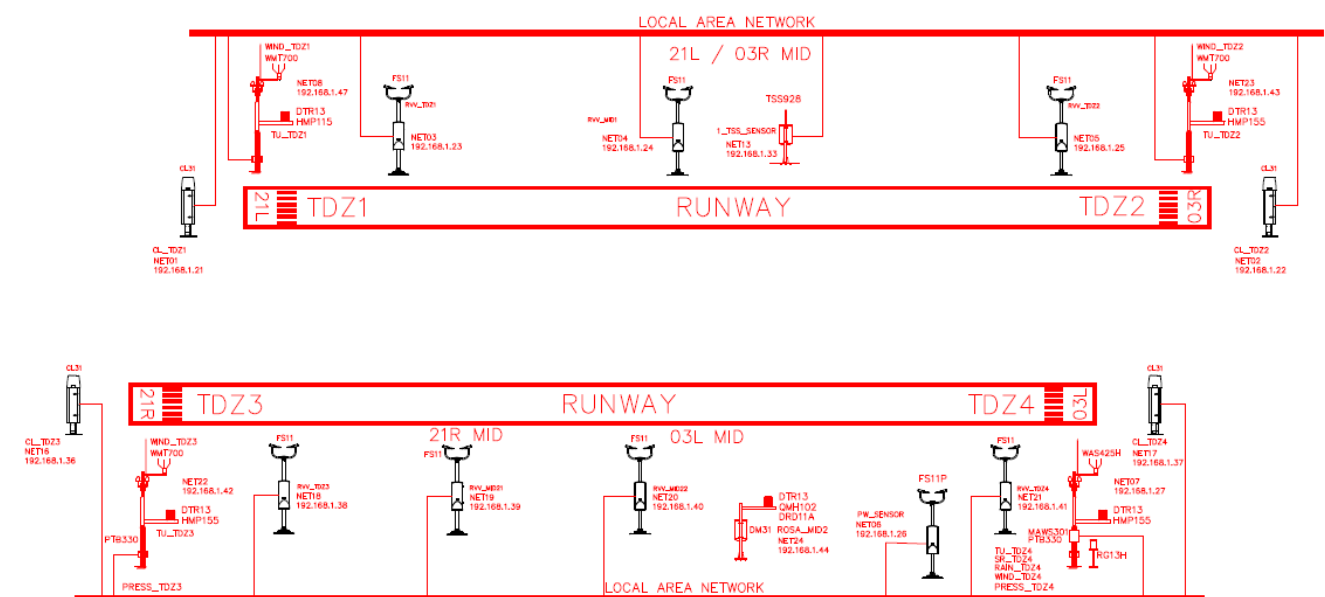


Figure 1: Sensors and Data collection system at O. R. Tambo International Airport

3.1.2 Employer's objectives and purpose of the works

The Employer's objective and purpose is to Upgrade the field sensors to cater for the latest ICAO ANNEX 3 amendments, WMO-No.8, Volume 1 – Measurements of Meteorological Variables and to replace some of the field sensors that have either been superseded by newer generation or have become obsolete.

The original equipment manufacturer (OEM) has since implemented the new AVIMET software version 8.6.8.0 to incorporate the latest ICAO ANNEX 3 changes. The new AVIMET system includes the latest ICAO recommendations for the meteorology and improved user interface and reporting.

Some of the field sensors have also been superseded by the new generation for improved weather analysis and reporting.

The following field sensors will be upgraded with new sensors:

1. The Ceilometer CL31 upgrade to CL51

Fast, accurate cloud and visibility detection is crucial to creating precise forecasting, situational awareness, and air quality reporting. Even when the weather is at its worst, Vaisala's CL51 captures the detailed cloud layer data needed to build precision simulations of existing conditions, including clouds above 15km (49,200ft). After all, the quality of weather modelling is only as good as the data you collect.

2. Forward Scatter (FD70) replaces FS11

FD70 is powerful technology that can potentially replace many separate sensors such as your visibility and present weather sensor, rain gauge, **disdrometer**, and freezing rain sensor. It can also outperform them in delivering highly accurate visibility and precipitation reporting in all weather conditions, as well as unsurpassed detection sensitivity and reliable identification of present weather.

