



**REQUEST FOR BIDS FOR THE PROVISION OF MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS) FOR A PERIOD OF FIVE (05) YEARS AT AIRPORTS COMPANY SOUTH AFRICA IN KING SHAKA INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT**

**Bid Number:** : KSIA7027/2022/RFP

**Issue Date** : 16 March 2023

**Query Closing Date** : 04 April 2023

**Briefing Session and Site** : 28 March 2023

**Bid Closing Date and Time** : 19 April 2023 @ 12:00PM

**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 RFB/P/I 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 19 of April 2023** using the following method(s):

#### 1.1.1. Email submissions:

The bid documents must be sent to the following email address:

[Mochaki.monyela@airports.co.za](mailto:Mochaki.monyela@airports.co.za)

- Bidders must not email their submission as one big attachment. Kindly break your submission in at least (04) four or more attachments of 4mb each or Submission can also be made through we-transfer.
- 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

Tel: 064 177 6644

Email: [Mochaki.monyela@airports.co.za](mailto:Mochaki.monyela@airports.co.za)

- #### 1.3.1.
- Request for clarity or information on the bid may only be requested until **04 April 2023**. 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 Bid.

- 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. **Non-Compulsory Briefing Session**

A non-compulsory briefing session will be held on 28 of March\_2023 at 11:00 (AM). The session will be held at the following location:

### Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 325 709 885 134

Passcode: 6ReBdm

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+27 21 834 0841,,207785092#](#) South Africa, Cape Town

Phone Conference ID: 207 785 092#

[Find a local number](#) | [Reset PIN](#)

---

#### 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**

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

### **2.1 Introduction**

Automated airport weather stations are automated sensor suites which are designed to serve aviation and meteorological observing needs for safe and efficient aviation operations, weather forecasting and climatology. Automated airport weather stations have become part of the backbone of weather observing and are becoming increasingly more prevalent worldwide due to their efficiency and cost-savings.

KSIA, CDSIA & KPA own the Automated weather observation systems manufactured by Vaisala, and it consist of:

- Ceilometers CL31
- Visibility Sensors FS11
- Humidity and Temperature Meter Series HMT330
- Rain gauges
- Ultrasonic Wind Sensor WMT700

The purpose of these application is mainly to appoint and enter to an agreement with an experienced service provider to maintain the complete Vaisala Automated weather observation system for the period of five years in these three sites.

## **2.2 Background**

Automated Weather Observing System collects, processes, monitors, distributes and archives meteorological data measured by a dedicated set of meteorological sensors located along the runway(s). 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.

## **2.3. Employers Objectives**

The objective of the employer is to solicit a service provider that will be fully responsible for maintenance of AWOS systems and associated control systems for a period of 60 months.

## **2.4. Scope of work**

### **2.4.1 Executive overview**

The objective is to maintain the serviceability of the Automated Weather Observation System, Associated Control Systems and communication systems at King Shaka International Airport, Chief Dawid Stuurman International Airport and King Phalo Airport in a sustainable manner while ensuring compliance to SACAA CATS139 and CAT2 ICAO Annex 3 Volume 1 Edition 6 and as amended.

The Contractor shall maintain all the AWOS subsystems, inclusive of all electronics, communication network and communication cables. The scope of work is divided into preventative maintenance, corrective maintenance, and spare supply. The Contractor shall provide labour rates for corrective maintenance related work and there shall be fixed quarterly costs for the calibration services.

The scope of the maintenance is divided into the following sub-categories

1. Preventive Maintenance which includes AWOS sensor calibrations, cleaning, and testing of the systems
2. Corrective Maintenance - The contractor shall attend to all callouts and /or ad-hoc maintenance and the response times shall be as stipulated in the Service Level Agreement.
3. Spares Supply – The Contractor shall supply the spares at the employer's discretion, and this can be adhoc or scheduled. The contractor shall advise the employer.

## 2.1 Pricing Schedule

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

PART A: <b>KSIA</b> AWOS Quartely Maintenance						
AWOS System : Quarterly Maintenance (All sensors cleaning, commucation check and control system maintainence and Inspection)						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	AWOS Station	1	Each	R	4	R
2	Maintenance of Sensors	4	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART A						R

PART B: <b>CDSIA</b> AWOS Quartely Maintenance						
AWOS System : Quarterly Maintenance (All sensors cleaning, commucation check and control system maintainence and Inspection)						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	AWOS Station	1	Each	R	4	R
2	Maintenance of Sensors	8	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART B						R

PART C: <b>KPA</b> AWOS Quartely Maintenance						
AWOS System : Quarterly Maintenance (All sensors cleaning, commucation check and control system maintainence and Inspection)						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	AWOS Station	1	Each	R	4	R
2	Maintenance of Sensors	4	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART C						R

PART D: <b>KSIA</b> AWOS Quartely Sensors Calibrations						
AWOS System : Quarterly Calibrations (All sensors in 06, mid and 24))						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	KSIA All AWOS Sensors	16	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART D						R

PART E: <b>CDSIA</b> AWOS Quartely Sensors Calibrations						
AWOS System : Quarterly Calibrations (All sensors in))						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	CDSIA All AWOS Sensors	9	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART E						R

PART F: <b>KPA</b> AWOS Quartely Sensors Calibrations						
AWOS System : Quarterly Calibrations (All sensors)						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	KPA All AWOS Sensors	9	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART F						R

PART G: <b>KSIA</b> Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, 8 hour onsite and one day accommodation					
Estimated Call outs	4	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using provisional sum of <b>R100,000</b> for each row as maximum value to determine mark up percentage					
Value of Items	(Z) Mark up (contractor to complete)		(Y) Provisional spares amount for budget purpose		[Y*(1+Z)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000	%		R 10 000		
R2,001 - R5,000	%		R 10 000		
R5,001 - R10,000	%		R 30 000		
R10,001 - R50,000	%		R 50 000		
Provisional Sum Sub Total Excluding VAT			R 100 000		
Sub-total Excluding VAT					R
SUB-TOTAL Excluding VAT: PART G					R

PART H: <b>CDSIA</b> Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, 8 hour onsite and one day accommodation					
Estimated Call outs	4	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using provisional sum of <b>R100,000</b> for each row as maximum value to determine mark up percentage					
Value of Items	(Z) Mark up (contractor to complete)		(Y) Provisional spares amount for budget purpose		[Y*(1+Z)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000			%		
R2,001 - R5,000			%		



R5,001 - R10,000	%	R30,000	
R10,001 - R50,000	%	R50,000	
Provisional Sum Sub Total Excluding VAT		R100,000	
Sub-total Excluding VAT			R
SUB-TOTAL Excluding VAT: PART H			R

PART I: KPA Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, 8 hour onsite and one day accommodation					
Estimated Call outs	20	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using provisional sum of R100,000 for each row as maximum value to determine mark up percentage					
Value of Items	(Z) Mark up (contractor to complete)		(Y) Provisional spares amount for budget purpose		[Y*(1+Z)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000	%		R 10 000		
R2,001 - R5,000	%		R 10 000		
R5,001 - R10,000	%		R 30 000		
R10,001 - R50,000	%		R 50 000		
Provisional Sum Sub Total Excluding VAT			R 100 000		
Sub-total Excluding VAT					R
SUB-TOTAL Excluding VAT: PART I					R

