TENDER DOCUMENT

FOR

UPGRADE OF APRON AND LANDSIDE HIGH MAST LIGHTING ENERGY EFFICIENCY)

Tender Reference Number: ORTIA6787/2022/RFP

MARCH 2022

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

Note:

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

VOLUME 1

NAME OF TENDERER: ……...

TENDERER'S DETAILS

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

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T1.1 Tender Notice and Invitation to Tender

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED INVITES TENDERS FOR SUITABLY QUALIFIED COMPANIES TO BID FOR THE APRON AND LANDSIDE HIGH MAST LED LIGHTING UPGRADE AT O.R TAMBO INTERNATIONAL AIRPORT.

Only tenderers who are a CIDB contractor grading of **4EB/EP** or higher.as stated on the Tender Data may submit tender offers.

Preferences are offered to tenderers who are BBBEE level 1, 2 or 3

Tender Document Availability

Tender document is available from **24 MARCH 2022** for free download from National Treasury's eTender Publication Portal **(http://www.etenders.gov.za)** and CIDB tender portal .

KINDLY PRINT AND COMPLETE.

Queries relating to the issue of these documents may be addressed to Onkgopotse Boikanyo
Tel no. **011 723 1568**,
E-mail address: Onkgopotse.Boikanyo.Boikanyo@airports.co.za

Closing date for enquiries is **18th of APRIL 2022 close of business day.**

Non-Compulsory Tender Briefing and Site Inspection

A NON-COMPULSORY CLARIFICATION MEETING WITH REPRESENTATIVES OF THE EMPLOYER WILL TAKE PLACE VIA MICROSOFT TEAMS ON THE 06TH APRIL 2022, STARTING A 10:00AM.

Microsoft Teams meeting

Join on your computer or mobile app
Click here to join the meeting
Or call in (audio only)
+27 21 834 0841,,322827072# South Africa, Cape Town
Phone Conference ID: 322 827 072#
Find a local number | Reset PIN

Closing Date

The closing time for receipt of tenders is **28 APRIL 2022 @ 12:00 PM**

South African Standard Time). Tenders must be placed inside the **TENDER BOX A AT THE O. R. TAMBO INTERNATIONAL AIRPORT,**

Telephonic, telegraphic, telex, facsimile, e-mailed tenders will not be accepted.

No late tenders will be accepted.

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

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

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

T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement (8 August 2019) as published in Government Gazette 42622, Board Notice 423 of 2019 of 8 August 2019. (See www.cidb.org.za).

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

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

Clause Number	Tender Data
C.1	**GENERAL**
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	The Tender Documents issued by the Employer comprise: **Part T1: Tendering Procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender **Part T2: Returnable Document** T2.1 List of returnable documents T2.2 Returnable schedule **Part C1: Agreements and Contract Data** C1.1 Form of offer and acceptance C1.2 Contract data **Part C2: Pricing Schedule** C2.1 Pricing instructions C2.2 Activity Schedule with Price List **Part C3: Service Information** **Part C4: Site information**
C.1.4	The Employer's Agent is: **(SCM Representative)** Telephone number: 011 723 1568 Email address: Onkgopotse.Boikanyo@airports.co.za All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department
C.1.5	**C1.5 Cancellation and Re-Invitation of Tenders** C1.5.1 An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation. b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.

	C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	**Procurement procedures** C.1.6.1 General Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders. **C.1.6.2 Competitive negotiation procedure** C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply. C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect. C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer. C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
C.2	**TENDERER'S OBLIGATIONS**
C.2.1	**Eligibility** C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with Employer. C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2	**Cost of tendering** C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
C.2.3	**Check documents** Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
C.2.4	**Confidentiality and copyright of documents** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
C.2.6	**Acknowledge addenda** Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
C.2.7	**Clarification meeting** The arrangements for a non-compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1). Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.
C.2.8	**Seek clarification** Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.
C.2.9	**Insurance** Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.
C.2.10.3	This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.
C.2.11	**Alterations to documents** Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)
C.2.13	**Submitting a tender offer** C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

	C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink. C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.14	**Information and data to be completed in all respects** Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	**Closing time** The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **LOCATION OF TENDER BOX: ACSA NORTH WINGS OFFICES** **INTERNATIONAL TERMINAL BUILDING 3RD FLOOR** **O. R. TAMBO INTERNATIONAL AIRPORT** **TENDER BOX A** **PHYSICAL ADDRESS: ACSA NORTH WINGS OFFICES** **INTERNATIONAL TERMINAL BUILDING 3RD FLOOR** **O. R. TAMBO INTERNATIONAL AIRPORT** **IDENTIFICATION DETAILS: BID REF. NO: ORTIA6787/2022/RFP** **TITLE: APRON AND LANDSIDE HIGH MAST LED LIGHTING UPGRADE AT O. R. TAMBO INTERNATIONAL AIRPORT.** **CLOSING DATE: 28 APRIL @ 12:00 PM**
C.2.16	**Tender offer validity** C.2.16.1 Hold the tender offer(s) valid for eighty-four (84) working days for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data. C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension. C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the

	employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI). C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
C.2.17	Clarification of tender offer after submission Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	**Submit securities, bonds and policies** If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.3	**EMPLOYER'S UNDERTAKINGS**
C.3.1	**Respond to requests from the tenderer** The Employer will respond to requests for clarification received up to five (**5)** working days before the tender closing time.
C.3.2	**Issue Addenda** Addenda will be issued until three (3) working days before the tender closing time.
C.3.3	**Return late tender offers** Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	There will be **NOT** be a public opening of tenders after the closing date and time .
C.3.7	**Grounds for rejection and disqualification** Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	**Test for Responsiveness** C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. (check certificates if attached, e.g. Qualifications, etc allow bidder reasonable time to submit.) C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

	a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9	**Arithmetical errors, omissions and discrepancies.** C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices. C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices. C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	**Clarification of a tender offer** Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11	**Stage 1 Test for Responsiveness (as per clause C.3.8)** **Stage 2 Pre-Qualification Criteria** In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups. Accordingly, only the bidders with a minimum B-BBEE status Level 1-3 are eligible to bid. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted. Please refer to returnable document Form. A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified and not further evaluated. **Stage 3 Mandatory Administration Criteria** (a) Completed in full and signed Form of offer C1.1. (b) Only tenderers who are a CIDB contractor grading of 4 EB/ 4EP or higher. (c) Letter of Good standing with workman's compensation commissioner COIDA. (e) Declaration of bidder's past supply chain management practices (SBD 8) (d) Declaration of interest (SBD 4) **Stage 4 Functionality Evaluation Criteria** Functionality is the terminology used to define the technical ability of the Tenderer, based on experience to deliver the required product in accordance with the specialised quality, reliability and functionality. 1) Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. An overall minimum threshold of **60 points out of 100** must be achieved for the tender to be eligible for further evaluation on Price and B-BBEE. Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.

Description of quality criteria	**WQ**	**Sub criteria** **Quality Score**	**Max Score**	**Minimum Threshold**
Tenderer's resource of Key Staff (Information as given on Returnable Schedule Form C6)	**20**	Qualifications	10	2
		Year of experience in similar works	10	2
Project plan (Gantt Chart)	**30**	Detailed illustration of chart for a period 12 months	30	30
Tenderers Relevant Project References and Experience	**30**	At least five (3) different references (Company)	20	12
		High Mast LED Lighting Installation experience	10	6

Product Specifications (LED)	**20**	Consistency of Supplied Products with the specifications and ACSA energy standard and guidelines	20	20
			100	72

* Functionality hurdle breakdown (all qualifications must be SAQA accredited)

Bidders are to list the relevant experience within the past five (5) years, in terms of the relevant installations in Schedule of the Tenderer's Experience and References in **Part T2.2** of this document. Tenderers need to indicate that projects have successfully completed.

Qualifications - 10 (**Proof of certified qualification should be attached to the resource's CV**) – All foreign and technical qualifications provided must be SAQA-approved/accredited

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

Contract Manager: (4)

Role	**Qualification** *(Number in the brackets are points allocated)*	**Score**
Contract Manager	1. Degree (Electrical) or higher (4)	4
	2. Diploma (Electrical) (2)	2
	3. Neither of the above	0
Maximum score		**4**
Minimum score		**2**

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

Electrician: (4)

Role	**Qualification**	**Score**
Electrician	1. Certificate in trade test **and** Wireman's Licence (4)	4
	2. Trade test only (2)	2
	3. Neither of the above	0
Maximum score		**4**
Minimum score		**2**

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

Safety officer: (2)

Role	Qualification	Score
Safety Officer	1. Safety Training Certificate (2)	2
	2. Neither of the above *No points will be allocated if no training certificate is submitted.	No score
Maximum score		**2**
Minimum score		**No score**

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

Years of Experience in supply, installation, test and commissioning in similar works – 10 (Proof of similar or relevant experience should be included in the resources' CV)

Contract Manager: 4

Role	Experience	Score
Contract Manager	1. Above 3 years of contract managing experience (4)	4
	2. At least 3 years of contract managing experience (2)	2
	3. No relevant experience	0
Maximum score		**4**
Minimum score		**2**

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

Electrician: 4

Role	Experience	Score
Electrician	1. Above 3 years' experience with wireman's license (4)	4
	2. At least 3 years with trade test (2)	2
	3. No relevant experience	0
Maximum score		**4**
Minimum score		**2**

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

Safety Officer: 2

Role	Experience	Score
Safety Officer	1.Above 2 years' experience of health and safety within electrical engineering space (2)	2
	No relevant experience	No score
Maximum score		**2**

Minimum score	**No score**

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

Project plan (Gantt Chart)– 30

Comprehensive execution plan of the project that will allow completion before end of project duration (12 months), inclusive of all administration work. *The bidder must include the turnaround time for deliveries. *The bidder will be held accountable for not executing according to the proposed Gantt Chart.	30
No project plan	0
Maximum score	**30**
Minimum score	**No score**

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

Tenderer's Reference and Experience – 20 (Proof experience in supply, installation, testing and commissioning for High Mast Lighting with contactable references).

3 or more references	20
Between 2 -3 references	12
Less than 2 references	0
Maximum score	**20**
Minimum score	**12**

High Mast LED Lighting Installation Experience – 10 A completion certificate or company reference letter should be issued and attached in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended.

20 or more high mast	10
10-20 high mast	6
Less than 10	0
Maximum score	**10**
Minimum score	**6**

Product Specifications (LED) – 20 LED Product Specifications (Tenderer to refer to specification). Provide proposed products specifications, brochure etc.