3. The Visibility/Present weather sensor FS11(P) superseded by FD70P

The Vaisala Present Weather Sensor FD70P is intended for demanding weather applications such as runway visual range (RVR), aeronautical and synoptical visibility and present weather observation. The FD70P is a combined RVR, visibility and present weather sensor. It delivers valuable multi-parameter measurement, all in one. The FD70P supports WMO 4680 (SYNOP), 4678 (METAR) and NWS code tables 49 different codes supported in the WMO 4680 code table.

4. Rain Gauge RG13H

The Vaisala Rain Gauge RG13 (and the RG13H heated option) are built to measure liquid precipitation in remote and unattended applications and designed to operate in even the harshest environments.

The automated tipping mechanism triggers after a predetermined quantity of rainfall, and measurements are constantly relayed to capture accurate measurements during constant rainfall.

The heating element on the RG13H automatically kicks in when the temperature drops below +4 °C (+39 °F).

The upgrade will help to improve spares holdings, and this will improve the downtimes and data availability which is critical for safe operation of the Airport.

The works include supply, deliver, install, test and commission of the field sensor as per ICAO standards and OEM guidelines.

Existing cabling and wiring should be tested if it is still reusable.

Removed sensors must be disposed as per company policy.

3.1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airport Company South Africa
AVOP	Airside Vehicle Operating Procedure
BOQ	Bill of Quantities
IEC	International Electrotechnical Commission
KV	Kilo Voltage
LV	Low Voltage
NEC	New Engineering Contract
OEM	Original Equipment Manufacture
ORTIA	Oliver Regional Tambo International Airport
QA	Quality Assurance
SANS	South African National Standards
SOC	State Owned Company
VAT	Value Added Tax
V	Volt
WMO	World Meteorological Organisation

3.2 Management and start up.

3.2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly	ORTIA	<i>Employer, Contractor, Supervisor,</i>
Overall contract progress and feedback	Monthly	ORTIA	<i>Employer, Contractor, Supervisor,</i>

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

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

3.2.2 Documentation control

All correspondence between the Contractor, Consultant and the Employer shall be performed in an organized manner as defined below.

In this context, by correspondence is meant:

- a) Letters
- b) E-mail

All correspondence originating from a sub-contractor shall first be dealt with and coordinated by the Contractor and submitted as the contractor's correspondence.

For the purposes of distribution and archiving, a correspondence of any type shall not deal with a mixture of various subjects. This refers to both technical and commercial items, i.e. where practical, each technical and commercial subject shall be dealt with in separate correspondence.

All correspondence shall bear the Project Title and the Contract Number.

Furthermore, all correspondence shall bear the date of issuance, in DD.MM. YYYY format.

a) LETTERS

For official correspondence with contractual and/or financial implications, letters shall normally be used.

The Contractor shall address all his letters to the Consultant. The original shall be submitted to the Consultant and a copy to the Employer.

Letters to the Contractor shall usually be submitted by the Consultant, with a copy to the Employer. Should the Employer wish to write directly to the Contractor, he shall copy to the Consultant.

b) E-MAIL (Unofficial correspondence)

For ease of communication, e-mail will be the preferred medium for "normal" communication. However, any communication which the originator regards as Official and "for the record" needs to be on a letterhead, signed and either faxed and/or submitted in hard copy to the recipient. Hence, in the case of a dispute, e-mailed correspondence shall not ipso facto be accepted as proof of error free communication. However, an e-mail shall be considered a valid document only once receipt has been acknowledged or after a response have been received.

The onus is on the sender to either scan confidential information or use Portable Document Format (.pdf).

Forms such as Payment Certificates and Invoices shall always either be scanned in or transmitted in .pdf files.

3.2.3 Health and safety risk management

The Contractor shall comply with the Employer's health and safety requirements as contained in Annexure C to this Works Information.

The Contractor shall submit with this Tender, a complete Health and Safety Plan for this project, for the Employer's approval.

The Employer and the Contractor hereby agree, in terms of the provisions of any relevant legislation governing safety or health, that the Contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with the provisions of the legislation, namely: -

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of relevant legislation and the regulations promulgated in terms thereof, and
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the relevant legislation and regulations will be fully complied with, and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the relevant legislation and regulations and expressly absolve the Employer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
- (d) The contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the relevant legislation and regulations pursuant to work performed on behalf of the employer and shall, on written demand, provide full details in writing of such investigation, complaint, or criminal charge.