PART J: General				
Description	No. of units	Price Per Unit	Unit of measure	Price per year Excluding VAT
Safety File – KSIA	1	R	Each	R
Safety File – CDSIA	1	R	Each	R
Safety File – KPA	1	R	Each	R

OEM Training	N/A	N/A	Sum	R 5000
KSIA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking	N/A	N/A	Sum	R 1 000
CDSIA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking	N/A	N/A	Sum	R 1 000
KPA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking	N/A	N/A	Sum	R 1 000
Sub-Total Excluding VAT: PART J				R

PRICE SUMMARY FOR ONE YEAR				
Description			Price	
Price brought forward from Part A			R	
Price brought forward from Part B			R	
Price brought forward from Part C			R	
Price brought forward from Part D			R	
Price brought forward from part E			R	
Price brought forward from part F			R	
Price brought forward from part G			R	
Price brought forward from part H			R	
Price brought forward from part I			R	
Price brought forward from part J			R	
Subtotal per year Excluding VAT			R	
Five (5) Year Contract Price	Annual Price	Escalation %	Escalation Value	Total
Year 1				
Contract Value for Year 1 (Excl.VAT)	R	0%	N/A	R
Year 2				
Contract Value for Year 2 (Excl.VAT)	R	6%	R	R
Year 3				
Contract Value for Year 3 (Excl.VAT)	R	6%	R	R
Year 4				
Contract Value for Year 4 (Excl. VAT)	R	6%	R	R

Year 5				
Five (5) year contract (excluding VAT and Including escalations)	R	6%	R	R

### Labour rates – Bidder to complete

Any work not included under Price Schedule above shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Item	Description	Normal hours (R/hour)	After hours Saturday (R/hour)	After hours Sunday (R/hour)
1	Electrician	R	R	R
2	Semi-Skilled	R	R	R
3	Labourer/Cleaner	R	R	R
4	Engineer	R	R	R
5	VAISALA Engineer	R	R	R
6	Technician	R	R	R
7	Technician assistant	R	R	R

<sup>a</sup>All rates to exclude vat. Subject to agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site. Callouts rate must include all required travelling and the **first hour on site**.

### Travel – Bidder to complete

Airport	Distance	Rate per Km	Return Trip Cost
KSIA			
CDSIA			
KPA			

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

## 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**. 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	Stage4	Stage 5	Stage 6
Check if all the documents have been received	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations (If applicable)	Security Vetting

### 3.3 Mandatory Requirements (*\*Include any minimum requirements and the submission of proof.*)

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

#### 3.3.1 Priced offer

---

3.3.2 Declaration of Interest Form and Politically Exposed Persons

---

3.3.3 SBD 4 Bidder's Disclosure Form

---

3.3.4 SBD 6.1 Preference Points Claim Form

---

3.3.5 SBD 6.2 Declaration for local content and production for PPPFA designated sectors

---

3.3.6 Confidentiality and Non-Disclosure Agreement

---

### 3.4 Local Content and Production

Bidders must complete and return SBD 6.2 (Declaration of Local Content and Production form) on the closing date and time of this bid. ACSA will disqualify any bidder which has not submitted the SBD 6.2 and the supporting Annexures (C, D and E) forms on the closing date and time. The form must be completed under Section 5 of the bid document.

### 3.5 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 which fail to achieve a minimum of **60%** on the functional stage will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows

Description of quality criteria	WQ	Sub criteria	Minimum Threshold	Max Score
		Quality Score		
Organisation Credibility	20	Experience	5	10
		Resource with Vaisala Accredited Certificate to be involved in executing maintenance.	5	10
Human Resources	60	Site Manager	20	30
		Electrician/Technician	20	30
		Health & Safety Plan and Risk Register	5	10
		First Aid Training	5	10
Totals			60	100

#### Breakdown of the Functionality Evaluation Criteria

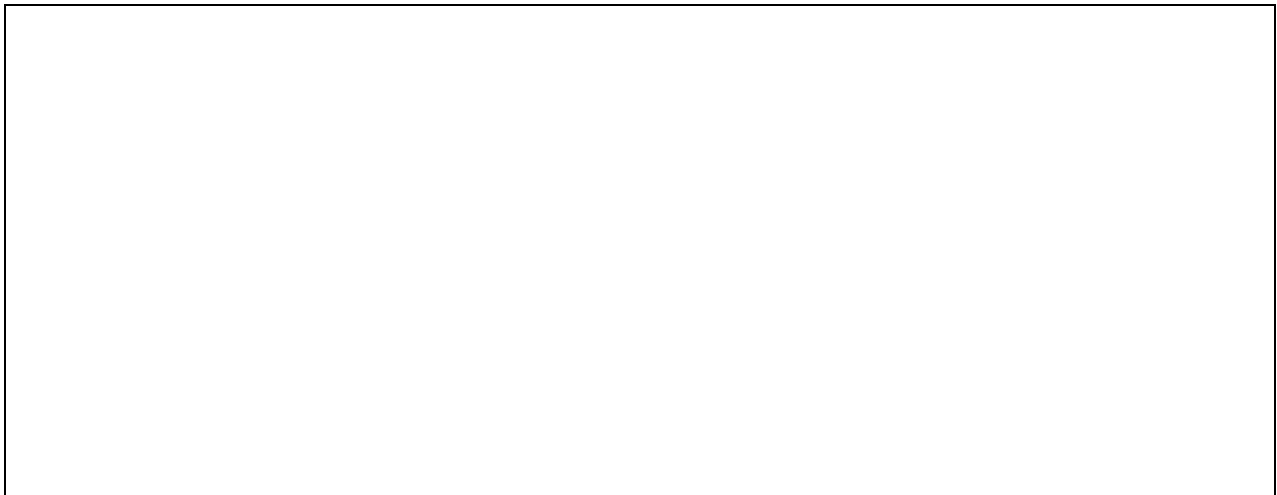
Criteria Description	Minimum Threshold	Maximum Threshold
<p><b><u>ORGANISATION CREDIBILITY (20)</u></b></p> <p><b>1. Experience</b></p> <p>Proven company relevant experience in Automatic Weather Observation System installations (AWOS) and/or maintenance, specifically, the installation, commissioning, calibration, and maintenance of AWOS System. <b>(Completion certificates or Reference Letters with letter head from the client where work was done)</b> of the previous installation work to be attached.</p> <ul style="list-style-type: none"> <li>&lt;3 Years</li> <li>3 - 5 Years</li> <li>&gt; 5 Years</li> </ul>	5	10
<p><b>2. Human Resources (i.e., Key Personnel) with Vaisala Calibration Accreditation certificate) Accreditation person to be involved in maintenance duties.</b></p> <p>Valid Avimet Vaisala Accreditation Certificate or Commitment letter to undergo training upon award.</p> <ul style="list-style-type: none"> <li>Nothing provided</li> <li>Commitment letter to undergo training prior appointment</li> <li>Valid Accreditation Certificate for calibration Person.</li> </ul>	5	10
<p><b><u>HUMAN RESOURCES ( i.e. Key Personnel) (60)</u></b></p> <p><b>3. Site Manager (30)</b></p> <p><b>3.1 Relevant Installation and/or Maintenance of AWOS System - Supervisory Experience (CV's, project details and reference to be supplied)</b></p>	10	15

