

TENDER FOR THE MAINTENANCE OF THE SERVICEABILITY OF THE AUTOMATED WEATHER OBSERVATION SYSTEMS AT O.R TAMBO INTERNATIONAL AIRPORT AND BRAM FISCHER INTERNATIONAL AIRPORT FOR A PERIOD OF 03 YEARS.

Tender Number: : ORTIA6899/2022/RFP

Issue Date : 15th August 2022

Original Closing Date : 13th September 2022 @12:00 PM

Briefing Session Date and Time : Non-Compulsory, Microsoft Teams Briefing Session
25th August 2022 @11:00 AM

1. SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tenders are available on www.etenders.gov.za and <http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders>. Kindly print and complete.

1.2. Bid Submission

Tenderers must email bid documents and clearly stipulate, the full description of the tender, the tender number and state when 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 (Refer to section 12). 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 tender documents. Bid documents must be submitted on or before **01st September 2022 @12:00 PM using** the following method(s):

1.2.1. Closing Date

The closing time for receipt of tenders is **13th September 2022 @12:00 PM** (South African Standard Time). Tenders must be placed inside the **Tender Box B at the O. R. Tambo International Airport**. Telephonic, telegraphic, telex and facsimile tenders will not be accepted.

Please also send a we-transfer link of your tender documents for backup of the physical submitted tender documents together with the above physical submission.

Tenderers must submit two (two) files, one (01) original and one (01) copy of their tender submission document.

Location of tender box:

ACSA North Wings Offices, International Terminal Building 3rd Floor,

O. R. Tambo International Airport

Physical address:

ACSA North Wings Offices

International Terminal Building 3rd Floor

O. R. Tambo International Airport

Identification details: Bid Ref. No: ORTIA6899/2022/RFP

TITLE: Maintenance of the serviceability of the automated weather observation systems at O.R Tambo International Airport and Bram Fischer International Airport.

No late tenders will be accepted.

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

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

1.3. Alternative Bids

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

1.4. Late Bids

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

1.5. Clarification and Communication

Name:	Mochaki Monyela
Designation:	Senior Buyer
Cell:	064 177 6644
Email:	mochaki.monyela@airports.co.za
Fax:	N/A

1.5.1. Request for clarity or information on the tender may only be requested until **18th August 2022** at **04:00 PM**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal invitation.

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

1.6. Non-Compulsory Briefing Session

A non-compulsory clarification meeting with representatives of the Employer will take place via **Teams** on the **12th August 2022 @11:00 AM** ,See below link:

Join on your computer or mobile app

[Click here to join the meeting](#)

Meeting ID: 385 841 870 831

Passcode: 6j9zms

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

Or call in (audio only)

[+27 21 834 0841](tel:+27218340841), [303668904#](tel:+27218340841) South Africa, Cape Town

Phone Conference ID: 303 668 904#

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

1.7. Bid Responses

Bid responses must be strictly prepared and returned in accordance with this tender document. Bidders may be disqualified where they have not materially complied with any of ACSA's requirements in terms of this tender document. Changes to the bidder's submission will not be allowed after the closing date of the tender. 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.

1.8. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this tender;
- 1.8.2. Split the award of this tender;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;
- 1.8.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- 1.8.5. To reject the lowest acceptable tender received; and/or
- 1.8.6. Cancel this tender.

1.9. Validity Period

- 1.9.1. ACSA requires a validity period of **120 working days** for this tender.
- 1.9.2. 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.

1.10. Confidentiality of Information

- 1.10.1. ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore,
- 1.10.2. ACSA will not disclose the names of bidders until the tender process has been finalised.
- 1.10.3. Bidders may not disclose any information given to the bidders as part of this tender 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 tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA **with the bid**.

1.11. 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

Free Fax: 0800 00 77 88

Email: acsa@tip-offs.com

2. SECTION 2: PRE-QUALIFICATION CRITERIA

2.1. In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups.

2.2. The bidder must be B-BBEE **Level 1, 2, 3 & 4** to be considered for this bid.

2.3. A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified.

2.4. Mandatory Requirements

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

2.4.1 Completed in full and signed Form of offer.

2.4.2 A Valid Letter of Good standing with workman's compensation commissioner COIDA

2.4.3 Completed in full and signed Declaration of Interest (SBD 4).

3. SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

1. Introduction

Since inception, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable, and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (BFN), Upton (UTN), Port Elizabeth (PLZ), East London Airport (ELS), George Airport (GRJ), Kimberley Airport (KIM) and the Corporate Office.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company's excellent financial performance over time. This has

enabled the Company to transform South Africa's airports into world-class airports, delivering value for customers, stakeholders, shareholders, and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim.