Lumens/Watt	> 100 L/W	4
Colour Rendering Index (CRI)	>75 and ≤ 90	4
Colour Temp	4000K	4
Life Span	50 000Hrs / 5Yrs	4
LED wattage	400-500W	4
Maximum score		**20**
Minimum score		**20**

Certificates of Completion and or signed Client Reference Letters with proof of Contract Values or Proof of Contract Values of Previous Projects Completed must be attached on **Returnable document number A5, A6, A7 and A8).**

Stage 5 Determine acceptability of preferred tenderer:

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

- Unduly high or unduly low tendered rates or amounts in the tender offer.
- Contract data provided by the tendered; or
- The contents of the tender returnable which are to be included in the contract.

Stage 6 Price and BBBEE (80/20)

(a) Tenderers will be evaluated and adjudicated by the Employer using "The 80/20 preference point system" which awards points on the basis of:

- The Tendered price (as per form of offer) – 80%
- BBBEE – 20%

(b) The Employer will award the Contract to a Tenderer who is qualified to undertake the Works and whose Tender technically and contractually complies with the specification.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R 50 million

The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

(b) Subject to subparagraph(5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

	<table><tr><th>B-BBEE status level of contributor</th><th>Number of points</th></tr><tr><td>1</td><td>10</td></tr><tr><td>2</td><td>9</td></tr><tr><td>3</td><td>6</td></tr><tr><td>4</td><td>5</td></tr><tr><td>5</td><td>4</td></tr><tr><td>6</td><td>3</td></tr><tr><td>7</td><td>2</td></tr><tr><td>8</td><td>1</td></tr><tr><td>Non-compliant contributor</td><td>0</td></tr></table> Airports Company South Africa reserves the right to amend or replace the preference point system used in accordance with the company's tender procedure.
C.3.12	**Insurance provided by the employer** **Refer to Contract Data**
C.3.13	C.3.13 Acceptance of tender offer Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer: a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Standard Conditions of Tender

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

C.1.3.2 These conditions of tender, the tender data and tender schedules which are

required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

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

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

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

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

C.1.5 Cancellation and Re-Invitation of Tenders

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

a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;

b) funds are no longer available to cover the total envisaged expenditure; or

c) no acceptable tenders are received.

d) there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

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

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

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

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1 (Chosen option)

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

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

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

C.2.10.2 Show VAT payable by the employer separately as an addition to the

tendered total of the prices.

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

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

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

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

C.2.13 Submitting a tender offer

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

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

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

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

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

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

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

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, tests and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

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

C.3.2 Issue Addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

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

C.3.5 Two-envelope system

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

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

functionality.

C.3.6 Non-disclosure

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

C.3.7 Grounds for rejection and disqualification

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

C.3.8 Test for responsiveness

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

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

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

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

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

C.3.9 Arithmetical errors, omissions and discrepancies

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

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of

tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;
b) omissions made in completing the pricing schedule or bills of quantities; or
c) arithmetic errors in:

(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
(ii) the summation of the prices.

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

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

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

process of offer and acceptance in terms of a set of standard procedures.

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

The activities associated with evaluating tender offers are as follows:

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

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

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

C.3.13 Acceptance of tender offer

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

a) is not under restrictions, or has principals who are under restrictions, preventing participating in

the employer's procurement;

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;

c) has the legal capacity to enter into the contract;

d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;

e) complies with the legal requirements, if any, stated in the tender data; and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

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

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

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

AIRPORTS COMPANY SOUTH AFRICA

O. R. TAMBO INTERNATIONAL AIRPORT

TENDER REF. No: ORTIA6787/2022/RFP

APRON AND LANDSIDE HIGH MAST LIGHTING UPGRADE (ENERGY EFFICIENCY)

Part T2: Returnable Documents

T2.1: List of Returnable Document

The tenderer must complete the following returnable documents:	Completed (tick)
1 Returnable Schedules required for tender evaluation purposes only	
A1: Certificate of Attendance at Briefing session	
A2: Record of Addenda to Tender Documents	
A3: Certificate of Authority for Signatory	
A4: Certificate of Authority for Joint Ventures (where applicable)	
A5: Schedule of the Tenderer's Recent Experience related to this Project	
A6: Completion Certificates of Previous Projects Completed	
A7: Client reference letters on clients' letterhead of Previous Projects Completed	
A8: Proof of Contract Values of Previous Projects Completed	
A9: Schedule of Current Commitments	
A10: SBD 4: Declaration of Interest	
A11: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
A12: SBD 6.2 (Declaration for local content and production for PPPFA designated sectors	
A13: SBD 8: Declaration of Bidder's past supply chain management practices	
A14: SBD 9: Certificate of independent bid determination	
2 Other documents required only for tender evaluation purposes	