The Contractor shall furthermore comply with all the Employer's requirements for security and safety. An active accident prevention programme shall be maintained. A responsible person shall be appointed, and he is to co-operate fully with the Engineers Representative in all matters pertaining to accident prevention.

The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all regulations.
- The Construction Regulations, 2003.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures

When apparatus is in commission or is to be commissioned:

- The Contractor shall ensure that a team member on site of the Contractor is authorized as a Responsible Person.
- The Contractor shall ensure that the Responsible Person shall supervise the works at all times and be available to take permits where necessary.

The Employer may, at any stage during the duration of this contract, be entitled to:

- do safety audits at the Contractor's premises, its work-places and on its employees;
- refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- issue the Contractor with a work stop order should the Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to above by the Contractor or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by the Employer in terms of the above and the Contractor shall have no claim against the Employer as a result thereof.
- An authorized Employer's representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above.
- The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
- The Contractor shall adhere to the applicable standards and procedures attached to this contract.

3.2.4 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in the Employer's EMS included in Annexure B.

3.2.5 Quality assurance requirements

- a) The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- b) The Contractor shall control his activities and processes in such a way as to ensure compliance with the Employer's Specifications and Standards. He shall carry out, as a minimum requirement all the tests laid down in the specifications and shall submit all the test results to the Employer.
- c) The Employer's Specifications and Standards, as indicated in this document, are requirements of this contract.
- d) The Contractor shall be responsible for the relevant Quality Assurance Requirements to be imposed on his sub-contractors and suppliers of materials in terms of the above standards.
- e) The Contractor shall submit with this Tender, a complete list of sub-contractors, he intends to make use of for this project, for the Employer's approval. The Contractor will not appoint any sub-contractor without the acceptance of the Employer.

- f) Only new, good quality materials may be used and where applicable materials must comply with the specifications of the South African Bureau of Standards or IEC Specifications.

3.2.6 Programming constraints

- All outages shall be performed during the day from 09H00 until 05H00. A Notam will be issued during the installation period.
- All supplies to all loads shall be maintained during the extended working hours of ACSA.
- During the execution of this contract, the existing 11kV and 400V networks will remain in full operation. It is of the utmost importance that the Contractor shall make do allowance for the co-ordination of his program with the operation of the network.

Any anticipated delays or problems experienced with the execution of construction activities shall immediately be brought to the attention of the Engineer.

No standing time or extension of time will be allowed due to bad co-ordination and/or programming by the Contractor and should his action cause unplanned outages, then he will be accountable, therefore.

3.2.7 Contractor's management, supervision and key people

None

3.2.8 Invoicing and payment

Within seven days of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Airports Company South Africa SOC Ltd. and include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager*;
The contract number and title;
Contractor's VAT registration number;
The *Employer's* VAT registration number 493 013 8393;
Description of work done by cross reference to *Project Manager's* certificate;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

3.2.9 Contract change management

None

3.2.10 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

3.2.11 Training workshops and technology transfer

The operation of all the equipment supplied under this contract shall be demonstrated at length to the local maintenance personnel to the satisfaction of the employer.

3.3 Engineering and the *Contractor's* design

3.3.1 *Employer's* design

The Employers' design is limited to the following:

- Layout of the existing equipment.
- Scope of work and BOQ

3.3.2 Parts of the *works* which the *Contractor* is to design

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

- Correctly replacement and upgrade of field sensors as per scope and BOQ.
- Make sure the field sensors are correctly connected as per OEM specification and guideline.
- Make sure that the input and output existing cables are correctly sized and can be re-used.

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

The Contractor shall as a minimum submit the following for approval (as per returnable documents on T2.1):

- Equipment drawings (wiring, connection, layout, etc).
- Dimensional drawings showing the dimensions of equipment to be supplied by the contractor.
- Manufacturing programme.
- Quality control plan.
- QA Plan for the equipment to be manufactured

3.3.4 Other requirements of the *Contractor's* design

None.

3.3.5 Use of *Contractor's* design

See core clause 22.1 of NEC.