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.

3. Employers Objectives

The objective of the employer is to solicit a service provider that will be fully responsible for maintenance of AWOS and associated control systems for a period of 36 months.

4. Scope of work

4.1 Executive overview

The objective is to maintain the serviceability of the Automated Weather Observation System and Associated Control Systems at O. R. Tambo International Airport and Bram Fischer International 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 quarterly costs for the calibration services.

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

1. AWOS sensor calibrations
2. Ad-hoc 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.

4. SECTION 4: PREFERENCE POINTS AND PRICE (SBD 6.1)

4.1. Preference Points Claims

4.1.1. In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:

4.1.1.1. The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

4.1.1.2. The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

4.1.2. The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

4.2. The maximum points for this bid are allocated as follows:

	Points
4.2.1. Price	<u>80</u>
B-BBEE Status Level of Contribution	<u>20</u>
Total Points for Price and B-BBEE must not Exceed	100

4.2.2. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

4.2.3. ACSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by ACSA.

4.3. Definitions

4.3.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

4.3.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

4.3.3. **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 4.3.4. **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 4.3.6. **“Designated Group”** means:
- 4.3.6.1. Black Designated Groups;
 - 4.3.6.2. Black People;
 - 4.3.6.3. Women;
 - 4.3.6.4. People with disabilities; or
 - 4.3.6.5. Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 4.3.7. **“Consortium or Joint Venture”** 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;
- 4.3.8. **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 4.3.9. **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 4.3.10. **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 4.3.11. **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 4.3.12. **“Person”** includes a juristic person;
- 4.3.13. **“PPPFA”** means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 4.3.14. **“Price”** means all applicable taxes less all unconditional discounts.
- 4.3.15. **“QSE”** means a qualifying small business enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 4.3.16. **“Rand Value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- 4.3.17. **“Rural Area”** means:
- 4.3.17.1. a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or

- 4.3.17.2. an area including a large settlement which depends on migratory labour and remittances and govern social grants for survival and may have a traditional land tenure system.
- 4.3.18. **“Total Revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 4.3.19. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 4.3.20. **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 4.3.21. **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 4.3.22. **“Youth”** has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA.

4.4. **Adjudication Using A Point System**

- 4.4.1. The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.
- 4.4.2. Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 4.4.3. Points scored will be rounded off to the nearest 2 decimal places.

4.5. **Award of Business where Bidders Have Scored Equal Points Overall**

- 4.5.1. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 4.5.2. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 4.5.3. Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

4.6. **Points Awarded for Price (Applicable in percentage)**

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4.6.1. Points Awarded for B-BBEE Status Level of Contribution (applicable)

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

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

4.6.1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.

4.6.1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.

4.6.1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

- 4.6.1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.6.1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.6.1.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6.1.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7. Bid Declaration

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

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 4.2.1)

B-BBEE Status Level of Contribution: _____ = _____ (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 0 must be in accordance with the table reflected in paragraph 4.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

4.8. Sub-Contracting

4.8.1. Will any portion of the contract be sub-contracted? YES/NO (**Delete whichever is not applicable*)

4.8.2. If yes, indicate:

4.8.2.1. The sub-contracted percentage is: _____%

4.8.2.2. The type of ownership is as follows in terms of percentage out of 100:

4.8.2.2.1. black ownerships is: _____

4.8.2.2.2. black youth ownership is: _____

4.8.2.2.3. black women ownership is: _____

4.8.2.2.4. black people with disabilities ownerships is: _____;

4.8.2.2.5. black people in rural areas, underdeveloped areas or townships
ownerships is: _____

4.8.2.2.6. black ownership of the co-operative is: _____

4.8.2.2.7. black people who are military veteran ownership is: _____

4.8.2.2.8. Combined ownership of any of the above is: _____.

4.8.3. The tendering condition must specify that the tenderer may only subcontract to a QSE listed above if the QSE has a B-BBEE status level that is equal to or more than that of the tenderer/bidder.