<table><tr><td>&gt;5 years</td><td>3 -5 years</td><td>&lt;3 years</td></tr><tr><td>15</td><td>10</td><td>0</td></tr></table> <p><b>3.2 Minimum National Diploma/ National technical Diploma electronic/ electrical qualification or NQF equivalent and any management qualification (Certified copies must be attached)</b></p> <table><tr><td>National Diploma in electronics/electrical or higher and Management qualification</td><td>National Diploma or higher in management only</td><td>No qualification</td></tr><tr><td>15</td><td>10</td><td>0</td></tr></table> <p><b>NB: No duplication of candidates per resource.</b></p>	>5 years	3 -5 years	<3 years	15	10	0	National Diploma in electronics/electrical or higher and Management qualification	National Diploma or higher in management only	No qualification	15	10	0	<b>10</b>	<b>15</b>
>5 years	3 -5 years	<3 years												
15	10	0												
National Diploma in electronics/electrical or higher and Management qualification	National Diploma or higher in management only	No qualification												
15	10	0												

<p><b>4. Technician / Electrician (30)</b></p> <p><b>4.1 Relevant Field Experience in Installation and/or Maintenance of AWOS System (CV's, project details and reference to be supplied)</b></p> <table><tr><td>&gt;5 years</td><td>3 -5 years</td><td>&lt;3 years</td></tr><tr><td>15</td><td>10</td><td>0</td></tr></table>	>5 years	3 -5 years	<3 years	15	10	0	<b>10</b>	<b>15</b>
>5 years	3 -5 years	<3 years						
15	10	0						

<p><b>4.2 Minimum N2 electronic/ electrical qualification and trade test or National Diploma Electronics/Electrical (Certified copies must be attached)</b></p> <table border="1" data-bbox="319 584 946 719"> <tr> <td>N3 or higher with trade test or ND Electronics/Electrical or higher only</td> <td>N2 with trade test or S2 or higher with trade test</td> <td>No Quqlfication</td> </tr> <tr> <td>15</td> <td>10</td> <td>0</td> </tr> </table> <p><b>NB: No duplication of candidates per resource.</b></p>	N3 or higher with trade test or ND Electronics/Electrical or higher only	N2 with trade test or S2 or higher with trade test	No Quqlfication	15	10	0	10	15
N3 or higher with trade test or ND Electronics/Electrical or higher only	N2 with trade test or S2 or higher with trade test	No Quqlfication						
15	10	0						
<p><b>SAFETY AND COMPLIANCE (20)</b></p> <p><b>2. Health &amp; Safety Plan and Risk Register</b></p> <p>Health &amp; Safety plan and risk register to be provided, identify risks, Safety Precautions, and mitigation strategies relevant to this works.</p> <ul style="list-style-type: none"> <li>Health and Safety Plan and Risk Register Provided</li> <li>Health and Safety Plan or Risk Register only</li> <li>Health and Safety Plan and Risk Register Not Provided</li> </ul>	5	10						
<p><b>7. First Aid Training</b></p> <p>Key personnel to complete first aid training and in possession of certificates of completion.</p> <ul style="list-style-type: none"> <li>First aid completed and certificates provided.</li> <li>First Aid training booking confirmation</li> <li>First aid certificates or booking confirmation not provided</li> </ul>	5	10						
Total	60	100						





### 3.5.2. Price and Preference

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

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

Where:

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

#### Evaluation of Preference

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

Paste applicable goal here:

Specific Goals	Score	
	20	10
51% owned by Black male and Black women and Black youth and People living with disabilities	20	10

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	8
51% owned by Black male or Black women or Black youth or People living with disabilities	10	6
Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	5	4
Other	0	0

### **3.5.3. Objective Criteria** (*Delete if not applicable/if permission is not granted*)

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**

3.5.3.2.1. The promotion of South African owned enterprises; and/or

3.5.3.2.2. The empowerment of the work force by standardising the level of skill and knowledge of workers; and/or

## 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>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>	
<i>Confidentiality and Non-Disclosure Agreement</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:

<b>OTHER RETURNABLE DOCUMENTS AND INFORMATION</b>	<b>SUBMITTED [Yes or No]</b>
<i>BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit</i>	
<i>Verifiable medical certificate of report as proof of disability(For preference claims) (Not Applicable)</i>	
<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>	
Letter of Good Standing	

#### 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

### 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

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

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

---



---



---

**PEP/DPIP Declaration**

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

**Declaration:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

## 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.
- 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.

---

<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.

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 SBD 6.1

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) 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.

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

The maximum points for this tender are allocated as follows:

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20****or****90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right) \text{ or } P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P<sub>s</sub> = Points scored for price of tender under considerationP<sub>t</sub> = Price of tender under considerationP<sub>min</sub> = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20****or****90/10**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P<sub>s</sub> = Points scored for price of tender under considerationP<sub>t</sub> = Price of tender under considerationP<sub>max</sub> = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) (delete the columns that are not applicable as informed by the budget)***

The specific goals 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)


### 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.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

#### **5.4 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS SBD 6.2**

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](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 –

- 5.2.1 where copies of the confidential Information are held;
- 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
- 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

## 6. **THE USE OF THE COMPANY’S INTELLECTUAL PROPERTY**

6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the “**Company IP**”) for any reason whatsoever without first obtaining the Company’s prior written consent which consent the Company shall be entitled to grant solely at its own discretion.

6.2 If the receiving party requires the use of such Company IP, a request must be sent to [mochaki.monyela@airports.co.za](mailto: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 domicile to any other address which is not a post office box or poste restante.
- 11.3 Any notice required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.
- 11.4 Any notice given and any payment made by one party to the other ("the addressee") which:
- 11.4.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
  - 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.
12. **GENERAL**
- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

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

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

the signatory warranting that he is duly authorised thereto.

