



**REQUEST FOR PROPOSALS FOR THE TENDER FOR THE AUTOMATED WEATHER OBSERVATION SYSTEM REFURBISHMENT AT BRAM FISCHER INTERNATIONAL AIRPORT AND O R TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF TWELVE (12) MONTHS WITH REFERENCE ORTIA7262/2023/RFP**

**Bid Number:** : ORTIA7262/2023/RFP

**Issue Date** : 28 September 2023

**Query Closing Date** : 20 October 2023 @ 16:00PM

**Briefing Session** : 13 October 2023 @ 11:00AM

**Bid Closing Date and Time** : 31 October 2023 @ 12:00 PM

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

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



## 1. SECTION 1: INSTRUCTIONS TO BIDDERS

### 1.1. Access to RFP documents

Tenders are available on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.airports.co.za](http://www.airports.co.za). Kindly print and complete.

#### Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before **12:00 (PM) on 31 October 2023** using the following method(s):

Tenders must be placed inside the **Tender Box B** at the O. R. Tambo International Airport.

#### Location of tender box:

- ACSA North Wings Offices, International Terminal Building 3rd Floor,
- O. R. Tambo International Airport

#### Physical address:

- ACSA North Wings Offices
- International Terminal Building 3rd Floor
- O. R. Tambo International Airport
- **Identification details: Bid Ref. No: ORTIA7262/2023/RFP**
- **TITLE:** Tender for the Automated Weather Observation System Refurbishment at Bram Fischer International Airport and O R Tambo International Airport for a Period of twelve (12) months.
- **No late tenders will be accepted.**

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



- Please also send a we-transfer link of your tender documents for backup of the physical submitted tender documents together with the above physical submission.
- Tenderers must submit two (two) files, one (01) original and one (01) copy of their tender submission document.
- Bidders are requested to submit all bids in the format instructed, no other format will be acceptable.

#### 1.2. Late Bids

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

#### 1.3. Clarification and Communication

Name:	Mochaki Monyela
Designation:	Senior Buyer
Email:	<a href="mailto:mochaki.monyela@airports.co.za">mochaki.monyela@airports.co.za</a>

1.3.1. Request for clarity or information on the bid may only be requested until **20 October 2023 @ 16:00PM**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

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

#### 1.4. Compulsory Briefing Sessions

**A compulsory clarification session with representatives of the Employer will take place at 11:00 on Friday 13 October 2023 at the Kudu Boardroom, 3<sup>rd</sup> Floor, ACSA North Wing Offices, O R Tambo International Airport**



### 1.5. **Bid Responses**

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

### 1.6. **Disclaimers**

It must be noted that ACSA reserves its right to:

- 1.6.1. Award the whole or a part of this bid;
- 1.6.2. Split the award of this bid;
- 1.6.3. Negotiate with all or some of the shortlisted bidders;
- 1.6.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;
- 1.6.5. To reject the lowest acceptable bid received; and/or
- 1.6.6. Cancel this bid.

### 1.7. **Validity Period**

- 1.7.1. ACSA requires a validity period of hundred and twenty (120) business/working days for this bid. During the validity period the prices which have been quoted by the bidder must remain firm and valid. It is only in exceptional circumstances where ACSA would accommodate a proposal to change the price.

### 1.8. **Confidentiality of Information**

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



### 1.9. Hot – Line

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: [office@thehotline.co.za](mailto:office@thehotline.co.za)

## SECTION 2: BACKGROUND, PURPOSE, AND SCOPE OF WORK

### 2.1 Background and/or Purpose of this Bid

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).

#### Scope of Work

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

## 2.2 Pricing Schedule

### 1. PRELIMINARY AND GENERAL ITEMS

Item	Description	Unit	QTY	Rate	Tender Price
1.1	Airside Induction & Training	Each		R 600	
1.2	General Security Awareness Training (AVSEC)	Each		R650	
1.3	Personnel Permits (For a period of 1 year)	Each		Provisional	R4800.00
1.4	Vehicle Temporary Day Permits	Sum	1	Provisional	R20 000.00
1.5	Company Insurance (Refer to C1.4) (Required for Airside Safety Plan) (Public and Professional indemnity)	Sum	1	R	R
1.6	10% Performance Bond (Bank Handling fees) Refer to C1.3	Sum	1	R	R
1.7	Forward Cover	Sum	1	R	R
1.8	Compliance with the Occupational Health and Safety Act (OHS) and Regulations (including the Construction Regulations, 2014) and Environmental Specifications	Sum	1	R	R
<b>TOTAL CARRIED FORWARD TO SUMMARY OF COSTS IN PART C2</b>				<b>R</b>	

**2. SUPPLY, OFFLOAD and DELIVERY OF AWOS FIELD EQUIPMENTS and SENSORS  
O.R. TAMBO INTERNATIONAL AIRPORT**

Item	Description	Unit	QTY	Rate	Tender Price
2.1	<b>The supply and delivery of the following AWOS Equipment. Refer to C3 for scope of work.</b>				
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
2.1.6	Serial converter MOXA	Each	4	R	R
2.1.7	Single Mode Converter Korenix 4508s	Each	2	R	R
2.1.8	3kVA Double Conversion UPS	Each	6	R	R
2.1.9	Earthing and Lighting equipment and accessories	Sum	1	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	