4.8.3.1. The name of the sub-contractor is:

4.8.3.2. The B-BBEE status level of the sub-contractor is: _____

4.8.3.3. The sub-contractor is an EME: YES / NO (*Delete *whichever is not applicable*)

4.8.4. A bidder may not sub-contract any portion of the tender after award without the written approval a delegated ACSA representative.

4.9. Declaration with Regard to the Bidder

4.9.1. Name of bidding
entity

4.9.2. VAT Registration

4.9.4. Company
registration number:

4.9.5. Type of company /
firm:

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

4.10. Describe principal business activities

4.11. Company Classification

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transportation, *etcetera*.

[TICK APPLICABLE BOX]

4.12. Total numbers of years the company / firm has been in business:

4.13. I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in this bid of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 4.13.1. The information furnished is true and correct;
- 4.13.2. The preference points claimed are in accordance with the General Conditions as indicated in this Section;
- 4.13.3. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;
- 4.13.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:
- 4.13.4.1. Disqualify the person from the bidding process;
- 4.13.4.2. Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- 4.13.4.3. 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.
- 4.13.4.4. Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- 4.13.4.5. Forward the matter for criminal prosecution.

Witnesses:

1. _____

Signature(s) of bidder(s)

2. _____

Date: _____

Address: _____

5. SECTION 5: EVALUATION CRITERIA

5.1. Evaluation Criteria

5.1.1. ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for **pre-qualifying criteria/ / functionality/ Price and B-BBEE**. 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 tender process.

5.1.2. 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

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

Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6
Check if all the documents have been received	Check if Bidder meets the pre-qualifying criteria	Mandatory and Administrative requirement documents	Evaluate on functionality or the technical aspect of the bid	Evaluate price (Percentage) and Preference (B-BBEE)	Post tender negotiations if needed

5.3. Mandatory Requirements

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

2.4.1 Completed in full and signed Form of offer.

2.4.2 A Valid Letter of Good standing with workman's compensation commissioner COIDA

2.4.3 Completed in full and signed Declaration of Interest (SBD 4).

5.4. Functionality

Description of quality criteria	WQ	Sub criteria	Max Score	Minimum Threshold
		Quality Score		
Tenderer's resource proposal	75	Qualifications	40	24
		Year of experience in similar works	35	21
Company experience and References	25	At least three (03) references	25	15
Total	100		100	60

5.3.1. Functionality / Technical

The functionality/technical 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 comprise of the following:

Bidders must go through Pre-qualification Criteria and Mandatory Requirement in order to advance from the functional/technical requirements stage of the evaluation:

5.3.2. Threshold

The functional/technical evaluation will be based on a threshold, where bidders which fail to achieve a minimum of **60 points** on the functional/technical stage will not be considered further in the evaluation. **Bidders must meet the minimum threshold per Sub-criterion in order to proceed to the next phase of evaluation. Should a bidder meet or exceed minimum total of 60 points but fail to achieve the minimum points as set per Sub-criterion, the bidder will not be considered further in the evaluation.**

Tenderer's Resource Proposal (75):

Qualifications (40):

Electrician (15)	Semi-Skilled (5)	Certified Calibration Resource (20)
Trade test- Electrical-(9) Wireman's licence – (15)	Senior Certificate – (3) Senior certificate and safety certificate-(5)	Avimet automated weather observation system (VAISALA)-(20)

Experience (35):

Electrician (10)	Semi-Skilled (5)	Certified Calibration Resource (20)
<3 years = (0)	<1 years = (0)	<3 years = (0)
3years = (6)	1years = (3)	3years = (12)
>3years= (10)	>1years= (5)	>3years= (20)

Company Experience and Tenderers References (25)

The Tenderer should provide proof of at least three (03) company references of similar or relevant works previously done or currently ongoing on the client's letterhead.

References (25)
Less than three (03) reference= (0)
3 Reference = (15)
More than three References = (25)

5.4 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20** Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exist, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*. Bidders to note that the pricing schedule is located I the NEC TSC part C2.