The tenderer must complete the following returnable documents:	Completed (tick)
B1: Proof of registration for Contractor's WCA registration and or COID	
B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board	
B3: An original or certified copies valid Tax Clearance Certificate or SARS Pin issued by the South African Revenue Services.	
B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
B5: Central Supplier Database (CSD) proof of registration.	
3 Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract	
C1.1 Form of Offer and Acceptance	
C1: Compulsory Enterprise Questionnaire	
C2: Schedule of Proposed Subcontractors	
C4: Subcontractor's Supporting Documents (Not Applicable)	
C5: Plant and Equipment	
C6: A certified copy of B-BBEE Verification Certificate	
C7: CV's of key personnel	
C8: Certified Certificates of Qualifications of Key Personnel.	
C10 Occupational Health and Safety Questionnaire	
C11 Schedule of Information to be provided by Tenderer	
C12 Proposed Amendments and Qualifications	
Letter of spare support by OEM as condition of appointment	

APRON AND LANDSIDE HIGH MAST LIGHTING UPGRADE (ENERGY EFFICIENCY)

TENDER REF. No: ORTIA6787/2022/RFP

T2.2 Returnable Schedules

FORM A1. Certificate of Attendance of the Briefing Session

This is to certify that

I, …….....

Representative of (tenderer)……

…….

of (address)……

……

……..

e-mail …….

telephone number …….

fax number……..

visited the compulsory brief session held on date……..

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA Representative:

Name: .....

FORM A2. Record of Addenda to Tender Documents

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

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Form A3: Certificate of Authority for Signatory

(1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

(2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

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

Mr/Ms .....

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **ORT /2020/RFP** and any contract which may arise there from on behalf of

(block capitals) .....

.....

Signed on behalf of Company: .....

In his/her capacity as: .....

Date:.....Signatory of Authority: …….

Witnesses:

…….. ……
Signature Signature

……. …….
Name (print) Name (print)

Attach:

- **Latest Audited Annual Financial Report**
- **Bank reference Letter**

Signed		Date	
Name		Position	

Tenderer	

FORM A4. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: . . . . Name: ……... Designation: …….
		Signature: . . . . Name: ……... Designation: …….
		Signature: . . . . Name: ……... Designation: …….

Signed		**Date**	
Name		**Position**	
Tenderer			

FORM A5. Schedule of the Tenderer's Recent Experience

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

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

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

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

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

Signed		Date	
Name		Position	
Tenderer			

FORM A6 Certified Copies of Completion Certificates of Previous Projects Completed

Please attach Completion Certificates (Practical Completion) of Previous Projects Completed as listed under Form A5 above to this page.
A minimum of three (3) certificates required for relevant projects

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

Signed		Date	
Name		Position	
Tenderer			

FORM A7 Certified Copies of Client Reference Letters of Previous Projects Completed

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.
A minimum of three (3) reference letters required from the client bodies/Principal Agent.

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

Signed		Date	
Name		Position	
Tenderer			

Form A8 Proof of Contract Values of Previous Projects Completed

Please attach proof of Contract Values of Previous Projects Completed as listed under Form A5 above to this page. A minimum of three (3) certificates required for relevant projects

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

Signed		Date	
Name		Position	
Tenderer			

Form A9: Schedule of Current Commitments

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

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

Signed		Date	
Name		Position	
Tenderer			

SBD 4

A10. DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
…….

2.2 Identity Number:
……
…

2.3 Position occupied in the Company (director, trustee, shareholder[2]):
……..

2.4 Company Registration Number:
……..…….

2.5 Tax Reference Number:
……..……

2.6 VAT Registration Number:
……...

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

[1]"State" means –

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

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

2.7	Are you or any person connected with the bidder presently employed by the state?	**YES / NO**
2.7.1	If so, furnish the following particulars: Name of person / director / trustee / shareholder/ member: ……..…… Name of state institution at which you or the person connected to the bidder is employed : …… Position occupied in the state institution: …… Any other particulars: …… …… ……	
2.7.2	If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	**YES / NO**
2.7.2.1	If yes, did you attached proof of such authority to the bid document? <u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u>	**YES / NO**
2.7.2.2	If no, furnish reasons for non-submission of such proof: ……..	

……
……

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
……..
……..
……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1If so, furnish particulars.
……...
……..….
……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**
……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
……
……
……

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ..……
Signature Date

……. ……
Position Name of bidder

SBD 6.1

A11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

---

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

b) The 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	**90**
B-BBEE STATUS LEVEL OF CONTRIBUTOR	**10**
Total points for Price and B-BBEE must not exceed	**100**

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

1.6 The purchaser 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 the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor……..

iii) The B-BBEE status level of the sub-contractor.....……..

iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:…….

8.2 VAT registration

number:……

8.3 Company registration number:…….…….…….

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are

correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES		……. SIGNATURE(S) OF BIDDERS(S)
1. ……..	.	DATE: ……..
2. …….		ADDRESS ……..
		……..
		……..

SBD 6.2

A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

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

YES		NO	

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

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. .....

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

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

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

SIGNATURE: _____ **DATE:** _____

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

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

SBD 8

A13 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. **……..**
Signature **Date**

……. **……..**
Position **Name of Bidder**

SBD 9

A14 CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

(a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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] 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.

SBD 9

10. 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.