### 3. SUPPLY, OFFLOAD and DELIVERY OF AWOS FIELD EQUIPMENTS and SENSORS BRAMFISCHER INTERNATIONAL AIRPORT

Item	Description	Unit	QTY	Rate	Tender Price
3.1	<b>The supply and delivery of the following AWOS Equipment. Refer to C3 for scope of work.</b>				
3.1.1	Field Calibrator / Forward Scatter FD70(Replace FS11P)	Each	1	R	R
3.1.2	CL31 Standard Ceilometer	Each	2	R	R
3.1.3	Rain Gauge	Each	2	R	R
3.1.4	Visibility sensor	Each	2	R	R
3.1.5	Present Weather sensor, back round	Each	1	R	R
3.1.6	Wind sensor	Each	2	R	R
3.1.7	GPS clock	Each	1	R	R
3.1.8	Serial converter MOXA	Each	4	R	R
3.1.9	Earthing and Lighting equipment and accessories	sum	1	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	



**4. INSTALLATION, TESTING AND COMMISSIONING  
O.R. TAMBO INTERNATIONAL AIRPORT**

Item	Description	Unit	QTY	Rate	Tender Price
4.1	<b>The installation, testing, commissioning, and handing over of the AWOS Field Equipment's and Sensors. Refer to C3 for scope of work.</b>				
4.1.1	Field Calibrator / Forward Scatter FD70(Replace FS11P)	Each	1	R	R
4.1.2	Field Calibrator / Forward Scatter FD70 (Replace FS11)	Each	6	R	R
4.1.3	CL31 Standard Ceilometer	Each	4	R	R
4.1.4	Rain Gauge	Each	2	R	R
4.1.4.1	Installation of the Rain Gauge	Sum	1	R	R
4.1.4.2	Supply and termination of power cable	Sum	1	R	R
4.1.4.3	Supply and termination of fibre, control and other cables and connections.	Sum	1	R	R
4.1.4.4	Prepare ground and construct a concrete plinth for installation of Rain Gauge	Sum	1	R	R
4.1.4.5	Test and Commission	Sum	1	R	R
4.1.5	Optional Upgrade kit for FS11	Each	2	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	

**5. INSTALLATION, TESTING AND COMMISSIONING  
BRAMFISCHER INTERNATIONAL AIRPORT**

Item	Description	Unit	QTY	Rate	Tender Price
5.1	<b>The installation, testing, commissioning, and handing over of the AWOS Field Equipment's and Sensors. Refer to C3 for scope of work.</b>				
5.1.1	Field Calibrator / Forward Scatter FD70(Replace FS11P)	Each	1	R	R
5.1.2	CL31 Standard Ceilometer	Each	2	R	R
5.1.3	Rain Gauge	Each	2	R	R
5.1.4	Visibility sensor	Each	2	R	R
5.1.5	Present Weather sensor, back round	Each	1	R	R
5.1.6	Wind sensor	Each	2	R	R
5.1.7	GPS clock	Each	1	R	R
5.1.8	Serial converter MOXA	Each	4	R	R
5.1.9	Earthing and Lighting equipment and accessories	Sum	1	R	R
5.1.10	Test and Commission	Sum	1	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	

## 6. PROJECT MANAGEMENT

Item	Description	Unit	QTY	Rate	Tender Price
4.1	<b>Project management and related works required. Refer to C3 for scope of work.</b>				
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
4.1.11	Produce fibre connection and wiring single line diagrams and schematics in detail as per existing installation.	Sum	1	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	

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 - ORTIA	R
3	BILL NUMBER 3: Supply of AWOS Field Equipment - BFIA	R
4	BILL NUMBER 4: Installation, Testing and Commissioning - ORTIA	R
5	BILL NUMBER 5: Installation, Testing and Commissioning - BFIA	R
6	BILL NUMBER 6: Project Management	
6	<b>SUBTOTAL</b>	<b>R</b>
7	ADD: 10% Contingencies	R
9	<b>TOTAL TENDER PRICE (EXCLUSIVE OF VAT) CARRIED OVER TO FORM OF OFFER AND ACCEPTANCE (C1.1)</b>	<b>R</b>

**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)

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## SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

- 3.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider **mandatory administrative, functionality/ Price and Preference, objective criteria and Security Vetting**. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. **Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process.**
- 3.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Stage 7*
Check if all the documents have been received	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Objective Criteria	Post tender negotiations (If applicable)	Security Vetting

***\*If Deemed Necessary***

### 3.3 Mandatory Requirements

3.3.1 Priced offer (Form of Offer)

3.3.2 Bidders must attend a compulsory site briefing session

3.3.3 Declaration of Interest Form and Politically Exposed Persons

3.3.4 SBD 4 Bidder's Disclosure Form

3.3.5 SBD 6.1 Preference Points Claim Form

3.3.6 Confidentiality and Non-Disclosure Agreement

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3.3.7 Proof of Avimet automated weather observation system (VAISALA) certificate