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

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

**AS WITNESSES**

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

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

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

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

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

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

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

**AS WITNESSES**

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

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

**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 **maintenance of automated weather observation system (AWOS) reference no KSIA7027/2022/RFP** 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
-------------------------	--	-------------	--	--------	--	-----

Signature:	
Name:	

For and behalf of:

Bidding entity name:	
Capacity:	



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT TENDER REFERENCE NUMBER: KSIA7027/2022/RFP**

**TITLE OF PROJECT: Maintenance of Automated Weather Observation System, communication network and Control Systems**

**NEC 3: TERM SERVICE CONTRACT (TSC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at King Shaka International Airport, Chief Dawid Stuurman International Airport and King Phalo Airport**

(Registration Number: 1993/004149/30)

and

(Registration Number:.....)

for **Maintenance of Automated Weather Observation System, communication network and Associated Control Systems**

---

<b>Contents:</b>	<b>No of pages</b>
Part C1 Agreements & Contract Data	24
Part C2 Pricing Data	7

Part C3	Employer Service Information	10
Part C4	Site Information	1

---

## PART C1: AGREEMENT AND CONTRACT DATA

### C1.1 Form of Offer and Acceptance

#### Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for **Maintenance of Automated Weather Observation Systems, communication network and associated control systems.**

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 of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

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

*(The above amount should be calculated as per the guide provided in the Activity Schedule (PART C2: PRICING DATA). In the event of any conflict between the amount above and the Activity Schedule (PART C2: PRICING DATA), the latter shall prevail.)*



**for the *Contractor***

Signature ..... Date .....

Name ..... Capacity .....

(Name and .....  
address of .....  
organisation) ..........  
Name and .....  
signature .....  
of witness .....

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer 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

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 tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this 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 Service manager (to be confirmed) 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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,

Name and

signature

of witness ..... ..

#### Schedule of Deviations

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....  
.....  
.....  
.....

4 Subject .....  
Details .....  
.....  
.....  
.....

5 Subject .....  
Details .....  
.....  
.....  
.....

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

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

## C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option:	<b>W1: Dispute resolution procedure</b>
	and secondary Options:	
		<b>X1 Price Adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X4 Parent Company Guarantee</b>
		<b>X17 Low Service Damages</b>
		<b>X18: Limitation of Liability (as amended in Option Z)</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited</b>
	Address	<b>1 Canelands Drive, Administration Office MSO Building, King Shaka International Airport, La Mercy, 4407</b> <b>66 Settlers' way King Phalo Airport, East London, 5201</b> <b>And</b> <b>Chief Dawid Stuurman International Airport, Allister Miller Drive, Aero Park Office Complex Block A, 1st Floor, Walmer, 6065</b>

10.1	The <i>Service Manager</i> is:	<b>Mduduzi Sikhakhane - KSIA Mandla Hadebe – CDSIA Sam Luyenge - KPA</b>
11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i>.</b>
11.2(2)	The <i>Affected Property</i> is	<b>King Shaka International Airport, Chief Dawid Stuurman International Airport and King Phalo Airport AWOS Systems</b>
11.2(13)	The <i>Service</i> is	<b>Maintenance of Automated Weather Observation Systems, communication network and associated control systems for the period of five years as set out in Part C3 Service Information.</b>
11.2(14)	The following matters will be included in the Risk Register	Runway closure times Routine maintenance task Early warning Monthly payments Availability of As Built Information Access to site Site Constraints and constructability Progress of the works against the program Travelling public and ACSA Availability of qualified staff Business continuity (Civil unrest,
11.2(15)	The <i>Service Information</i> is in	<b>The section titled <i>Service Information</i> included as Part C3 of this document.</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
21.1	The period within which the <i>Contractor</i> provides the <i>Contractor's Plan</i>	<b>30 calendar days from Contract Date</b>

<b>2</b>	<b>The Contractor's responsibilities</b>	<b>main</b>	<b>Detailed in Part C3 (Service Information)</b>
<b>3</b>	<b>Time</b>		
30.1	The <i>starting date</i> is		<b>Contract signing date by Employer</b>
30.2	The <i>Service Period</i> is		<b>Five (5) years from the starting date or depletion of the Blanket Purchase Agreement amount, whichever comes first</b>
<b>4</b>	<b>Testing and Defects</b>		<b>No data is required for this section of the conditions of contract</b>
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is on the		<b>20th day of each successive month (4) weeks (not more than five)</b>
51.1	The <i>currency of this contract</i> is the		<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is		<b>30 days</b>
51.4	The <i>interest rate</i> is		<b>The prime lending rate of the Nedbank Bank, as determined from time to time.</b>
<b>6</b>	<b>Compensation events</b>		<b>No data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Title</b>		<b>No data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>		<b>Refer to Part C1.4</b>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table		<b>Refer to Part C1.4</b>

<b>9</b>	<b>Termination</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	<b>Refer to Part C2</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The Adjudicator nominating body is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The tribunal is	<b>Arbitration</b>
W1.4	If the tribunal is arbitration, the arbitration procedure is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>
W1.4	The person or organization who will choose an arbitrator	<b>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</b>
<b>12</b>	<b>Data for secondary Option</b>	
<b>X1</b>	<b>Price Adjustment for inflation</b>	<b>The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary</b>
<b>X2</b>	<b>Changes in the law</b>	<b>No data is required for this secondary option.</b>
<b>X18</b>	<b>Limitation of liability</b>	

X18.1	The <i>Contractor's</i> liability to the Employer for indirect or consequential loss is limited to	<b>Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the Employer for loss of or damage to the <i>Employer's</i> property is limited to	<b>The total of the Prices</b>
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	<b>The total of the Prices</b>
X18.4	The <i>Contractor's</i> total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p><b>The <i>Contractor's</i> 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 Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</b></p> <p><b>The excluded matters are amounts payable by the <i>Contractor</i> as stated in this contract for:</b></p> <ul style="list-style-type: none"> <li>- Loss of or damage to the <i>Employer's</i> property,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the <i>Contractor's</i> risks</li> <li>- death of or injury to a person.</li> <li>- infringement of an intellectual property right</li> </ul>
X4	<b>Parent Company Guarantee</b>	<b>Submit proof (where applicable)</b>
X17	<b>Low Damages</b>	<b>As per service level table</b>
X19	<b>Task Order</b>	<b>As per Corrective Maintenance and Adhoc Tasks</b>
X19.1	<b>Identified and defined terms</b>	
X19.2-3	<b>Providing the service</b>	
X19.4	<b>Time</b>	
X19.5-7	<b>Task Order programme</b>	
X19.8-9	<b>Revising the Task Order programme</b>	
X19.10-11	<b>Compensation events</b>	
X19.12	<b>Implementing compensation events</b>	



<b>Z</b>	<b>The <i>Additional conditions of Z1 – Z19 contract</i> are</b>
	<b>Amendments to the Core Clauses</b>
<b>Z1</b>	Interpretation of the law
<b>Z1.1</b>	<p><b>Add to core clause 12.3:</b></p> <p>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> 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>
<b>Z2</b>	<b>Providing the Service:</b>
<b>Z2.1</b>	<p><b>Delete core clause 20.1 and replace with the following:</b></p> <p>The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.</p>
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<p><b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.</p>
	<b>Amendment to the Secondary Option Clauses</b>
<b>Z7</b>	<b>Limitation of liability:</b>
	<b>Insert the following new clause as Option X18.6:</b>
<b>Z7.1</b>	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
<b>Z7.2</b>	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 <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	<b>Additional Z Clauses</b>
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i>
<b>Z8.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liability</b>

<b>Z9.1</b>	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.
<b>Z9.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z9.3</b>	The <i>Contractor</i> 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 <i>Employer</i> .
<b>Z10</b>	<b>Ethics</b>
<b>Z10.1</b>	The <i>Contractor</i> undertakes:
<b>Z10.1.1</b>	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;
<b>Z10.1.2</b>	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
<b>Z10.2</b>	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
<b>Z10.3</b>	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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.
<b>Z11</b>	<b>Confidentiality</b>
<b>Z11.1</b>	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z11.2</b>	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
<b>Z11.3</b>	This undertaking shall not apply to –
<b>Z11.3.1</b>	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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 *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his *Subcontractors* abide by the undertakings in this clause.