…… ……

Signature Date

…… ……

Position Name of Bidder

Js914w 2

Form B1 to Form B5: Certificates

Attach the following Certificates to this page:

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

B2: **An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)**

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

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

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

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

BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)

( )	**A**	**UNDOUBTED FOR INQUIRY**
( )	**B**	**GOOD FOR AMOUNT QUOTED**
( )	**C**	**GOOD FOR AMOUNT QUOTED IF STRICTLY IN WAY OF BUSINESS**
( )	**D**	**FAIR TRADE RISK**
( )	**E**	**FIGURE CONSIDER TOO HIGH**
( )	**F**	**FINANCIAL POSITION UNKNOWN**
( )	**G**	**OCCASIONALLY DISHONOURED**
( )	**H**	**FREQUENTLY DISHONOURED**

Form C1: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.
Section 1: Name of enterprise:
Section 2: VAT registration number, if any:
Section 3: CIDB registration number, if any:
Section 4: CSD number:
Section 5: Particulars of sole proprietors and partners in partnerships: ** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*
Section 6: Particulars of companies and close corporations
Company registration number:
Close corporation number:
Tax reference number:
Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.
Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.
Section 9: SBD8 issued by National Treasury must be completed for each tender and be attached as a tender requirement.
Section 10: SBD9 issued by National Treasury must be completed for each tender and be attached as a tender requirement.
The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise: i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order; ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption; iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

Form C5: Plant and Equipment

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

FORM C6: A certified copy of B-BBEE Verification Certificate

1. Valuation of preference points is based on tenderer's B-BBEE verification certificate:

   a) The certificate shall have been issued by:
      i. A verification agency accredited by South African National Accreditation System (SANAS);
      ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
   b) The verification certificate must be valid at the tender closing date
   c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.

2. In the invent of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.

   a) The verification certificate shall identify:
      i. The name and *domicilium citandi et executandi* of the tenderer
      ii. The registration and VAT number of the tenderer
      iii. The dates of granting of the B-BBEE score and the period of validity
      iv. The expiry date of the verification certificate
      v. A unique identification number

3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:

   a) The name and/or mark/logo of the B-BBEE verification agency.
   b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
   c) The B-BBEE status level
   d) The SANAS or IRBA logo on the verification certificate.
   e) The B-BBEE procurement recognition level.
   f) The score achieved per B-BBEE element.
   g) The % black shareholding.
   h) The % black woman shareholding.
   i) The % black persons with disabilities.

4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

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

Signed		Date	
Name		Position	
Tenderer			

FORM C7. The CV's of key personnel

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

Bidders are required to demonstrate the following:

- **Composition of team structure** including roles & responsibilities and time allocation (i.e. full time vs part time)

- Qualifications and Demonstrated Experience of key personnel in relevant projects (similar size, nature & complexity). As the work to be carried out in this tender is of a technically complex nature, it is essential that suitably qualified and experienced personnel be assigned to this project.

As a minimum key team members as stated below need to be allocated to the project serving in a full time capacity covering the following key competencies. (i.e. 1 competency per team member). The key team needs to be represented by a Project Director (who does not necessarily need to be full time on the site):

1. **Contract Manager**
2. **Electricians**
3. **Safety officer**

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

Contract Manager

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant works: It is to be noted that 'relevant projects' refers to Electrical Engineering.

Project 1 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 2 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 3 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

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

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

Electrician

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant projects: It is to be noted that 'relevant projects' refers to Electrical Engineering.

Project 1 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 2 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 3 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

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

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

Safety Officer

Name:	
Date of Birth:	
Current Employer:	
Job Description and Qualifications:	
Relevant Years' Experience	

Key experience in relevant projects: It is to be noted that 'relevant projects' refers to Electrical Engineering.

Project 1 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 2 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

Project 3 Name:
Start:
Completion:
Client:
Outline of Responsibilities and Duties:

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

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

FORM C8: Certified Certificates of Qualifications of Key Personnel.

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

Signed		Date	
Name		Position	
Tenderer			

Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	• Periodical work area inspection		
	• Regular Health and Safety meetings with personnel		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof		
2.	**SHE TRAINING**	**YES**	**NO**
2.1	Is training provided to employees at the following stages?		
	• When joining the company		
	• When changing jobs within the company		
	• When new plant or equipment needs to be operated		
	As a result of experience of and feedback from an accident/ incident reports		
	Are you able to provide proof of specialist training provided?		
	Please state how this can be achieved		
2.2	What formal SHE training is provided specifically to		
	• First line supervisors		
	Middle and top management		
	Please describe		
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?		
	When is this done and how is it achieved?		

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

5.1	Do health and safety rules and regulations exist for personnel and sub-contractors?		
	Do these cover		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans?		
	Please give examples of where these have been used		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	**RISK MANAGEMENT**	**YES**	**NO**
6.1	Have the following, involved in the execution of your work, been identified?		
	• Hazards affecting health and safety?		
	• The groups of people who might be affected?		
	• An evaluation of the risk from each significant hazard?		
	• Whether the risks arising are adequately controlled?		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed?		
	Please list the time frame e.g. years		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk / Type of PPE		
	Do you have a copy of the issue lists for PPE available on request?		
7	**EMERGENCY ARRANGEMENTS**	**YES**	**NO**
7.1	How do you manage your arrangements for dealing with emergencies?		
	Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid? E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting?		
	Please list institutions used for these training		
8	**RECRUITMENT OF PERSONNEL**	**YES**	**NO**

8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment?		
	In all cases		
	Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made?		
	E.g. Via trade testing, reference checks		
9.	**REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS**	**YES**	**NO**
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents?		
	Please supply a copy		
9.2	Is there a standard report/investigation form used?		
	Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.?		
	Please provide a copy		
9.4	Please provide the following statistic for the last five years		

	YEAR1	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
Lost time accidents per 100 employees					
Major/ Reportable injuries per 100 employees					
Number of dangerous occurrences					
Lost man day due to accidents					

10	**HEALTH AND SAFETY COMMUNICATION AND CONSULTATION**	**YES**	**NO**
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If Yes please describe method		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

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

Declaration

I/we ……declare that the above information provided is correct.