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### 3.4 Functionality

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

- 3.5.1. **Functionality Criteria** The functional evaluation will be based on a threshold, where bidders fail to achieve a minimum of **77** points on the functional stage and also fail to meet the minimum points on each criterion or sub criteria will not be considered further in the evaluation. The thresholds on each element of the evaluation are 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

## 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) <b>OR</b>	3
	2. S4 Diploma or higher qualification in Instrumentation and control / Electrical / Electronics (3 points) <b>AND</b>	
	3. Any OHS Training certificate (1 points) <b>OR</b>	1
	4. Any Project Management certificate (1 points)	1
	Neither of the above	0
<b>Maximum score</b>		<b>5</b>
<b>Minimum score</b>		<b>4</b>

**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 (3 points) <b>OR</b>	3
	2. Electrical Trade test and Any OHS Training certificate (5 points)	5
	Neither of the above	0
<b>Maximum score</b>		<b>5</b>
<b>Minimum score</b>		<b>3</b>

**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) <b>OR</b>	3
	2. N 3 and above in Electrical (5 points)	5
	Neither of the above	0
<b>Maximum score</b>		<b>5</b>

<b>Minimum score</b>	<b>3</b>
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**NB: All minimum threshold per resource must be met to be evaluated further**

**Years of Experience – 15** (Proof of similar or relevant experience including contact details 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 <b>(2 points)</b> <b>AND</b> At least 2 years working with Weather observation systems <b>(1 point)</b> <b>OR</b> 2. Above two (2) years supervisory Experience <b>(3 points)</b> <b>AND more than</b> 2 years working on Weather observation systems <b>(2 points)</b>	3
	No relevant experience	5
	No relevant experience	0
<b>Maximum score</b>		<b>5</b>
<b>Minimum score</b>		<b>3</b>

**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 <b>(3 points)</b> <b>OR</b> 2. Above two (2) years' experience post trade test qualification <b>(5 points)</b>	3
	No relevant experience	5
	No relevant experience	0
<b>Maximum score</b>		<b>5</b>
<b>Minimum score</b>		<b>3</b>

**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
Electrical Assistant	1. At least two (2) years' experience post qualification <b>(3 points)</b> <b>OR</b> 2. Above two (2) years' experience post qualification <b>(5 points)</b>	3
	No relevant experience	5
	No relevant experience	0
<b>Maximum score</b>		<b>5</b>
<b>Minimum score</b>		<b>3</b>

**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 and contact details (Email address and contact number))

2 Reference or less	0
3 References	18
4 References or more	30
<b>Maximum score</b>	<b>30</b>
<b>Minimum score</b>	<b>18</b>

**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	(i) 40 Points
(ii) Warranty & Guarantee and OEM Letter of Support	(iii) Product proof of warranty, Guarantee, (iv) OEM letter of support (state in the letter product life span for the series), (v) = <b>30 points</b>
(vi)	(vii) NO, Product proof of warranty, Guarantee, (viii) OEM letter of support (state in the letter product life span for the series), = <b>0 points</b>
(ix) Proposed Project Schedule	(x) Submit a schedule in a Gantt Chart, with Activities, Critical Path, duration must be less than 12 months = (xi) <b>10 points</b>
(xii)	(xiii) No Gantt Chart/Activities/Critical Path/more than 12 months = <b>0 points</b>

#### 3.5.2. Price and Preference

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

$$80/20$$

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

Where:

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

### Evaluation of Preference

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

Paste applicable goal here:

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

### 3.5.3. Objective Criteria

3.5.3.1. In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks *etcetera*. After price and Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.

#### 3.5.3.2. Prescribed objective criteria for this bid.

The objective criteria chosen and advanced in this RFP is as follows:

The promotion of South African owned enterprises.

### 3.5.4. SECTION 4: RETURNABLE DOCUMENTS

#### 4.1 Mandatory Returnable documents

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

<b>MANDATORY RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
<i>Priced offer</i>	
<i>Certificate of Attendance at Compulsory Briefing session</i>	
<i>Declaration of Interest Form and Politically Exposed Persons</i>	
<i>SBD 4 Bidder's Disclosure Form</i>	
<i>SBD 6.1 Preference Points Claim Form</i>	
<i>SBD 6.2 Declaration for local content and production for PPPFA designated sectors</i>	N/A
<i>Confidentiality and Non-Disclosure Agreement</i>	
<i>Proof of Avimet automated weather observation system (VAISALA) certificate</i>	

#### 4.2 Other Returnable Documents and information

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



OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
<i>BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>	
<i>Verifiable medical certificate of report as proof of disability(For preference claims)</i>	N/A
<i>Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)</i>	
<i>Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management</i>	
<i>Certificate of Incorporation of the bidding entity showing ownership split</i>	
<i>Central Supplier Database Report (CSD)</i>	

#### 4.3 Validity of submitted information

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



## SECTION 5: RETURNABLE DOCUMENTS

### Certificate of Attendance of the Compulsory Briefing Session

<p>This is to certify that</p> <p>I,</p> <p>.....</p> <p>.....</p> <p>Representative of</p> <p>(tenderer).....</p> <p>.....</p> <p>.....</p> <p>of</p> <p>(address).....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>			
Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA  
Representative:

Name: .....