6 SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

ACSA will disqualify from the tender process any bidder that has failed to submit (i.e. signed/acknowledged/initialled) mandatory returnable documents and information on the closing date and time. 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:

MANDATORY RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Completed in full and signed Form of offer Price Schedule	
A Valid Letter of Good standing with workman's compensation commissioner COIDA	
Declaration of Interest (SBD 4)	

6.2 Other Returnable Documents and information

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

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Price Schedule SBD 6.1 Preference points and price (Section 4)	
SBD 4 Declaration of Interest (Section 7)	
Schedule of the Tenderer's Company References (Section 10)	
Schedule of Health and Safety Agent Experience (Section 11)	N/A
Certificate of authority to sign tender/contract (Section 12).	
B-BBEE Certificate (Section 13)	
Tax Clearance Certificate (section 14)	
Certificate of Incorporation (Section 15)	
Letter of good standing with the Workers Compensation Commissioner (Section 16)	
Proof of registration or proof of application for registration with the CSD (Section 17)	

Occupational Health and Safety Act (1993) Section 37(2) appointment (section 18)	
Environmental Terms and Conditions (section 19)	
B-BBEE Certificate or Sworn Affidavit of Subcontractor (Section 20) (where applicable)	
a. A valid Professional Indemnity or Public Liability insurance cover certificate for ACSA insurance excess cover as per C 1.4.	

6.3 Validity of submitted information.

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has change.

7. SECTION 7: DECLARATION OF INTEREST (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 interest¹ in the enterprise,
employed by the state? **YES/NO**

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

2.2

Full Name	Identity Number	Name of State institution

Do you, or any person connected with the bidder, have a relationship with any person who is

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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

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

clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature Date

.....
Position Name of bidder

Section 10: Schedule of the Tenderer's Relevant References

Bidders are required to demonstrate that they have executed relevant projects. Relevant projects are projects that meet the following:

- Supply of Technical Spares.

The tenderer must populate or reproduce the table below to demonstrate the required project experience. All references must be contactable.

Schedule of the Tenderer's Company Experience
--

Company Name:	
<p><u>Project 1 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p> <p><u>Project 2 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p> <p><u>Project 3 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p> <p><u>Project 4 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p> <p><u>Project 5 Name:</u> Project Description: Start: Completion: Project Value including VAT: Contactable Referee Name: Contactable Referee Tel/Cell Number:</p>	

Note: When completing the above schedule, Tenderer's must be cognisant of the evaluation criteria as described in the functionality. The above schedule can be reproduced by the bidder to suit.

Section 11: Schedule of key personnel's details

Electrician

Make as many copies of this page as required

A schedule needs to be completed for each person from Artisan Assistant (technician Assistant) level and upwards that will be involved in the contract.

Name: _____

Surname: _____

Nationality: _____

Date of Birth: _____

Highest Qualification: _____

**Major Experience
(indicate3
corresponding
periods):** _____

Training (indicate corresponding periods)

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

Semi-Skilled Resource

Make as many copies of this page as required

A schedule needs to be completed for each person from Artisan Assistant (technician Assistant) level and upwards that will be involved in the contract.

Name: _____

Surname: _____

Nationality: _____

Date of Birth: _____

Highest Qualification: _____

**Major Experience
(indicate3
corresponding
periods):** _____

Training (indicate corresponding periods)

The undersigned confirms that the information provided above is correct.

Name: _____

Signed: _____

Date: _____

Schedule of key personnel’s details

Make as many copies of this page as required

Certified Calibration resource

A schedule needs to be completed for each person from Artisan Assistant (technician Assistant) level and upwards that will be involved in the contract.

Name:	<hr/>
Surname:	<hr/>
Nationality:	<hr/>
Date of Birth:	<hr/>
Highest Qualification:	<hr/> <hr/> <hr/>
Major Experience (indicate3 corresponding periods):	<hr/> <hr/> <hr/>
Training (indicate corresponding periods)	<hr/> <hr/>

The undersigned confirms that the information provided above is correct.

Name:	<hr/>
Signed:	<hr/>
Date:	<hr/>

Section 12: Certificate of authority to sign tender/contract.

Insert a certified copy of an extract from the minutes of a meeting of the Board of Directors or Members (or an official letter signed by the company's managing director) authorising the person who signs the Tender to sign it on behalf of the Company, Corporation or Firm.

Section 13: B-BBEE Certificate

The bidder must include the B-BBEE verification certificate issued by a SANAS accredited ratings agency, or an IRBA Registered Accounting Practice. The certificate should be an original or a certified copy.