3.3.6 Design of Equipment

None

3.3.7 Equipment required to be included in the *works*

None

3.3.8 As-built drawings, operating manuals, and maintenance schedules

Three copies of the complete instruction manuals inclusive of all drawings for the operation and maintenance of the equipment shall be handed over to the Engineer (Acsa).

Two CD's containing the following shall also be handed over to the Engineer (Acsa):

- A soft copy and hard copy of the complete installation, commissioning & instruction manual and drawings.
- communication cables.
- Other related documentation and accessories

3.4 Procurement

3.4.1 People

3.4.1.1 Minimum requirements of people employed on the Site

The Contractor is to be registered on the ACSA database for contractors and permits are to be obtained from ACSA for all workers on site.

3.4.1.2 BBBEE

Requirements are included in the Invitation to Bidders

3.4.2 Subcontracting

3.4.2.1 Mandatory manufacturers

None

3.4.2.2 Subcontract documentation, and assessment of subcontract tenders

None

3.4.2.3 Limitations on subcontracting

None

3.4.2.4 Attendance on subcontractors

None

3.4.3 Plant and Materials

3.4.3.1 Quality

As per company quality plan or standard.

3.4.3.2 Plant & Materials provided “free issue” by the *Employer*

The Employer will provide the following items:

None

3.4.3.3 *Contractor’s* procurement of Plant and Materials

None

3.4.3.4 Spares and consumables

Spare parts as detailed in Section 6 of this Works Information will be supplied.

3.4.4 Tests and inspections before delivery

The whole of the materials used in the Project shall be subject to such inspection and test at the manufacturer’s works as prescribed in the appropriate material standards, required in the specific clauses of the Contract or the Engineer may direct from time to time as the work proceeds.

The manufacturer shall perform all tests as prescribed by IEC or other standards applicable to the equipment. In addition to these tests the manufacturer shall perform the tests specified in the manufacturer’s own factory standard for quality control.

The Employer reserves the right to witness any or all tests and the Contractor shall inform the Employer at least **60 days in advance of any tests which will be performed.**

The cost of such inspection and tests, including the provision and use of test equipment, with a quantified number of visits by the Employer shall be included in the Tender Price.

If, due to the Contract work and/or component materials not complying with this specification, further tests are necessary, the Contractor shall pay all additional costs which may be incurred in re-testing.

The approval by the Employer of the results of such inspection and tests shall not relieve the Contractor of his obligations under the Contract for the satisfactory performance of the plant and materials.

During the execution of the Contract, test specimens, if required by the Employer, shall be taken from the materials for the purpose of check tests or analyses by Independent Authorities. Such specimens shall be prepared for testing and forwarded at the expense of the Contractor to the Testing Authorities selected by the Employer. The Contractor shall deliver to the Employer three copies of the test certificates covering all tests. In case the original certificate is not in the English language, three copies of a translation into English of the certificate plus one copy in the original language shall be delivered to the Employer.

As a minimum, Factory Acceptance Tests shall be performed

3.4.5 Marking Plant and Materials outside the Working Areas

None

3.4.6 Contractor's Equipment (including temporary works).

None

3.5 Construction

3.5.1 Temporary works, Site services & construction constraints

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

All contractor Employees shall obtain permits from ACSA for access to site.

3.5.1.2 Restrictions to access on Site, roads, walkways and barricades

All deliveries that will obstruct portions of the roadways or public routes for any period of time are to be restricted between 00h00 and 04h00. All logistics affecting operations are to be approved by the relevant ACSA Managers.

All vehicles related to the contractor's works are to be parked within the contractor's hoarded site or in public parking with costs for the contractor's account. Any contractor vehicle towed for illegal parking will be for the contractor's account.

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

Contractors are limited to their actual site establishment areas and places of work and under no circumstances will materials, equipment, tools, cooking or any other disturbance be allowed in public areas and delivery of materials via the normal airport traffic routes is strictly prohibited. Use of the public people mover infrastructure is prohibited.

Contractor's employees are to be clearly identifiable, and they must be discouraged from visiting the public areas of the airport.

3.5.1.4 Health and safety facilities on Site

None

3.5.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

None

3.5.1.6 Title to materials from demolition and excavation

The Contractor has no title to materials from demolition and excavations.

3.5.1.7 Cooperating with and obtaining acceptance of Others

The Employer has various contracts in progress and the Contractor may be required to adjust his program and activities to coordinate with others.