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

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub*Contractor* 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 *Service Manager* to achieve this end.

**Z13      *Liens and Encumbrances***

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

**Z14      *Intellectual Property***

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

---

**Z15 Dispute resolution:**

---

**Z15.1 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

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

Panel of Adjudicators

## Z15.2 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

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

Panel of Arbitrators

## Z16 Notification of a compensation event

- Z16.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

## Z17 BBEE and Tax Clearance Certificates

- Z17.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax clearance 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.

## Z18 Communication

- Z18.1** Add a new Core Clause 14.5 and 14.6 to read as follows:

The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

**Z18.2** The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

---

**Z19**      **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:

**Z19.1** 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.

---

**PART C1.2b CONTRACT DATA****PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

---

Name:

Job:

Responsibility:

Qualifications:

Experience:

---

- |      |   |  |
|------|---|--|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none"> <li>• Runway closure times</li> <li>• Routine maintenance task</li> <li>• Early warning</li> <li>• Monthly payments</li> <li>• Availability of As Built Information</li> <li>• Access to site</li> <li>• Site Constraints and constructability</li> <li>• Progress of the works against the program</li> <li>• Travelling public and ACSA</li> <li>• Availability of qualified staff</li> <li>• Business continuity (Civil unrest,</li> </ul> |
|------|---|--|
-



## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

#### **OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

#### **OBJECTIVES**

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

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

**To this end an Agreement must be concluded before any *Contractor* subcontracted work may commence**

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA</b> <b>King Shaka International AIRPORT</b> <b>Chief Dawid Stuurman International Airport</b> <b>King Phalo Airport</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b>  <b>1 Canelands Street, King Shaka International Airport,</b> <b>La Mercy</b> <b>4407</b>  <b>Chief Dawid Stuurman International Airport, Allister Miller Drive, Aero Park Office</b> <b>Complex Block A, 1st Floor</b> <b>Walmer</b>

**6065**

**66 Settlers' way King Phalo Airport,  
East London,  
5201**

**Hereinafter referred to as "Client"**

**Name of organisation:**

**Physical Address:**

**Hereinafter referred to as "the Mandatary/ Principal Contractor"**

## MANDATORY'S MAIN SCOPE OF WORK

### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

### THE UNDERTAKING

The Mandatory undertakes to comply with:

## INSURANCE

1. The Mandatory 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 Mandatory 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 sub*Contractors* if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his sub*Contractors* comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or *Contractor* on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their sub*Contractors* 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 OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date .....

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATARY**

(Warrant his authority to sign)

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**

**AIRPORT COMPANY SOUTH AFRICA**

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

## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.4: ACSA INSURANCE CLAUSES

#### INSURANCE CLAUSES FOR CAPEX PROJECTS

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

#### SECTION A: DEFINITIONS

**Landside** refers to:

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

**Airside** refers to:

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

#### SECTION B: INSURANCE CLAUSES

##### 1. Insurance requirements for contracts with a value below R50million on the LANDSIDE

###### 1.1 Contract Works

- With regards to contract works claims, the *Contractor*/consultant is responsible for a deductible (excess) of R250 000.
- *Contractors* / consultants may re-insure the deductible

###### 1.2 Public Liability

- In the event of a claim against the *Contractor* / consultant for 3<sup>rd</sup> party property damage the *Contractor* / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the *Contractor* / consultant for removal of lateral support, the *Contractor* / consultant will be responsible for a deductible (excess) of R500 000
- *Contractors* / consultants may re-insure the deductibles

###### 1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- *Contractors* who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the *Contractor* and/or consultant.

##### 2. Insurance requirements for contracts below R50million on the AIRSIDE

###### 2.1 Contract Works

- With regards to contract works claims, the *Contractor* / consultant is responsible for a deductible (excess) of R250 000.
- *Contractors* / consultants may re-insure the deductible

###### 2.2 Public Liability

- In the event of a claim brought against the *Contractor* / consultant for 3<sup>rd</sup> party property damage the *Contractor* / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the *Contractor* / consultant for removal of lateral support, the *Contractor* / consultant will be responsible for a deductible (excess) of R750 000

- In the event of a claim brought against the *Contractor* / consultant for damage to aircraft, the *Contractor* / consultant will be responsible for a deductible (excess) of R750 000
- *Contractors* / consultants may re-insure the deductibles

### 2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- *Contractors* who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the *Contractor* and/or consultant.

## 3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

### 3.1 Contract Works

With regards to contract works claims, the *Contractor* / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- *Contractors* / consultants may re-insure the deductibles

### 3.2 Public Liability

- In the event of a claim brought against the *Contractor* / consultant for 3<sup>rd</sup> party property damage the *Contractor* / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim brought against the *Contractor* / consultant for removal of lateral support, the *Contractor* / consultant will be responsible for a deductible (excess) of R500 000
- *Contractors* / consultants may re-insure the deductibles

### 3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- *Contractors* who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the *Contractor* and/or consultant.

## 4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

### 4.1 Contract Works

With regards to contract works claims, the *Contractor* / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- *Contractors* / consultants may re-insure the deductibles

#### 4.2 Public Liability

- In the event of a claim brought against the *Contractor* / consultant for 3<sup>rd</sup> party property damage the *Contractor* / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the *Contractor* / consultant for removal of lateral support, the *Contractor* / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the *Contractor* / consultant will be responsible for a deductible (excess) of R1 250 000
- *Contractors* / consultants may re-insure the deductibles

#### 4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- *Contractors* who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the *Contractor* and/or consultant.



## PART C2: PRICING DATA

### C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List, C2.2 (including the activity schedule).

6% CPI escalation per year on price list is used for pricing estimation purposes only. Price increment shall be as per clause X1 of this contract and will be negotiated yearly on the eve of the contract.

If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the Employer in Tender Data or in an instruction the Employer has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

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 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.

#### AMPLIFICATION OF OR ASSUMPTION 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.

## **DISBURSMENT SCHEDULE**

(a) Only Maintenance related costs listed below and presented to ACSA will be compensated by ACSA.

(b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the work(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA service manager for approval and agreement on the recoverable amount, prior to incurring such cost.

(c) All rates are exclusive of VAT.

(d) No mark-up on any disbursement cost will be paid.