The Preferential Procurement Regulations Part 3, section 11 (9) states that, “A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

Should a bidder wish to form a Joint venture, a consolidated BBEE Certificate is required

Section 14: Tax Clearance Certificate

(ACSA many do not award a tender to a bidder whose tax affairs have not been declared to be in orders by SARS)

Section 15: Certificate of Incorporation

Section 16: Letter of good standing with the Workers Compensation Commissioner (nature of works to be relevant to the scope of this

Section 17: Proof of registration or proof of registration with the Central Supplier Database (CSD)

Section 18: Occupational Health and Safety**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 (COLD Act).

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA
Physical Address: Airport Company South Africa 24 Johnson Road Bedfordview 2007

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

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

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. "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 utilize 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 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

Section 19: Environmental Terms and Conditions

ACSA SERVICE & MAINTENANCE CONTRACTORS

ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and 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. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical	<ul style="list-style-type: none"> All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS.

ISSUE	REQUIREMENT
Substances (HCS)	<ul style="list-style-type: none"> All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

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

Section 20: B-BBEE Certificate and company profile of the subcontractor (if applicable)

POPIA ANNEXURE:

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential

nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2022.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 2022.



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT TENDER REFERENCE NUMBER: ORTIA6899/2022/RFP

TITLE OF PROJECT: Maintenance of Automated Weather Observation System and Associated Control Systems

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at O.R. Tambo International Airport and Bram Fischer International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number: 2010/007909/07)

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

Contents:

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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 System 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	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option:	W1: Dispute resolution procedure
	and secondary Options:	
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	1 Jones Road, Kempton Park, Johannesburg, OR Tambo International Airport 1627
		And
		N8 Thaba Nchu Road, Bram fisher International Airport, Bloemfontein, 9301
10.1	The <i>Service Manager</i> is:	Khaya Nyikana (ORTIA) and Siseko Tshangana (BFIA)

11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	O.R Tambo International Airport and Bram fisher International Airport
11.2(13)	The <i>Service</i> is	Maintenance of Automated Weather Observation System and Associated Control Systems as set out in Part C3 Service Information.
11.2(14)	The following matters will be included in the Risk Register	Runway closure times Routine maintenance task Early warning Monthly payments
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the <i>Contractor</i> provides the <i>Contractor's Plan</i>	30 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Contract signing date by Employer
30.2	The <i>Service Period</i> is	3 years from the starting date

4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is on the	Every 2 weeks
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council

W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	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)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organization who will choose an arbitrator	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.
12	Data for secondary Option	
X1	Price Adjustment for inflation	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
X2	Changes in the law	No data is required for this secondary option.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the Employer for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices

X18.4	<p>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> <p>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.</p> <p>The excluded matters are amounts payable by the <i>Contractor</i> as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the <i>Employer's</i> property, - Defects liability, - Insurance liability to the extent of the <i>Contractor's</i> risks - death of or injury to a person; - infringement of an intellectual property right
Z	The <i>Additional conditions of Z1 – Z19 contract</i> are
	Amendments to the Core Clauses
Z1	Interpretation of the law
Z1.1	<p>Add to core clause 12.3:</p> <p>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <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>
Z2	Providing the Service:
Z2.1	<p>Delete core clause 20.1 and replace with the following:</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>
Z5	Termination
Z5.1	<p>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.</p>
	Amendment to the Secondary Option Clauses
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	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

Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
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Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1	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>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity

Z9 Joint and several liability

Z9.1	If the <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.
Z9.2	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.
Z9.3	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> .

Z10 Ethics

Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	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.
Z10.3	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.

Z11 Confidentiality

-
- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *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 <i>works</i> .
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> 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 <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> 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 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

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

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:	CV's to be appended to Tender Schedule
	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

- Existing *Services*
 - Access to Site
 - Delay in supply of material and/or equipment
 - Progress of the works against the program
-

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:

3. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
4. 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>Name of Organisation:</p> <p>AIRPORTS COMPANY SOUTH AFRICA O.R Tambo International AIRPORT</p> <p>And</p> <p>Bram Fisher international Airport</p>
<p>Physical Address:</p> <p>Airport Company South Africa</p> <p>1 Jones Road, Kempton Park, Johannesburg, OR Tambo International Airport 1627</p> <p>And</p> <p>N8 Thaba Nchu Road, Bram fisher International Airport, Bloemfontein, 9301</p>

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

10. 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.
11. "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
12. 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.
13. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
14. 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.
15. Mandatories who utilise the *services* of their own Mandatories (*Contractors*) must conclude a similar Written Agreement with them.
16. 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.
17. This Agreement shall be binding for all work the Mandatory undertakes for the client.
18. 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

3. 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.
4. 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
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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

6. 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.