Signed		**Date**	
Name		**Position**	
Tenderer			

Form C11: Schedule of Information to be provided by Tenderer

1. Company details:

Registered Address:
Contact Person:
Telephone:
Fax:

2. Shareholders

Names/Percentages of holdings:

3. Bankers

Name of Account Holder :
Bank:
Branch:
Account Number:
Bank and branch contact details:

4. Turnover

Approximate turnover for each of the past three years:
2016: .....
2017 .....
2018: .....

5. Management and Manpower Resources

Supervisors: .....
Labourers: .....
Other: .....

Name of Supervisor to be allocated to this contract:

6. Construction Equipment (Value in R)

Equipment owned by Company: .....
Own workshop/stores (location): .....

Signed		Date	
Name		Position	
Tenderer			

Form C12: Proposed Amendments and Qualifications

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

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

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Tenderer			

Form C13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
(Registration No. 1993/004149/30)
("Airports Company")

of
Riverwoods Office Park
24 Johnson Road
Bedforview
Johannesburg

AND

[NAME OF SERVICE PROVIDER]
(Registration No: _____)
("_____")

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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

1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/ customer data and profiles, ideas, computer programmes, drawings and any other information of an confidential nature of the disclosing party, in whatever form it may be;

1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;

1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;

1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;

1.1.5 all other matters of a confidential nature which relate to the disclosing party's business;

1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;

1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -

1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;

1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;

1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;

1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;

1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to

disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

1.3 ""affiliate" –of a Party means any person, now or hereafter existing, who directly or indirectly controls, *(holding company)* or is controlled or is under common control of such Party (subsidiary company); a Person "controls" another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;

1.4 "disclosing party" – the party disclosing confidential information in terms of this agreement and being Airports Company;

1.5 "receiving party" – the party receiving confidential information in terms of this agreement;

1.6 "the parties" – the Airports Company and _____.

2. **INTRODUCTION**

2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement ("the potential agreement"), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.

2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.

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

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

3. **USE OF CONFIDENTIAL INFORMATION**

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

4. **NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that -

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

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

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

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

4.1.3.2 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement,

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

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

5. **COPIES**

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

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

5.2.1 where copies of the confidential Information are held;

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

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

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

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

6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to **brandcustodian@airports.co.za.** Each single request by the same receiving party shall be treated as a new request.

6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.

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

7. **DURATION**

7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.

7.2 This agreement shall remain in force for a period of **2** years("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

8.1 All confidential information disclosed by the disclosing party to the receiving party is acknowledged by the receiving party:

8.1.1 to be proprietary to the disclosing party; and

8.1.2 not to confer any rights to the receiving party of whatever nature in the confidential information.

9. **RELATIONSHIP BETWEEN THE PARTIES**

9.1 The disclosing party is not obliged, by reason of this agreement, to disclose any of its confidential information to the receiving party or to enter into any further agreement or business relationship with the receiving party. Nothing herein shall imply or create any exclusive relationship between the Parties or otherwise restrict either Party from pursuing any business opportunities provided it complies at all times with the non-disclosure obligations set forth herein

9.2 The disclosing party retains the sole and exclusive ownership of intellectual property rights to its confidential information and no license or any other interest in such confidential information is granted in terms hereof or by reason of its disclosure.

9.3 The termination of the discussions referred to in 2.1 above shall not release the parties from the obligations set out in this agreement.

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

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

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

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

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

either the validity of this agreement or any part hereof or the right of the disclosing party to enforce the provisions of this agreement.

11. **DOMICILIUM**

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

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

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

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

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

11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;

11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.

12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.

12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.

12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.

12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.

12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.

12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.

12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.

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

SIGNED at _____ on _____day of _____2018

_____

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

the signatory warranting that he is duly authorised thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____day of _____2018

_____

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

C1.1 Forms of Offer and Acceptance

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

APRON AND LANDSIDE HIGH MAST LIGHTING UPGRADE (ENERGY EFFICIENCY)

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

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

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

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

for the Contractor

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

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

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

. . . . . .

. . . . . .

Name and signature of witness . . . . . signature . . . . . .

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

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data and Price List
Part C3: Service information.
Part C4: Site information

and schedules, drawings and documents or parts thereof where so indicated.

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

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

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

for the Employer

Signature . . . . . Date . . . .

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

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

Name of witness . . . . . signature . . . . . .

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

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

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

C1.2 Contract Data

Precedence in interpretation of the contract:
In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, published by the NEC, and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

The following Particular Conditions amplify the General Conditions of Contract and highlight areas in that document that require specific attention.

Wherein in the contract it is stated no contract data is required accordingly the *conditions of contract* remain unaltered as per NEC3 Term Service Contract, April 2013.