## 5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

### Making a Declaration

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

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

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

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

#### 5.1.1 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative  
of the bidding entity

---

Identity Number

---

Position held in the bidding entity

---

Registration number of the bidding entity

---

Tax Reference number of the bidding  
entity

---

VAT Registration number of the bidding  
entity

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

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

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#### PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number



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

**Declaration:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder





## 5. 2 BIDDER'S DISCLOSURE FORM SBD 4

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES/NO**

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

Full Name	Identity Number	Name of State institution



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

- 2.2.1 If so, furnish particulars:

.....  
 .....

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

- 2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



### 5.3 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1

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

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

#### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals / Preference .

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS / PREFERENCE	
Total points for Price and SPECIFIC GOALS	100



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P}_{min}}{\mathbf{P}_{min}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{P}_{min}}{\mathbf{P}_{min}} \right)
 \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

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

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

Where

$P_{max}$  = Price of highest acceptable tender

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

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

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

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

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



below.

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)**

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

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% owned by Black male and Black women and Black youth and People living with disabilities	10	20		
51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	8	15		
51% owned by Black male or Black women or Black youth or People living with disabilities	6	10		
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4	5		
Other	0	0		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company



- ☐ (Pty) Limited  
☐ Non-Profit Company  
☐ State Owned Company  
 [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....





#### **5.4 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2 (NOT APPLICABLE)**

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).

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

XXXXX xx%

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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



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

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

**IN RESPECT OF BID NO. ....**

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

**NB**

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

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

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



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

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Form 5.5: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

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

**("\_\_\_\_\_")**

of

[Service Providers Address]

**1. INTERPRETATION**

In this agreement -

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



- 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of confidential nature of the disclosing party, in whatever form it may be;
  - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
  - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
  - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
  - 1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;
  - 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
  - 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;
- but does not include information which -
- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
  - 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
  - 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
  - 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the



circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

- 1.2 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.4 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.5 “the parties” – the Airports Company and \_\_\_\_\_.

## 2. **INTRODUCTION**

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



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

### **3 USE OF CONFIDENTIAL INFORMATION**

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

### **4 NON-DISCLOSURE**

- 4.1 THE RECEIVING PARTY undertakes that –
- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.
- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party





shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and 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 –
- 5.3 where copies of the confidential Information are held;
- 5.4 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
- 5.5 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 ***mochaki.monyela@airports.co.za***. Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP.



Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

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

7. **DURATION**

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

8. **TITLE**

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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



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

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

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

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

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

11. **DOMICILIUM**

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

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

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

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

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



11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's 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\_\_

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**[NAME OF SERVICE PROVIDER]**

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

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

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

**AS WITNESSES**

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

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


**FORM 5.6: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP AND BIDDER'S PARTICULARS**

TO: Airports Company South Africa SOC Limited (ACSA)

Airports Company South Africa Limited.

Proposal No: \_\_\_\_\_

**1. Bidder's Name and Contract Details**

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

**2. Proposal Certification**

We hereby submit a Proposal in respect of the **[the maintenance of the serviceability of the Air Weather Observation Systems at O.R Tambo International Airport and Bram Fischer International Airport for a Period of 36 Months]** in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,



- We have read, understand and agree to be bound by the content of all the conditions of this bid and documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Bid Adjudication Committee decision is final and binding.
- We acknowledge that the bidder/s, directors, shareholders and employees may be subjected to security vetting by Airport Company South Africa or its agent.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this bid only.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Bidder for a period which lapses after *one hundred and twenty (120) days* calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		202
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Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	



## 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 Refurbishment Project at the O.R. Tambo International Airport and Bram Fisher 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 R  
is

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 .....

.....



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3 Subject .....

Details .....

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4 Subject .....

Details .....

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.....  
.....

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	
	The conditions of contract are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X7: Delay damages
		X13: Performance Bond
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, June 2005 (ECC3) (with amendments June 2006)	



10.1 The Employer 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

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10.1 The Project Manager at OR Tambo  
International Airport 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 Supervisor at Bram Fisher  
International Airport is: (Name)

Address Aiports Company South Africa  
N8 Thaba Nchu Road  
Bram Fisher International Airport  
ACSA Admin. Building  
Bloemfontein  
9300

Tel No.

Fax No.

e-mail



11.2(4)	The Contract Date is	Contract signing date	
11.2(13)	The works are	AWOS Refurbishment Project at O.R. Tambo International Airport and Bram Fisher International Airport.	
11.2(14)	The following matters will be included in the Risk Register	Delivery long lead times and disruptions to operation	
11.2(15)	The boundaries of the site are	OR Tambo International Airport and Bram Fisher 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 law of the contract is the law of	the Republic of South Africa	
13.1	The language of this contract is	English	
13.3	The period for reply 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 completion date for the whole of the works is	To be confirmed but intended is 30 September 2024	
30.1	The access dates are:	Part of the Site	Date
		1   Airfield	24 Hours 7days a week
31.1	The Contractor is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The starting date is	The Contract Date (11.2(4))	