All hoarding is to comply with the ACSA standard (MANAGER – (011) 921 6226).

The hoarding is to be maintained to ACSA's specifications at all times. Any costs incurred by ACSA for repairing the Contractor's hoarding will be forwarded to the contractor for payment. To avoid this, the contractor is to ensure that the hoarding is maintained on a daily basis.

No existing finishes outside the defined site are to be changed without prior approval by ACSA.

All electrical installations and loading is to be approved by ACSA Electrical Division (MANAGER - (011) 921 6883) prior to any work being executed.

All cable installations are to comply with the ACSA specification as a minimum and be approved by ACSA IT and Electrical.

All mechanical alterations or impact thereon, i.e. air-conditioning, are to be approved by the ACSA Mechanical Division (MANAGER - (011) 921 6225) prior to any work being executed.

The use of any people mover infrastructure for delivery is to be approved by Mechanical Division (MANAGER).

All alterations to fire detectors and sprinklers or impact thereon are to be approved by ACSA Mechanical Division (MANAGER - (011) 921 6225) prior to any work commencing.

3.5.1.8 Publicity and progress photographs

None

3.5.1.9 Contractor's Equipment

The Contractor shall as part of his reporting includes a list of Contractors Equipment and material on site. The list shall include Registration numbers, serial numbers, whether it is rented with the provider's details.

3.5.1.10 Equipment provided by the Employer

The Employer will provide only equipment listed in 4.3.2.

3.5.1.11 Site services and facilities

The site as detailed on the drawings will be available to the Contractor for the execution the Works. Limited power will be available within the rooms. The Contractor is to source his own water and will be responsible for his own waste disposal. The Contractor shall be responsible for the supply on site of his own telephone or cellular phone.

Existing cable trenches and cable ladders and trays are to be utilized for cable routes. The Contractor is to open cable trenches and include the cost in his rates. All cable trench covers are to be returned to their positions, all covers damaged or broken by the Contractor is to be replace by the contractor at his costs. All cable trays and ladders are to be tidied after cable installation.

3.5.1.12 Facilities provided by the Contractor

The Contractor shall erect and maintain at his costs his own covered storage and office that he may require. The yard shall be fenced by the Contractor and maintenance of the yard will be his responsibility. The yard shall be kept in a clean and tidy condition at all times to the satisfaction of the Engineer. On completion of the Project, all structures and installations shall be removed from site to the satisfaction of the Engineer.

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

None

3.5.1.14 Survey control and setting out of the works

The Contractor will be responsible for setting out the positions of the new equipment. The Engineer is to approve such positions before actual installation commence.

3.5.1.15 Excavations and associated water control

None

3.5.1.16 Underground services, other existing services, cable and pipe trenches and covers

The Contractor shall be liable for all damage and breakage to other services. Repair will be done by adequately qualified personnel or contractors. If the damages or breakage is not repair / replaced to the satisfaction of the Engineer within a reasonable time, the Engineer shall be entitled to appoint another Contractor to repair such damage or breakage and debit the account of the Contractor. All damages and breakages are to be reported to the Engineer.

3.5.1.17 Control of noise, dust, water and waste

The contractor shall keep noise to a minimum and to between 00h00 and 04h00.

The site is to be maintained in a reasonable state of tidiness at all times.

Rubble may not be accumulated on site. Suitable skips are to be provided for the works.

All dust and debris resulting from construction work is to be contained within the hoarded site. Any materials and rubble outside the hoarded site will be removed by ACSA from the Airport without notice to the contractor and will be for the contractor's account.

The Contractor will ensure the proper handling and carting away of spoil material, and the cleaning of ablution areas set aside for the use of the contractor's staff.

3.5.1.18 Sequences of construction or installation

To be finalised by awarded bidder and submitted for approval.

3.5.1.19 Giving notice of work to be covered up

Notice of work to be covered up is to be given by the Contractor to the Engineer.

3.5.1.20 Hook ups to existing works

All attachment points for the overhead busbar systems are to be marked and approved by the Engineer.