(e) No payment for disbursement will be made for the following:

- Travelling (except for on-site travelling) and accommodation
- Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
- Telephone calls
- Cellular calls
- Computer costs
- Telefaxes (outgoing or incoming)
- Email (sent or received)

## C2.2 Price List

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

PART A: <b>KSIA</b> AWOS Quartely Maintenance						
AWOS System : Quarterly Maintenance (All sensors cleaning, commucation check and control system maintainence and Inspection)						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	AWOS Station	1	Each	R	4	R
2	Maintenance of Sensors	4	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART A						R

PART B: <b>CDSIA</b> AWOS Quartely Maintenance						
AWOS System : Quarterly Maintenance (All sensors cleaning, commucation check and control system maintainence and Inspection)						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	AWOS Station	1	Each	R	4	R
2	Maintenance of Sensors	8	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART B						R

PART C: <b>KPA</b> AWOS Quartely Maintenance						
AWOS System : Quarterly Maintenance (All sensors cleaning, commucation check and control system maintainence and Inspection)						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	AWOS Station	1	Each	R	4	R
2	Maintenance of Sensors	4	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART C						R

PART D: <b>KSIA</b> AWOS Quartely Sensors Calibrations						
AWOS System : Quarterly Calibrations (All sensors in 06, mid and 24))						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	KSIA All AWOS Sensors	16	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART D						R

PART E: <b>CDSIA</b> AWOS Quartely Sensors Calibrations						
AWOS System : Quarterly Calibrations (All sensors in))						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	CDSIA All AWOS Sensors	9	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART E						R

PART F: <b>KPA</b> AWOS Quartely Sensors Calibrations						
AWOS System : Quarterly Calibrations (All sensors)						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	KPA All AWOS Sensors	9	Each	R	4	R
Sub-total Excluding VAT:						R
Sub-total Excluding VAT: PART F						R

PART G: <b>KSIA</b> Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, 8 hour onsite and one day accommodation					
Estimated Call outs	4	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using provisional sum of <b>R100,000</b> for each row as maximum value to determine mark up percentage					
Value of Items	(Z) Mark up (contractor to complete)		(Y) Provisional spares amount for budget purpose		[Y*(1+Z)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000	%		R 10 000		
R2,001 - R5,000	%		R 10 000		
R5,001 - R10,000	%		R 30 000		
R10,001 - R50,000	%		R 50 000		
Provisional Sum Sub Total Excluding VAT			R 100 000		
Sub-total Excluding VAT					R
SUB-TOTAL Excluding VAT: PART G					R

PART H: <b>CDSIA</b> Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, 8 hour onsite and one day accommodation					
Estimated Call outs	4	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using provisional sum of <b>R100,000</b> for each row as maximum value to determine mark up percentage					
Value of Items	(Z) Mark up (contractor to complete)		(Y) Provisional spares amount for budget purpose		[Y*(1+Z)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000			%		
R2,001 - R5,000			%		

R5,001 - R10,000	%	R30,000	
R10,001 - R50,000	%	R50,000	
Provisional Sum Sub Total Excluding VAT		R100,000	
Sub-total Excluding VAT			R
SUB-TOTAL Excluding VAT: PART H			R

PART I: KPA Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, 8 hour onsite and one day accommodation					
Estimated Call outs	20	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using provisional sum of R100,000 for each row as maximum value to determine mark up percentage					
Value of Items	(Z) Mark up (contractor to complete)		(Y) Provisional spares amount for budget purpose		[Y*(1+Z)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000	%		R 10 000		
R2,001 - R5,000	%		R 10 000		
R5,001 - R10,000	%		R 30 000		
R10,001 - R50,000	%		R 50 000		
Provisional Sum Sub Total Excluding VAT			R 100 000		
Sub-total Excluding VAT					R
SUB-TOTAL Excluding VAT: PART I					R

PART J: General				
Description	No. of units	Price Per Unit	Unit of measure	Price per year Excluding VAT
Safety File – KSIA	1	R	Each	R
Safety File – CDSIA	1	R	Each	R
Safety File – KPA	1	R	Each	R

OEM Training	N/A	N/A	Sum	R 5000
KSIA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking	N/A	N/A	Sum	R 1 000
CDSIA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking	N/A	N/A	Sum	R 1 000
KPA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking	N/A	N/A	Sum	R 1 000
Sub-Total Excluding VAT: PART J				R

PRICE SUMMARY FOR ONE YEAR				
Description		Price		
Price brought forward from Part A		R		
Price brought forward from Part B		R		
Price brought forward from Part C		R		
Price brought forward from Part D		R		
Price brought forward from part E		R		
Price brought forward from part F		R		
Price brought forward from part G		R		
Price brought forward from part H		R		
Price brought forward from part I		R		
Price brought forward from part J		R		
Subtotal per year Excluding VAT		R		
Five (5) Year Contract Price	Annual Price	Escalation %	Escalation Value	Total
Year 1				
Contract Value for Year 1 (Excl.VAT)	R	0%	N/A	R
Year 2				
Contract Value for Year 2 (Excl.VAT)	R	6%	R	R
Year 3				
Contract Value for Year 3 (Excl.VAT)	R	6%	R	R
Year 4				
Contract Value for Year 4 (Excl. VAT)	R	6%	R	R

Year 5				
Five (5) year contract (excluding VAT and Including escalations)	R	6%	R	R

### Labour rates – Bidder to complete

Any work not included under Price Schedule above shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Item	Description	Normal hours (R/hour)	After hours Saturday (R/hour)	After hours Sunday (R/hour)
1	Electrician	R	R	R
2	Semi-Skilled	R	R	R
3	Labourer/Cleaner	R	R	R
4	Engineer	R	R	R
5	VAISALA Engineer	R	R	R
6	Technician	R	R	R
7	Technician assistant	R	R	R

<sup>a</sup>All rates to exclude vat. Subject to agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site. Callouts rate must include all required travelling and the **first hour on site**.

### Travel – Bidder to complete

Airport	Distance	Rate per Km	Return Trip Cost
KSIA			
CDSIA			
KPA			



**PART 3: SERVICE INFORMATION**

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's Service Information</i>	9
	Total number of pages	10

## **PART C3: EMPLOYER'S SERVICE INFORMATION**

### **Contents**

<b>Part 3: Scope of Work .....</b>	<b>83</b>
<b>C3.1: Employer's service Information .....</b>	<b>83</b>
<b>1 Description of the service .....</b>	<b>83</b>
1.1 Executive overview .....	86
1.2 <i>Extent of the works</i> .....	86
1.3 Activity Schedule .....	86
1.4 Preferential procurement procedures .....	86
1.5 Employers requirements for the service .....	86
<b>2 Management strategy and start up. ....</b>	<b>37</b>
2.1 The <i>Contractor's</i> plan for the <i>service</i> .....	87
2.2 Management meetings .....	87
2.3 <i>Contractor's</i> management, supervision and key people .....	87
2.4 Provision of bonds and guarantees .....	88
2.5 Documentation control .....	88
2.6 Invoicing and payment.....	88
2.7 Insurance provided by the <i>Employer</i> .....	88
2.8 Things provided at the end of the <i>service period</i> for the <i>Employer's</i> use .....	89
2.8.1 Equipment .....	89
2.8.2 Information and other things .....	89
2.9 Management of work done by Task Order .....	86
<b>3 Health and safety, the environment and quality assurance .....</b>	<b>89</b>
3.1 Health and safety risk management .....	89
<b>4 Procurement .....</b>	<b>90</b>
4.1 People.....	90
4.1.1 Minimum requirements of people employed .....	91
4.1.2 BBBEE and preferencing scheme .....	40
4.2 Subcontracting .....	91
4.3 <i>Contractor's</i> procurement of Plant and Materials .....	40
<b>5 Working on the Affected Property.....</b>	<b>41</b>
5.1 <i>Cellphones and two way radios</i> .....	41
5.2 Protection of the public .....	41
5.3 Barricades and lighting .....	41
5.4 Quality assurance requirements .....	41