32.2	The Contractor submits revised programmes at intervals no longer than	2 weeks.
4	Testing and Defects	
42.2	The defects date is	52 weeks after Completion of the whole of the works.
43.2	The defect correction period is	4 weeks
5	Payment	
50.1	The assessment interval is	between the 20th day of each successive month and the end of the month
51.1	The currency of this contract is the	South African Rand.
51.2	The period within which payments are made is	30 days from date of invoice.
51.4	The interest rate is	<p>(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</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies.</p>
6	Compensation events	
60.1(13)	The place where weather is to be recorded is:	OR Tambo International Airport and Bram Fisher International Airport
	The weather measurements to be recorded for each calendar month are,	<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>



the number of days with snow lying at 09:00 hours South African Time

and these measurements:

The weather measurements are supplied by National Weather Bureau of SA

The weather data are the records of past weather measurements for each calendar month which were recorded at:

OR Tambo International Airport and Bram Fisher International Airport

and which are available from:

the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer

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.
8	Risks and insurance	
80.1	These are additional Employer's risks	1. None
84.1	The Employer 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 Employer 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 works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) 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 Contractor 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 method of measurement is	The 6th 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 Adjudicator is (Name)	the person selected from the ICE-SA Panel of Adjudicators listed in <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> by the Party intending to refer a dispute to him.
W1.2(3)	The Adjudicator nominating body 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](http://www.ice-sa.org.za) ) or its successor body.

W1.4(2)	The tribunal is:	arbitration.		
W1.4(5)	The arbitration procedure 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 if the arbitration procedure does not state who selects an arbitrator, is	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1(a)	The base date 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 works 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 retention free amount is	R0.
	The retention percentage is	0%
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:	R 0
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:	The total of the Prices
X18.3	The Contractor's 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 Contractor's total liability to the Employer for all matters arising under or in connection with this	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



	<p>contract, other than excluded matters, is limited to:</p>	<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> <p>Loss of or damage to the Employer's property,</p> <p>Delay damages,</p> <p>Defects liability,</p> <p>Insurance liability to the extent of the Contractor's risks</p> <p>loss of or damage to property (other than the works, Plant and Materials),</p> <p>death of or injury to a person;</p> <p>damage to third party property; and</p> <p>infringement of an intellectual property right</p> <hr/> <p>(i) 5 years after the defects date 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 Employer or the Supervisor before the defects date, without requiring any inspection not ordinarily carried out by the Employer or the Supervisor during that period.</p> <p>If the Employer or the Supervisor do undertake any inspection over and above the reasonable inspection, this does not place a greater responsibility on the</p>
X18.5	The end of liability date is	

	Employer or the Supervisor to have discovered the Defect.
Z	The Additional conditions of contract are
Z1	The Additional conditions of Z1 – Z17 contract are
Z1	Interpretation of the law
Z1.1	<p>Add to core clause 12.3:</p> <p>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.</p>
Z2	Providing the Works:
Z2.1	<p>Delete core clause 20.1 and replace with the following:</p> <p>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</p>
Z3	Other responsibilities:
	Add the following at the end of core clause 27:
Z3.1	The Contractor shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date
Z3.2	The Contractor shall be responsible for the correct setting out of the Works in accordance with the original points, lines and levels stated in the Works Information or notified by the Project Manager, Supervisor or the Employer. Any errors in the positioning of the Works shall be rectified by the Contractor at the Contractor's own costs.
Z4	Extending the defects date:
	Add the following as a new 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
	Insert the following new clause as Option X18.6:
Z7.1	The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Contractor shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment



Z8.1	The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the Contractor
Z8.2	The Employer may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the Employer for the performance of the Contract.
Z9.2	The Contractor shall, within 1 week of the Contract Date, notify the Project Manager and the Employer of the key person who has the authority to bind the Contractor on their behalf.
Z9.3	The Contractor does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.
Z10	Ethics
Z10.1	The Contractor undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

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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.
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Z11	Confidentiality
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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.

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**Z12      Employer's Step-in rights**

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- 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.
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**Z13      Liens and Encumbrances**

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- 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
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**Z14      Intellectual Property**

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- 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. the Contractor's design, manufacture, construction or execution of the Works  
1
- 
- Z14.5. the use of the Contractor's Equipment, or  
2
- 
- Z14.5. the proper use of the Works.  
3
- 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:
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- Z16.1 Appointment of the  
Adjudicator

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

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

#### Panel of Adjudicators

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

#### Z16.2 Appointment of the Arbitrator

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

#### Panel of Arbitrators

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

Z17 Notification of a compensation event

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

Z18 BBBEE Certificate



Z18.1	The Contractor shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z19	Communication
Z19.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The Project Manager requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
Z19.2	The Project Manager requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z20	Delegation
As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the Contractor agrees to the following:	
Z20.1	As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations
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
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## Part two - Data provided by the Contractor

### Notes to a tendering contractor:

Please read both the NEC3 Engineering and Construction Contract (June 2005) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>3</sup> 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.

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

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 Number	
	Registration	
	Company VAT Number	
	Address	

<sup>3</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)



Telephone no.

Fax No.