7. 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.
8. 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.
9. 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.
10. 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 3rd 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 3rd 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 3rd 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 3rd 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).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

16. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.

C2.2 The 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.

PRICE LIST No1: Preliminary and General

				ORTIA		BFIA	
Item no.	Activity Description	Frequency	Qty	Amount (per single item)	Total (per year)	Amount (per single item)	Total (per year)
1	Insurance (Other, excluding ACSA required insurance)	Yearly	1	R	R	R	R
2	Uniforms, staff personal protective equipment and required vehicle marking	Yearly	1	R	R	R	R
3	Airport personnel access permits (2yealy), airport vehicle access (Yearly)	Once off	1	R	R	R	R
4	Contract management	Yearly	1	R	R	R	R
5	Tools, equipment, and consumables	Yearly	1	R	R	R	R
					R		R
	PRICE LIST No1: Preliminary and General-Total A carried forward to summary (TOTAL for both airports)				R		

PRICE LIST No2: Preventative Task's

Item no.	Description	Task	Frequency	QTY	Unit Cost	Total
1	All Sensor Calibration	Schedule ORTIA including All required travelling quarterly maintenance as per OEM	4	25	R	R
2	All Sensor Calibration	Schedule BFIA including All required travelling quarterly maintenance as per OEM	4	12	R	R
PRICE LIST No2: Preventative Tasks-Total year 1 carried forward to summary (TOTAL for both airports)						R

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).

Labour rates and Mark-up

Any work not included under Price List 1 and 2 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

^aAll 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**.

Mark-up (third party procured items/services)

Cost ^b	Mark-up
R 0.00 – R 19,999.99	%
R 20,000.00 – R 99,999.99	%
R 100,000.00 or more	%

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Spares Provisional Sum ORTIA

Item no.	Description	UOM	QTY	Unit Price	Total
1	RS232 / ETHERNET CONVETOR - P/NO. DXE421	EACH	2	R	R
2	100 BASE-T ETHERNET REDUNDANT HUBS - P/NO. HP PROCURVE	EACH	1	R	R
3	3 KVA UPS	EACH	2	R	R
4	36V PSU	EACH	1	R	R
5	12V PSU	EACH	1	R	R
6	24V PSU	EACH	1	R	R
7	AWS Logger for MAWS - QML201	EACH	2	R	R
8	Background Luminance Sensor - P/No. LM21	EACH	1	R	R
9	Battery charger - P/No. QBR101C	EACH	2	R	R
10	Blower for Ceilometer - P/No. CLB311	EACH	2	R	R
11	CPU Board for FS11 - P/No. FSC201	EACH	2	R	R
12	Ceilometer Engine Board - P/No. CLE321	EACH	1	R	R
13	Forward Scatter Head - P/No. FSM102	EACH	2	R	R
14	Humidity / Temperature Probe - P/No. HMP155	EACH	2	R	R
15	Pressure Sensor - P/No. PTB330	EACH	1	R	R
16	Pyranometer (Solar radiation)	EACH	1	R	R
17	Receiver for Ceilometer - P/No. CLR311	EACH	2	R	R
18	Single Mode Convertor Korenix 4508s	EACH	2	R	R
19	Thunderstorm Sensor - P/No. TSS928	EACH	1	R	R
20	Transmitter for Ceilometer - P/No. CLT321	EACH	2	R	R
21	Wind Speed Sensor - P/No. WMT700	EACH	2	R	R
22	serial converters MOXA	EACH	5	R	R
	PRICE LIST No3: Total Spares List carried forward to summary				R