## 1. Description of the service

### 1.1 Executive overview

The objective is to maintain the serviceability of the Automated Weather Observation System and Associated Control Systems at King Shaka International Airport, Chief Dawid Stuurman International Airport and King Phalo Airport in a sustainable manner while ensuring compliance to SACAA CATS139 and CAT2 ICAO Annex 3 Volume 1 Edition 6 and as amended.

The *Contractor* will maintain all the AWOS systems, inclusive of all electronics and fibre cables. The scope of work is divided into preventative tasks and ad-hoc maintenance and call outs. The *Contractor* shall provide labour rates for ad-hoc related work and there shall be fixed monthly costs for the preventative work.

The scope of the maintenance is divided into the following sub-categories

- AWOS maintenance and sensor calibrations

- Corrective Maintenance

The contractor shall attend to all callouts and /or ad-hoc maintenance and the response times shall be as stipulated in the Service Level Agreement.

- Spare supply

### 1.2 Extend of the Works

The extent of the works is as follows:

- General inspection and cleaning
- Checking system hardware integrity
- Checking system software integrity
- Back up Data clean server and PC
- Check integrity of communications system
- Attend to all system generated alarms
- Check grass and report if short, no obstacles within 9m of sensors, Earth cables connected.
- All Sensor Calibration
- Issue statutory calibration certificates Three (3) monthly

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

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

Where, such a need is mutually agreed between the *Contractor* and ACSA, ACSA shall put in place a “Hotline” (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the *Contractor* shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by ACSA. The *Contractor* shall NOT add any mark-up to any Hotline related expenses. A “Hotline” agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

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

The *Contractor* shall comply with the Minimum Staffing Schedule always – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the *Contractor* from time to time.

The *Contractor* shall always remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the *Contractor* not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

The *Contractor* will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

The *Contractor* shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The *Contractor* shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.

The *Contractor* will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the Activity Schedule. The *Contractor* shall arrange for the spares room. The *Contractor* shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensure that spares are effectively managed and scrapped parts and waste removed from site.

The *Contractor* will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The *Contractor* shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

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

### 1.3 Activity Schedule

The column headings and the conventions used in the table below have the following meaning:

Column Heading	Meaning
Asset Group	AWOS asset groups as defined above.
Activity	A short description of the maintenance activity to be performed.
Frequency	The code used to reflect the intervals between which maintenance activities shall be performed. The convention used is: D = Daily, W = Weekly, M = Monthly, Y = Yearly.

Asset Group	Activity	Frequency
3 Monthly Calibration	Three Monthly Maintenance and Calibration	3M
	Ceilometer	
	1. Clean the window	
	2. Check the data message for alarms or warnings	
	Solar Radiation Sensor:	
	1. Clean the dome	
	2. Check that the sensor is horizontally levelled	
	3. Check silica gel and replace with active material if required	
	Forward Scatter Visibility Sensor:	
	1. Clean the optical path and lenses	
	Present Weather Sensor:	
	1. Clean the optical path and lenses	

	Electrical Panel:	3M
	1. Inspect for mechanical damage and damage to the junction box	
	2. Inspect sensor cables and connectors for damage	
	3. Inspect screw terminal inside and cables inside	
	4. Clean electrical panel and check for water leakage	
	5. Check locks	
	6. Clean UPS batteries	
	AWOS Site:	
	1. Inspect site and check that grass is short	
	2. Ensure there are no obstacles within 9 meters of sensors	3M
	2. Ensure earth cables are connected	
Three Monthly Maintenance and Calibration	1. Perform three monthly maintenance and calibration as per approved contractor's task list	3M

#### Specific Maintenance Tasks for System - Automated Weather Observation System

Activity	Activity Description	Frequency
3 Monthly Inspection and Cleaning	The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract and as listed on the approved inspection sheet	3M
	Temperature & Humidity Sensor:	
	1. Check hardware integrity, filter, cables and gaskets	
	2. Clean radiation shield from any particles obstructing free ventilation, i.e. dry leaves, spider's nets, etc.	
	Wind Sensor:	
	1. Check hardware integrity and cable connector check	
	2. Clean wind sensor	
	3. Check arm is parallel to the runway, mast straight and tighten bolts	
	4. Check wind sensor earthling	
	Main Weather Station Data Collection Panel	
	1. Clean the enclosure and its radiation shield	
	2. Inspect the door rubber gasket	
	3. Inspect battery for leakage	
	4. Check that cable feed through and connectors are secured and there is no sign of corrosion	

#### **1.4 Preferential procurement procedures**

##### **Requirements**

The *Contractor* will respect OEM warranties to ACSA always when procuring spare parts, products or 3<sup>rd</sup> party services. It will be the *Contractor's* sole responsibility to ensure that OEM warranty requirements are adhered to always.

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

The *Contractor* must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

No casual labour (i.e. "off the street" labour) may be employed by the *Contractor* unless pre-arranged with ACSA. Whenever this is required, the *Contractor* shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

#### **1.5 Employer's requirements for the service**

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof. All works shall further comply to ICAO Annex 14 requirements and SACAA CATS 139.

All work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with OEM requirements.

## 2. Management strategy and start up.

### 2.1 The Contractor's plan for the service

The *Contractor* shall provide a plan that addresses each activity as outlined *Employer's* requirements for the service. The plan shall include the following

- Starting and end date of the services
- Allocation of resources (personnel and equipment)
- Access on the manoeuvring area (PARTAC, AVOB, Vehicle permit, personnel permits and equipment)
- Time and risk allowances
- Adherence to procedures as set out in the contract and airside operations
- Health, safety and environmental requirements
- Method statement on how each of the requirements as set out *Employer's* requirements for the services will be undertaken taking into consideration that some activities may require closure of affected taxiway or runway.
- Other Service information provided by the *Contractor* for the *Employer's* acceptance

### 2.2 Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on Wednesday at 10:00am	Airside Control Room	Site Manager First Electrician Service Manager
Overall contract progress and feedback	Monthly on ____ at ____		<i>Employer, Contractor and ____</i>

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

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

### 2.3 Contractor's management, supervision, and key people

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.



The contractor will be required to provide an organogram indicating all key people, contact details and responsibilities

## **2.4 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 *Service 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.

## **2.5 Documentation control**

Work instructions, daily check sheets, monthly maintenance reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

All contractual formal communication shall be done using the TSC3 templates. All written communication shall be email.