11.2	The working areas are	See C3 'Service Information'
24.1	The Contractor's Key people are:	CV's to be appended to Resource Proposal (Annex F)

## 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

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Experience

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4 OTHER

Name:

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Qualifications relevant to this contract

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Experience

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5 OTHER

Name:

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Qualifications relevant to this contract

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Experience

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6 Name:

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Qualifications relevant to this contract

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## Experience

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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

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## 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]

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 works, entered into between the Employer and the Contractor, 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  the date that the Bank receives a notice from the Employer stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor 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 Employer.
1.7	“Guaranteed Sum” means	the sum of R[●], ([●] Rand)
1.8	“works” means	[insert details from Contract Data part 1]

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.

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.

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.





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.

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.

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.

This Guarantee:

shall expire on the Expiry Date until which time it is irrevocable;

is, save as provided for in 0 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.

The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
at \_\_\_\_\_ this \_\_\_\_\_



For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp


## 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

### **INSURANCE CLAUSES FOR AIRSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS**

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

#### **1. Insurance Effected By The Employer (Principle Controlled Insurance (“PCI”))**

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

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

#### **Section 1 Of The Policy – Contract Works**

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

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



This insurance contains the following limitations and warranties ;

***Open Trench Limitation***

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

***Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)***

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

**Section II of the Policy – Contractors Public Liability**

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

**Section III of the Policy – Removal Of Lateral Support Liability**

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

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



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

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

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

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

- c) **Aviation Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R2,000,000,000** in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

- d) **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be **\*R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

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



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

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

- 1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.
- 1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.
- 1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

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

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

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

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

**Section 1 Of The Policy – Contract Works**

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

**Section 2 Of The Policy – Contractors Public Liability**

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

**Section 3 Of The Policy – Removal Of Lateral Support Liability**

**R75,000** each and every claim.

**b) Contract Works SASRIA**

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

**c) Aviation Liability Insurance ;**



In respect of each and every loss or damage or injury - **US\$250,000.**

**d) Design & Construct Professional Indemnity Insurance**

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

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

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

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

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).
- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.
- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) **The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**

- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

## **2. Insurance Effected by the Contractor.**

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

- 2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:
  - a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.



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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

j) **Miscellaneous Insurance**

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

- 2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably



withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

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

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

#### 2.4 **Sub-Contractors.**

The Contractor shall:

- a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and
- b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

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

Send to : Airports Company South Africa

\* .....

E-Mail The Following People :

.....

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

.....

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

.....

.....

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

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

Date of loss : .....

Reported to site agent by : .....

Date : .....

Reported to Insurance Broker by : .....

Date : .....

Locality of Incident .....

How did the loss occur (cause) ? .....

Details and nature of loss or damage to Contract Works .....



Details of other property damaged \_\_\_\_\_

\_\_\_\_\_

Names and address of witnesses \_\_\_\_\_

Estimated cost of repairs (Separate records of all costs must be kept) R\_\_\_\_\_

Person whom assessor should contact \_\_\_\_\_

Telephone/Mobile Numbers Of Contact Person\_\_\_\_\_

Email Address of Contact Person\_\_\_\_\_



## C2.1 Pricing assumptions: Option B

### The conditions of contract

#### 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 bill of quantities 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 Contractor 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 Contractor 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.

### 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.

#### 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.

## Measurement and payment

### 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 <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number

Prov sum4	provisional sum
PC-sum	prime cost sum
R/only	Rate only
Sum	Lump sum
T	ton (1000kg)
W/day	Work day

---

4 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.

---

## General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

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.

An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities.

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.

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.

## Departures from the method of measurement

None

## 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.

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).

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.

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.

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.

In these Bills the following meaning is attached to:

#### 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.

#### 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.

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

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	General Security Awareness Training (AVSEC)	Each		R650	
1.3	Personnel Permits (For a period of 1 year)	Each		Provisional	R4800.00
1.4	Vehicle Temporary Day Permits	Sum	1	Provisional	R20 000.00
1.5	Company Insurance (Refer to C1.4) (Required for Airside Safety Plan) (Public and Professional indemnity)	Sum	1	R	R
1.6	10% Performance Bond (Bank Handling fees) Refer to C1.3	Sum	1	R	R
1.7	Forward Cover	Sum	1	R	R
1.8	Compliance with the Occupational Health and Safety Act (OHS) and Regulations (including the Construction Regulations, 2014) and Environmental Specifications	Sum	1	R	R
<b>TOTAL CARRIED FORWARD TO SUMMARY OF COSTS IN PART C2</b>				<b>R</b>	

**2. SUPPLY, OFFLOAD and DELIVERY OF AWOS FIELD EQUIPMENTS and SENSORS  
O.R. TAMBO INTERNATION AIRPORT**

Item	Description	Unit	QTY	Rate	Tender Price
2.1	<b>The supply and delivery of the following AWOS Equipment. Refer to C3 for scope of work.</b>				
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
2.1.6	Serial converter MOXA	Each	4	R	R
2.1.7	Single Mode Converter Korenix 4508s	Each	2	R	R
2.1.8	3kVA Double Conversion UPS	Each	6	R	R
2.1.9	Earthing and Lighting equipment and accessories	Sum	1	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	