BFIA

Item no.	Description	UOM	QTY	Unit Price	Total
1	Humidity and Temperature Probe for Outdoor Applications – HMP155D	EACH	4	R	R
2	Ultrasonic Wind Sensor – WMT700	EACH	2	R	R
3	Cloud Sensor Receiver – CLR321SP	EACH	2	R	R
4	Cloud Sensor Transmitter – CLT321	EACH	2	R	R
5	Visibility Sensor CPU – FSC202SP	EACH	2	R	R
6	Present Weather Sensor CPU boards	EACH	2	R	R
7	Serial converters MOXA	EACH	4	R	R
	PRICE LIST No4: Total Spares List carried forward to summary				R

Ad-hoc maintenance

Item no.	Description	UOM	Unit Price (per hour)	QTY (hours)	Total
	ORTIA				
1	Callout fee (includes first hour on site and travelling cost)	EACH	R	50	R
2	Technician after hours (after hours rate)	EACH	R	30	R
3	Technician assistant after hours (after hours rate)	EACH	R	20	R
					R
	BFIA				
4	Callout fee (includes first hour on site and travelling cost)	EACH	R	12	R
5	Technician after hours (after hours rate)	EACH	R	6	R
6	Technician assistant after hours (after hours rate)	EACH	R	3	R
					R
7	PRICE LIST No4: Total ad-hoc maintenance (per year) carried forward to summary (Total for both airports)				R

Contract value

Below is the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

TOTAL PRICE SUMMARY

Description	ORTIA	BFIA	Total (excluding VAT)
PRICE LIST No1: Preliminary and General-Total A carried forward to summary	R	R	R
PRICE LIST No2: Preventative Task's: Total year 1 carried forward to summary	R	R	R
PRICE LIST No.4 Total ad-hoc maintenance carried forward to summary	R	R	R
Total Year 1	R	R	R

Expenditure over Three-year contract including CPI yearly price adjustments (As per Statistic SA)

Description	ORTIA	BFIA	Total (excluding VAT)
Sub-Total: Year 1	R	R	R
Sub-Total: Year 2 (Year 1 plus CPI escalation*)	R	R	R
PRICE LIST No3: Total Spares List carried forward to summary	R	R	R
Sub-Total: Year 3 (Year 2 plus CPI escalation*)	R	R	R
Total : (year 1 + year 2 + year 3) to be carried forward to the form of Offer and Acceptance.	R	R	R

*Contract values will be increased/decreased per the current index stipulated in Statistic SA – Consumer Price Indices - all income groups. **5% escalation should be used for illustrative purposes.**

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

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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 O. R. Tambo International 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 cable's. 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 sensor calibrations

- Ad-hoc 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.

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
System - Automated Weather Observation	Monthly Inspection and Cleaning (Not part of this contract scope)	M
	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	M
	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: 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	
	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
Monthly Inspection and Cleaning (Not part of this contract scope)	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	M
	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 earthing	
	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 3rd 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
Airports Company South Africa SOC Ltd
O.R Tambo International Airport
Private Bag X1
Kempton Park
1627

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 3rd 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 3rd 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.

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



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

Penalties

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

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

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

SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available always and should price accordingly:

Skill	Quantity	Days per week	Hours
Technician	1	n/a	On standby for callouts and available on site during AWOS Calibrations
Assistan Technician	1	n/a	On standby for callouts and available on site during AWOS Calibrations

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

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

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

Response Times

Description	Benchmark
Availability	➤ Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response, AWOS systems availability shall be kept at or above 99.95% overall per month.
Response time	All breakdowns shall be responded to within: ➤ 30 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours (08:00 to 17:00) ➤ 60 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after hours (17:00 to 08:00)
Closure Duration	All breakdowns shall be resolved within: ➤ 60 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) (08:00 to 17:00) ➤ 90 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) (17:00 to 08:00)
% of planned maintenance completed per month	100% of all planned maintenance shall be completed per month



Total breakdowns requiring a second level of response (the intervention of a technician or higher expertise)	All AWOS systems breakdowns requiring a second level of response shall be resolved within 48 hours.
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Human resources

The following minimum standards shall apply to resourcing:

1. For all call-outs: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on any electrical control panel.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It is noted that ACSA does not list the formal qualifications required under this contract. It will always remain the Tenderer's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC).

Once the Contractor has arrived on site he/she must notify the IMC of the problem found and the expected resolution time of the problem.

Finally, once the problem has been resolved the contractor will advise the IMC of the resolution.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Management System.

Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
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Defect free liability period – project work	The defect free period will be no less than 12 months.
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Penalty scheme

Parties agree to the following penalty scheme. The penalty scheme does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT.