3.5.2 Completion, testing, commissioning and correction of Defects

3.5.2.1 Work to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by

	None	Within Completion	days after
--	------	-------------------	------------

3.5.2.2 Use of the *works* before Completion has been certified

The Employer will only take over fully tested and commissioned operational boards. The existing equipment is in operation and any outages during the day between 04h00 and 22h00 cannot be accommodated. A gradual transfer of cables from the existing to the new distribution boards is required.

3.5.2.3 Materials facilities and samples for tests and inspections

The Contractor will provide all materials, facilities and samples for tests and inspections as described in the Works Information and Detail Specification.

3.5.3.4 Commissioning

Commissioning will be done in phases and is to be completed before completion.

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

None

3.5.2.6 Take over procedures

All documentation as required by the Employer and Engineer is to be submitted.

3.5.2.7 Access given by the *Employer* for correction of Defects

All access and outages are to be pre-arranged with ACSA before entering buildings

3.5.2.8 Performance tests after Completion

None

3.5.2.9 Training and technology transfer

The Contractor is to provide hands-on training on the equipment during installation.

3.5.2.10 Operational maintenance after Completion

None

3.6 Plant and Materials standards and workmanship

Plant and Material standards and workmanship requirements SANS, OHS Act and OEM guidelines.

3.6.1 Investigation, survey and Site clearance

The Contractor shall visit the site during the equipment detail design phase to ensure that the equipment will fit within the existing building structures.

3.6.2 Building works

None.

3.6.3 Civil engineering and structural works

Not applicable

3.6.4 Electrical & mechanical engineering works

The specifications are all included in the Annexure A.

3.7 List of drawings

3.7.1 Drawings issued by the *Employer*

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

Note: Some drawings may contain both Works Information and Site Information

Drawing number	Revision	Title
n/a		

3.2 Contractor's Works Information

3.2.1 Removal, Disposal, Installation and Commissioning of AWOS Field Sensors.

- Disconnect all, cables, links and main input cables.
- Remove all field sensors to be upgraded and deliver to ACSA store.
- Supply, and deliver to site, all new Field Sensors.
- Install, connect, and terminate cables.
- Connect and reuse all existing cables.
- Conduct all necessary tests.
- Conduct quality check and control of installation work.
- Commission installation works (This must be done with the current AWOS maintenance contractors and others required for access to the software).
- Perform factory (FAT) and site acceptance test (SAT).
- Connect Field sensors online and handover site.
- Earthing assessment.
- Lightning protection assessment.
- Concrete plinth assessment.
- Installation of Rain Gauge on the other side of the runway c/w power supply, cable connection, concrete plinth, equipment stands, and all other accessories required

ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Electrical Technical Specification	Annexure A	Applicable
Vendor QA and Document Requirement List	Annexure B	Applicable
Environmental Terms and Conditions	Annexure C	Applicable
Occupational Health and Safety Agreement	Annexure D	Applicable



ANNEXURE A

1. ELECTRICAL TECHNICAL SPECIFICATION

ANNEXURE B**2. VENDOR QA AND DOCUMENT REQUIREMENT LIST**

VENDOR QA AND DOCUMENT REQUIREMENT LIST			
SECTION	DESCRIPTION	REQUIRED (YES OR NO)	WHEN REQUIRED
DRAWINGS & DESIGN (2 SETS OF EACH)	DESIGN CALCULATIONS		
	GA DRAWINGS	YES	TENDER
	DETAIL DRAWINGS	YES	ORDER +3 WEEKS
	BROCHURES	YES	TENDER
	SCHEMATIC DIAGRAMS (ELECT)	YES	ORDER +2 WEEKS
	RISK ASSESSMENT BY VENDOR	YES	ORDER +3 WEEKS
	DATA SHEETS (ELECTRICAL)	YES	ORDER +3 WEEKS
QUALITY CONTROL DOCUMENTS (2 SETS OF EACH)	QUALITY CONTROL PLAN	YES	ORDER +2 WEEKS
	MANUFACTURING PROGRAM	YES	ORDER +2 WEEKS
MATERIAL CERTIFICATES	MATERIAL TEST CERTIFICATES	YES	ORDER +2 WEEKS
CERTIFICATES OF INSPECTION TESTING AND ACCEPTANCE	PRESSURE TEST CERTIFICATE		
	PERFORMANCE TEST CERTIFICATE	YES	DELIVERY –1 WEEK
	COPY OF NAME PLATE	YES	DELIVERY –1 WEEK
	ELECTRICAL HAZARD CERTIFICATE		
	ELECTRICAL TEST CERTIFICATE	YES	DELIVERY –1 WEEK
	INSTRUMENT CALIBRATION CERTS.	YES	DATA BOOK
	VENDORS CERT. OF CONFORMANCE		DATA BOOK
	NONCONFORMITY / CONCESSION REPORTS		DATA BOOK
MANUALS (5 SETS OF EACH)	OPERATING / MAINTENANCE MANUAL	YES	DATA BOOK
	DATA BOOK	YES	DELIVERY –1 WEEK
	DRAWINGS	YES	DELIVERY –1 WEEK
	SOFTWARE LICENSE	YES	DELIVERY –1 WEEK