**3. SUPPLY, OFFLOAD and DELIVERY OF AWOS FIELD EQUIPMENTS and SENSORS  
BRAMFISCHER INTERNATIONAL AIRPORT**

Item	Description	Unit	QTY	Rate	Tender Price
3.1	<b>The supply and delivery of the following AWOS Equipment. Refer to C3 for scope of work.</b>				
3.1.1	Field Calibrator / Forward Scatter FD70(Replace FS11P)	Each	1	R	R
3.1.2	CL31 Standard Ceilometer	Each	2	R	R
3.1.3	Rain Gauge	Each	2	R	R
3.1.4	Visibility sensor	Each	2	R	R
3.1.5	Present Weather sensor, back round	Each	1	R	R
3.1.6	Wind sensor	Each	2	R	R
3.1.7	GPS clock	Each	1	R	R
3.1.8	Serial converter MOXA	Each	4	R	R
3.1.9	Earthing and Lighting equipment and accessories	sum	1	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	

**4. INSTALLATION, TESTING AND COMMISSIONING  
O.R. TAMBO INTERNATIONAL AIRPORT**

Item	Description	Unit	QTY	Rate	Tender Price
4.1	<b>The installation, testing, commissioning, and handing over of the AWOS Field Equipment's and Sensors. Refer to C3 for scope of work.</b>				
4.1.1	Field Calibrator / Forward Scatter FD70(Replace FS11P)	Each	1	R	R
4.1.2	Field Calibrator / Forward Scatter FD70 (Replace FS11)	Each	6	R	R
4.1.3	CL31 Standard Ceilometer	Each	4	R	R
4.1.4	Rain Gauge	Each	2	R	R
4.1.4.1	Installation of the Rain Gauge	Sum	1	R	R
4.1.4.2	Supply and termination of power cable	Sum	1	R	R
4.1.4.3	Supply and termination of fibre, control and other cables and connections.	Sum	1	R	R
4.1.4.4	Prepare ground and construct a concrete plinth for installation of Rain Gauge	Sum	1	R	R
4.1.4.5	Test and Commission	Sum	1	R	R
4.1.5	Optional Upgrade kit for FS11	Each	2	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	

**5. INSTALLATION, TESTING AND COMMISSIONING  
BRAMFISCHER INTERNATION AIRPORT**

Item	Description	Unit	QTY	Rate	Tender Price
5.1	<b>The installation, testing, commissioning, and handing over of the AWOS Field Equipment's and Sensors. Refer to C3 for scope of work.</b>				
5.1.1	Field Calibrator / Forward Scatter FD70(Replace FS11P)	Each	1	R	R
5.1.2	CL31 Standard Ceilometer	Each	2	R	R
5.1.3	Rain Gauge	Each	2	R	R
5.1.4	Visibility sensor	Each	2	R	R
5.1.5	Present Weather sensor, back round	Each	1	R	R
5.1.6	Wind sensor	Each	2	R	R
5.1.7	GPS clock	Each	1	R	R
5.1.8	Serial converter MOXA	Each	4	R	R
5.1.9	Earthing and Lighting equipment and accessories	Sum	1	R	R
5.1.10	Test and Commission	Sum	1	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	

## 6. PROJECT MANAGEMENT

Item	Description	Unit	QTY	Rate	Tender Price
4.1	<b>Project management and related works required. Refer to C3 for scope of work.</b>				
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
4.1.11	Produce fibre connection and wiring single line diagrams and schematics in detail as per existing installation.	Sum	1	R	R
	<b>TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2</b>			<b>R</b>	

<b>SUMMARY OF BILL OF QUANTITIES</b>		
<b>Item</b>	<b>Description</b>	<b>Amount</b>
1	BILL NUMBER 1: Preliminary and General Items	R
2	BILL NUMBER 2: Supply of AWOS Field Equipment - ORTIA	R
3	BILL NUMBER 3: Supply of AWOS Field Equipment - BFIA	R
4	BILL NUMBER 4: Installation, Testing and Commissioning - ORTIA	R
5	BILL NUMBER 5: Installation, Testing and Commissioning - BFIA	R
6	BILL NUMBER 6: Project Management	
7	<b>SUBTOTAL</b>	<b>R</b>
8	ADD: 10% Contingencies	R
9	<b>TOTAL TENDER PRICE (EXCLUSIVE OF VAT) CARRIED OVER TO FORM OF OFFER AND ACCEPTANCE (C1.1)</b>	<b>R</b>

Note:

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

---

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### C3 Service Information

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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, process, monitor, distribute and archive 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.