This addendum may not be terminated for convenience.

1.1.1 Penalties

ACSA must notify the contractor in writing of its intention to claim a penalty within 30 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Penalties are limited to a maximum of **R15 000.00/month**.

1.1.2 Penalty breakdown

Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 1 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
Leaving a breakdown unattended or incomplete for another day or shift.	R 1 000.00 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Not maintaining the required minimum on-site staff requirements.	R 500.00/position/day
Safety infringement (for example: leaving moving machinery exposed)	R 2 000.00 per incident
Availability not meeting requirements	R 5 000.00 per month

1.1.3 Continuous Improvement Program and the Computerized Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of systems
2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
3. Etc.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract

investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.



AIRPORTS COMPANY
SOUTH AFRICA

Non-Conformance Report

In the event of any irregularity concerning contractor performance the report attached in the following page will be completed by an ACSA representative and signed by the respective contractor's representative.

Contractor name			
Contract/Service description			
Contract number		Reference document	
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Non-conformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response date required
ACSA Representative's Email Address	Telephone	Cell	Facsimile

CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non-Conformance			
Recipient/Reps Name	Signature	Title	Date
Email address	Telephone	Cell	Facsimile
contractor's Response:			
(A) Cause	(B) Immediate Corrective Action	(C) Action to Prevent Recurrence	
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	
Recipient/Reps Name	Signature	Title	Date
ACSA Representative: Evaluation of Proposed Corrective Action		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>



Comments			
Name	Signature	Title	Date
CONTACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements			
Recipient/Reps Name	Signature	Title	Date Implemented
ACSA Representative: Follow up and close out		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>
Comments			
Name	Signature	Title	Date

NON-CONFORMANCE REPORT (NCR) PROCESS

- 1 The **ACSA representative** notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.
- 2 The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor's representative**.
- 3 The **Contractor's representative** signs acceptance and understanding of the NCR
- 4 The **ACSA representative** gives a copy of this signed NCR to the Infrastructure Asset Management manager's office for filing and noting.
- 5 The **Contractor's representative** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
- 6 The **Contractor's representative** submits the response e-mail / fax .to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
- 7 The **ACSA representative** informs the **Contractor's representative** of the result of the evaluation, by responding via e-mail / fax.
- 8 Note: If the response is not adequate, the **Contractor's representative** must re-submit a solution.
- 9 Upon completion of the corrective action and verification thereof, the **Contractor's representative then** informs the **ACSA representative** by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
- 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.



- 11 The **ACSA representative** returns the concluding results to the **Contractor's representative** via e-mail / fax.
- 12 If the original situation still exists, and the NCR cannot be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.
- 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractor's corrective action by ACSA may lead to cancellation of the contract.
- 14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

Note: All parties shall ensure that no delays are caused in the above chain of events.

The shaded areas are to be completed by the **Contractor's representative**

MAINTENANCE RECORD SHEETS

When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. **The lack of complete history files will result in immediate cancellation of the contract.**

All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**

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>Name of Organization:</p> <p align="center">AIRPORTS COMPANY SOUTH AFRICA</p> <p align="center">O R TAMBO INTERNATIONAL AIRPORT AND BRAM FISHER INTERNATIONAL AIRPORT</p>
<p>PHYSICAL ADDRESS:</p> <p>1 Jones Road, Kempton Park, Johannesburg,</p> <p>OR Tambo International Airport</p> <p>1627</p> <p>And</p> <p>N8 Thaba Nchu Road, Bram fisher International Airport, Bloemfontein, 9301</p>

Hereinafter referred to as “Client”

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

Hereinafter referred to as “the Mandatary/ Principal Contractor”

1.2 MANDATORY’S MAIN SCOPE OF WORK



To be completed by contractor

AIRPORTS COMPANY
SOUTH AFRICA

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. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilize 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 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 COIDA 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 make 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:

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
21. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
22. 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.
23. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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



5. procedure is duly completed, signed and received by the Client.
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 O.R TAMBO INTERNATIONAL AIRPORT ON THE AIRSIDE.

The works are located at the O.R TAMBO International Airport airside. The AWOS system is located on all the runways which are 03R/21L and 03L/21R. 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 are three workstations at the SAWS office located on the third floor and one workstation (display) at the ATNS tower.