C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option:	**W1: Dispute resolution procedure**
		X1: Price Adjustment for inflation
	and secondary Options:	**X2: Changes in the law**
		X17: Low service damages
		X13: Performance Bond
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The *Employer* is:	**Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa**
	Address	**O. R. Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627**
	Tel No.	**011 921 6911**
10.1	The *Service Manager* is:	**TBA**
	Address	
	Tel No.	

	e-mail	
11.2(2)	The *Affected Property* is	**O. R. Tambo International Airport**
11.2(13)	The *service* is	**APRON AND LANDSIDE HIGH MAST LIGHTING UPGRADE (ENERGY EFFICIENCY)., as more fully set out in section C3 *Service Information*.**
11.2(14)	The following matters will be included in the Risk Register	**1Risk of financial loss and/or injury of 3rd parties due to the proximity of the *service* (or of persons providing the *service*) to all airport users** **2Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects** **3Project delay** **4Change of Scope** **5 Refer to Annexure E for more risks**
11.2(15)	The *Service Information* is in	**Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**1 week**
2	**The Contractor's main responsibilities**	**Detailed in Part C3 (Service Information)**
21.1	The *Contractor* submits a first plan for acceptance within	**2 weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is	**Upon signing of the contract by ACSA**
30.2	The *Service Period* is	**Six (6) Months after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first**
4	**Testing and Defects**	
42.2	*The defects date is*	**52 weeks after Completion of the whole of the works.**

42.3	*The defects date is*	**2 weeks**
5	**Payment**	
50.1	The *assessment interval* is on the	**between the 1st and 15th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	**30 days from date of invoice**
51.4	The *interest rate* is	**(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies**
6	**Compensation events**	**No data is required for this section of the *conditions of contract.***
7	**Use of Equipment Plant and Materials**	**No data is required for this section of the *conditions of contract.***
8	**Risks and insurance**	
83.1	The *Employer* provides these insurances from the Insurance Table	**(i) Insurance against loss of or damage to the *services*, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and** **(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the *services*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with the contract;** **Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the *contract* ("the Insurance Schedule").**
83.1	The *Contractor* provides these additional insurances	**Professional Indemnity Insurance** **Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the *contract*.**

83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	**Refer to section C1.5 Insurance Schedule**
83.1	The *Employer* provides these insurances from the Insurance Table	**Refer to section C1.5 Insurance Schedule**
83.1	The *Employer* provides these additional insurances	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the *Employer* is:	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service for any one event is:	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [●] ([●] Rands)**
9	**Termination**	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**The person appointed jointly by the parties from the list of adjudicators contained 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 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

W1.2(3)	The *Adjudicator nominating body* is:	**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body**
W1.4(2)	The *tribunal* is:	**arbitration**
W1.4(5)	The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body**
	The place where arbitration is to be held is	**Johannesburg, South Africa**
	The person or organization who will choose an arbitrator	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body**
12	**Data for secondary Option**	
X1	**Price Adjustment for inflation**	**The index referred to in this clause shall be deemed to refer to the CPI index on the *starting date*. Price adjustment for inflation shall only take place on contract anniversary**
X2	**Changes in the law**	**No data is required for this secondary Option**
X13	**Performance bond**	

X13.1	*The amount of the performance bond is*	**10% of Contract value excluding VAT.**
X17	**Low service damages**	**As per the Service Information (C3) – Annex D section 4**
X17.1	The *service level table* is in	**The Service Information, Annex D**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s 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 *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**The total of the Prices**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The total of the Prices**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.** **The excluded matters are amounts payable by the Contractor as stated in this contract for:** - **Loss of or damage to the Employer's property,** - **Defects liability,** - **Insurance liability to the extent of the Contractor's risks** - **death of or injury to a person;** **infringement of an intellectual property right**
X18.5	The *end of liability date* is	**52 weeks after the end of the service period.**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**5 days of receiving the Task Order**
X 20.1	The incentive schedule for Key Performance Indicators is in - **As per the Service Information (C3) – Annex D section 7**	

Z(A): The Additional conditions of contract are: Z1-Z19

	Amendments to the Core Clauses
Z1	**Interpretation of the law**
Z1.1	**Add to core clause 12.3:** Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	**Providing the Service: Delete core clause 20.1 and replace with the following:**
Z2.1	The *Contractor* 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.
Z3.	**Other responsibilities: add the following at the end of core clause 27:**
Z3.1	The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date* .
Z3.2	The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service* Information or notified by the *Service Manager*. Any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.
Z4.	**Termination**
Z4.1	**Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings".
Z5.	**Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:**
Z5.1	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: • The additional conditions of contract under these Z clauses • The conditions of contract and • The other documents.
Z5.2	The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.
Z6.	**Payment: Add the following at the end of core clause 51:**

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

Amendment to the Secondary Option Clauses

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

Z7.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

Z8. Performance Bond: The following amendments are made to clause X13:

Z8.1. Amend the first sentence of clause X13.1 to read as follows: The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.

Z8.2. Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period.* If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period.* If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z9. Limitation of liability: Insert the following new clause as Option X18.6:

Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

Z8.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

Additional Z Clauses

Z10. Cession, delegation and assignment

Z10.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.

Z10.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11. Joint and several liability

Z11.1. If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.

Z11.2. The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

Z11.3. The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z12. Ethics

Z12.1. The *Contractor* undertakes:

Z12.1.1. 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;

Z12.1.2. to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z12.2. The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z12.3. If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.