## **2.6 Invoicing and payment**

Within one week of receiving a payment certificate from the *Service 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 *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to the relevant airport as follows

Airports Company South Africa SOC Ltd

King Shaka International Airport,

Chief Dawid Stuurman International Airport and

King Phalo Airport

\_\_\_\_\_ and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*.

The contract number and title;

*Contractor's* VAT registration number;

The *Employer's* VAT registration number \_\_\_\_\_;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

The Contractor should arrange with ACSA's finance department for making all payments electronically.

## **2.7 Insurance provided by the Employer**

Refer to General Conditions of Contract

## **2.8 Things provided at the end of the service period for the Employer's use**

### **2.8.1 Equipment**

All tools and equipment provided by the Employer shall be returned and it shall be within the same **state as it was handed over to him.**

### **2.8.2 Information and other things**

Clause 70.2 requires that information and other things which the *Contractor* is to provide at the end of the *service period* be stated in the Service Information.

The contractor is required to provide a list of equipment intended for use as per the scope and requirements of this contract.

## **2.9 Management of work done by Task Order**

The Employer's Service Manager or His representative will identify items of work that need to be undertaken and shall compile these into batches of works known as Tasks.

The Service Manager will issue these Tasks to the Contractor, by raising them as a Task Order, through a Works Order. Each Task Order will include:

- Details of the location and description of the repairs that are to be carried out;
- A priced list of items, using the Prices from the Price List;
- the required level of response for each repair;
- The amount of delay damage for the late completion of the Task;
- The total of Prices for the Task.

The Contractor shall prepare a Task Instruction program within the period stated in the instructing Task Instruction and completes all of the repairs listed in the Task, in accordance with the required levels of response, before reporting their completion back to the Service Manager.

Any work not included under planned maintenance shall be deemed additional work or non-scheduled Task Orders and will be charged at the rates specified in the pricing schedule

## **3. Health and safety, the environment and quality assurance**

### **3.1 Health and safety risk management**

The Service Manager shall be entitled to fine the Contractor an amount of R2000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

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

All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.



The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

*Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.*

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. Care must also be taken to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

#### **4. Procurement**

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

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

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring equipment or spares.

No casual labour (i.e. “off the street” labour) may be employed by the Contractor unless pre-arranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

## **4.1 People**

### **4.4.1 Minimum requirements of people employed**

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

## **4.2 Subcontracting**

No part of this Contract may be subcontracted unless with written approval from ACSA. ACSA shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the *Contractor* will be responsible for all Works (or failure to affect the Works) as if it was done so by the *Contractor*.

## **4.3 Contractor’s procurement of Plant and Materials**

The *Contractor* will respect OEM warranties to ACSA always when procuring spare parts, products or 3<sup>rd</sup> party services. It will be the *Contractor’s* sole responsibility to ensure that OEM warranty requirements are adhered to always.

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

The *Contractor* must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

No casual labour (i.e. “off the street” labour) may be employed by the *Contractor* unless pre-arranged with ACSA. Whenever this is required, the *Contractor* shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

The *Contractor* shall provide resin for back filling of slots and insert base installation. The *Contractor* shall provide all necessary Plant and Material, tools to ensure that the work is performed.

## **5. Working on the Affected Property**

### **5.1 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.

### **5.2 Protection of the public**

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded to safeguard children and the general public from injury relating to machinery, work or other.

### **5.3 Barricades and lighting**



Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

#### **5.4 Quality assurance requirements**

All work must be executed in accordance with prevailing industry norms and standards relating to quality (ISO9001). In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

**ANNEX A****Environmental constraints and management****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
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>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.</li> <li>Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>Waste shall be separated as general or hazardous waste.</li> <li>General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>Contractors must keep on file: <ol style="list-style-type: none"> <li>The name of the contracting waste company</li> <li>Waste disposal site used</li> <li>Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>

<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	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.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

### Penalties

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

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

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

**ANNEX B****LOW SERVICE TABLE**

<b>Service Requirement</b>	<b>Target</b>	<b>Low Damages</b>
Cleaning of all devices	100%	10% of AWOS 3month service cost
Conduct 3monthly calibration	100%	10% of 3monthly Calibration cost
All repair work to be completed and job cards and Work Orders completed within agreed times	100%	10% of Quarterly service cost
Respond to call out within 48 hours	90%	10% of the combined annual call out costs
Resolution of the faults within 48 hours except where spares are not available due to employer failure to procure	95%	10% of resolution/repair cost for each day after 48 hours to the maximum of 30%
Submit report within a week after completion of each service	100%	10% of the respective service conducted
Completion of service or repair work	100%	10% of non -completed service or repair work cost
Response to communication from Service Manager as per contract terms and conditions	100%	10% of total contract equivalent monthly costs
Implementation of Service Manager instructions	100%	10% of total contract equivalent monthly costs
Nonresponse to 3 x Early Warnings of the same risk after 3 x risk meetings have been conducted	100%	Termination
Failure to retain of each of key personnel within 6 months of departure	100%	Termination



**ANNEX C**

**OCCUPATIONAL HEALTH AND SAFETY 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) 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:**

<p><b>Name of Organization:</b></p> <p align="center"><b>AIRPORTS COMPANY SOUTH AFRICA</b></p> <p><b>KING SHAKA INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT</b></p>
<p><b>PHYSICAL ADDRESS:</b></p> <p><b>1 Canelands Street, King Shaka International Airport, La Mercy 4407</b></p> <p><b>Chief Dawid Stuurman International Airport, Allister Miller Drive, Aero Park Office Complex Block A, 1st Floor Walmer 6065</b></p> <p><b>66 Settlers' way King Phalo Airport, East London, 5201</b></p>

**Hereinafter referred to as "Client"**

<p><b>Name of organisation:</b></p>
-------------------------------------

<b>Physical Address</b>
-------------------------

Hereinafter referred to as “the Mandatary/ Principal Contractor”

## 1.2 MANDATORY’S MAIN SCOPE OF WORK

<b><i>To be completed by contractor</i></b>

## GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. “Mandatary” is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE 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 Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandataries who utilize the services of their own Mandataries (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatary undertakes for the client.



9. All documentation as per the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

## THE UNDERTAKING

The Mandatary undertakes to comply with:

## INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
  - Public Liability Insurance Cover as required by the Subcontract Agreement.
  - 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 always 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 user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a 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, \_\_\_\_\_ (Name and Surname), 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**



#### **PART C4: SITE INFORMATION**

**ALL THE WORKS WILL BE AT KING SHAKA INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT ON THE AIRSIDE.**

The works are located at the King Shaka International Airport, Chief Dawid Stuurman International Airport and King Phalo Airport airside. The AWOS system is located on along the above airports runways. The control part and the computers are located at the control centre which is also on the airside. The airside is operational 24 hours a day 7 day a week. The contractor is required to comply to all airside regulations and no work shall commence until the safety file has been approved and a permit to work issued.

There at the SAWS and ATNS buildings .