ANNEXURE C**3. ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048****ACSA Service & Maintenance Contractors****Environmental Terms and Conditions to Commence Work - EMS 048**

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refueling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment at all times in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company

	<ol style="list-style-type: none"> 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labeled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

I, _____ (name & surname) of _____

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



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

at: _____ (airport name).

ANNEXURE D**4. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA O R Tambo INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa OR Tambo International Airport ACSA Building, 4th Floor

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.



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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

The Works are located at OR Tambo International Airport, which is a restricted and access controlled area. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such. The contractor will have to adhere to all airport requirements regarding access control, security, fire, health and safety.

4.1.1 Access limitations

a. General

- The works is within the security area of the Airports Company South Africa (ACSA) and access to the site is governed by the terms and conditions laid down by ACSA Security Officials from time to time. The *Contractor* shall satisfy himself as to these terms and conditions.
- The *Contractor* shall liaise with the ACSA Security Staff in order to obtain access permits for his staff and vehicle, which will be working within the airport. Personnel and vehicles entering and leaving the site are subject to routine searches.
- The *Contractor* will have to obtain a “gate permit” from the *Project/Service Manager*, before materials and equipment can be removed from the site. The “gate permit” gives an itemized list of materials and equipment to be removed from site.
- The *Contractor* shall make his own assessment of, and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works.

b. Permits

- The Contractor shall ensure that he/she is, at all times, familiar with ACSA’s safety and security requirements relating to permits in order prevent work delay as a result thereof.
- This shall include the permit application process.
- The Contractor shall have no claim against ACSA in the event that a permit request is refused.
- The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety

Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Tools permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety
Airside Projects/Works Permit	For All projects on the Airside	ACSA Airport Operations/Safety
Low /Medium Voltage Permit to Work	For all work on Substation, Distribution Boards and Cables	ACSA Electrical Maintenance

- Proof of having attended the airside induction training course is required for all personal permit applications.
- Persons applying for an AVOP must provide proof of having attended an AVOP course.
- Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.
- No work shall be done without a written permission in the form of a permit/works order, displayed on the wall or in a visible area in the work area.

c. Cell phones and two-way radios

- Use of cell phones on airside is **not** permitted unless the user is in possession of an appropriate Airport permit for the device.
- Cell phone permit issuing authority lies with the ACSA Security department.
- The Contractor will **not** be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
- Approved radios may be arranged via said department - payment will be for the account of the Contractor.

4.1.2 Ground conditions in areas affected by work in this contract

There are no excavations activities in this project.

4.1.3 Hidden and other services within the site

There might be water and sewer pipes crossing under or above the substation. Also there are a lot of other cables going through the substation 5 to other substations and these must be treated as live cables. There are also communication cables connecting the substation with the other substations.

4.1.4 Details of existing buildings / facilities which *Contractor* is required to work on

The substation is an existing substation with working electrical equipment. Detailed single line drawings and room layout are available on request. The contractor is only required to work in the two-substation mentioned on the scope of work.

4.1.5 Safety Management

- The *Contractor* must be registered with the Occupational Health and Safety Commission.
- The *Contractor* submits a Health and Safety Plan to the *Employer* for work to be performed.
- The Health and Safety plan must include a Risk Assessment of the activities with mitigating methods that will be used to prevent accidents.
- The Health and Safety plan must be implemented and monitored to ensure its integrity.
- Details of *Contractor's* appointed Health and Safety Committee members must be included and appointed in writing.
- The *Contractor* in writing must appoint all competent person/s.