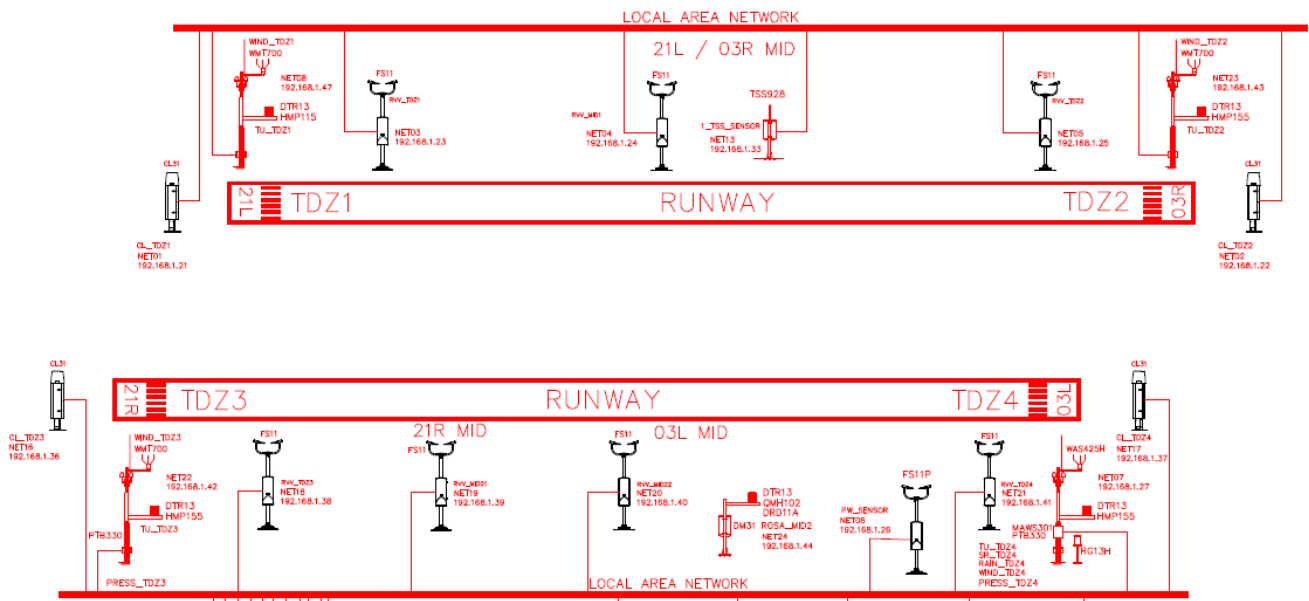


Figure 1: Sensors and Data collection system at O. R. Tambo International Airport

### 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:

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.

#### 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.

#### 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.

#### **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).

Any other sensor that will require replacement at the time of the project execution shall be included as part of the scope.

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	Employer, Contractor, Supervisor,
Overall contract progress and feedback	Monthly	ORTIA	Employer, Contractor, Supervisor,

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

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

### 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:

Letters

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

The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.

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.

The Employer's Specifications and Standards, as indicated in this document, are requirements of this contract.

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.

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.

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                  days after Completion

### 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.

Draughting of existing fibre layout drawing, connection and wiring diagrams.

Installation of fibre cable from AMC to Domtex substation or SAWS office.

Testing and commissioning of the whole works.

Assessment and installation of Sensor for SAWS.

## 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

### ELECTRICAL TECHNICAL SPECIFICATION

## ANNEXURE B

## 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 WEEKS +3
	BROCHURES	YES	TENDER
	SCHEMATIC DIAGRAMS (ELECT)	YES	ORDER WEEKS +2
	RISK ASSESSMENT BY VENDOR	YES	ORDER WEEKS +3
	DATA SHEETS (ELECTRICAL)	YES	ORDER WEEKS +3
QUALITY CONTROL DOCUMENTS (2 SETS OF EACH)	QUALITY CONTROL PLAN	YES	ORDER WEEKS +2
	MANUFACTURING PROGRAM	YES	ORDER WEEKS +2
MATERIAL CERTIFICATE S	MATERIAL TEST CERTIFICATES	YES	ORDER WEEKS +2

CERTIFICATE S OF INSPECTION TESTING AND ACCEPTANC E	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

### 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	<p>No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</p> <p>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.</p> <p>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.</p> <p>No leaking equipment or vehicles shall be permitted on the airport.</p>
Air Pollution	<p>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</p> <p>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</p> <p>Fires: No open fires shall be permitted on site.</p>
Noise Pollution	<p>All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</p> <p>The Contractor shall comply with the applicable regulations with regard to noise.</p>
Waste Management	Waste shall be separated as general or hazardous waste.

	<p>General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</p> <p>Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</p> <p>Contractors shall maintain a tidy, litter free environment at all times in their work area.</p> <p>Contractors must keep on file:</p> <p>The name of the contracting waste company</p> <p>Waste disposal site used</p> <p>Monthly reports on quantities – separated into general, hazardous and recycled</p> <p>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</p> <p>Copy of waste permit for disposal site</p> <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<p>All HCS shall be clearly labeled, stored and handled in accordance to Materials Safety Data Sheets.</p> <p>Materials Safety Data Sheets shall be stored with all HCS.</p> <p>All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</p> <p>All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</p> <p>Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.</p>
Water and Energy Consumption	<p>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.</p>
Training & Awareness	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

#### 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****1. 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:**

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

**Hereinafter referred to as “Client”**

<b>Name of organisation:</b>
<b>Physical Address:</b>

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## MANDATORY'S MAIN SCOPE OF WORK

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<b>GENERAL INFORMATION FORMING PART OF THIS AGREEMENT</b>
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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.

<b>THE UNDERTAKING</b>
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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**

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 OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
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,

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

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 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.