Z13. Confidentiality

Z13.1. 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*, whose consent shall not be unreasonably withheld.

Z13.2. 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*.

Z13.3. This undertaking shall not apply to –

Z13.3.1. information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z13.3.2. 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;

Z13.3.3. 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);

Z13.4. The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z13.5. The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14. *Employer*'s Step-in rights

Z14.1. If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2. 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.

Z15. Liens and Encumbrances

Z15.1. The *Contractor* keeps the Equipment used to provide the *service* 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 ensures 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

Z16. Intellectual Property

Z15.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the

performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

Z15.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service.*

Z15.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.

Z15.4 The written approval of the *Contractor* is to be obtained before the *Contractor*'s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor*'s IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

Z15.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (**"the claim"**), which arises out of or in relation to:

Z15.5.1 the *Contractor's service*;

Z15.5.2 the use of the *Contractor's* Equipment, or

Z15.5.3 the proper use of the *Affected Property* on which the service is provided.

Z15.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z17. **Dispute resolution: The following amendments are made to Option W1:**

Z16.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter":** "excluding disputes relating to termination of the contract".

Z16.2 **The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**

Z16.2.1 "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

Z16.2.2 "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."

Z17 **Day:**

Z17.1 Any reference to a day in terms of this contract shall be construed as a calendar day.

Z18 **Safety**

Z18.1 The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*.

The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.

Z18.2 As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act)** as amended the Contractor agrees to the following:

Z18.2.1 As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.

Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

Z18.3 The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

C1.2 b - DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The *working areas* are	See C3 'Service Information'
24.1	The *Contractor's Key people* are:	**CV's to be appended to Resource Proposal**
1	**CONTRACT MANAGER**	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	**ELECTRICIAN**	
	Name:	

	Qualifications relevant to this contract	
	Experience	

3	**SAFETY OFFICER**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

	Name:	
	Qualifications relevant to this contract	
	Experience	

11.2	The following matters will be included in the Risk Register	1.	
		2.	
		3.	
		4.	
		5.	
		6.	

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and

2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

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

The parties to this Agreement are:

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

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

_____
_____
_____
_____

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.

2. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant

3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.

7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.

8. This Agreement shall be binding for all work the Mandatary undertakes for the client.

9. All documentation 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 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.

   a. Public Liability Insurance Cover as required by the Subcontract Agreement.

   b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.

2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatary to his/her

employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.

9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.

10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.

11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.

2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.

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

ACCEPTANCE BY MANDATARY

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

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

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**

C1.4 Forms of Securities

PROFORMAS FOR BONDS & GUARANTEES

For use with the NEC3 Engineering & Construction Contract

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

Option X13: Performance Bond

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

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

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)
(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

[Insert *Contractor's* name and registered address] Bank reference No.

Date:

Dear Sirs,

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

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

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the *works*, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"*Contractor*" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"*Employer*" means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of • the date that the Bank receives a notice from the *Employer* stating that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the *Employer*.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"*works*" means	[insert details from Contract Data part 1]

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

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
   - be signed on behalf of the *Employer* by a director of the *Employer*;

- state the amount claimed ("the Demand Amount');
- state that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

   - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
   - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

   - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
   - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.

6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.

7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

   - shall expire on the Expiry Date until which time it is irrevocable;
   - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
   - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
   - shall be regarded as a liquid document for the purpose of obtaining a court order; and
   - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
   - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

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

Signed at ..... on this ..... day of ..... 20__

For and on behalf of the Bank

Bank Signatories(s)	.....	.....
Name(s) (printed)	.....	.....
Witness(s)	.....	.....

Bank's seal or stamp		

PRO FORMA RETENTION MONEY GUARANTEE (MAY BE USED WHEN OPTION X16 APPLIES)

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

[Name and address of the *Employer*]

Date:

Dear Sirs

Reference No. **[●]** *[Drafting Note: Bank reference number to be inserted]*

Retention Money Guarantee: *[Drafting Note: Name of Contractor to be inserted]*

Project [ ] : Contract Reference: *[Drafting Note: Contractor contract reference number to be inserted]*

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

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the *works*, entered into between the *Employer* and the *Contractor*, on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"*Contractor*" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"*Employer*" means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the date on which the Defects Certificate is issued in terms of the Contract.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"*works*" means	[insert details from Contract Data part 1]

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

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

- be signed on behalf of the *Employer* by a director of the *Employer*;
- state the amount claimed ("the Demand Amount');
- state that the *Contractor* has failed to carry out his obligation(s) to rectify certain Defect(s) for which he is responsible under the Contract (and the nature of such defect(s)) alternatively that the Demand Amount is payable to the *Employer* in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

   - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
   - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

   - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
   - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Employer* and the *Contractor*.

6. The *Employer* shall be entitled to arrange its affairs with the *Contractor* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Contractor* or any variation under or to the Contract.

7. Should the *Employer* cede its rights against the *Contractor* to a third party where such cession is permitted under the Contract, then the *Employer* shall be entitled to cede to such third party the rights of the *Employer* under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

   - shall expire on the Expiry Date until which time it is irrevocable;
   - is, save as provided for in 7 above, personal to the *Employer* and is neither negotiable nor transferable;
   - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
   - shall be regarded as a liquid document for the purpose of obtaining a court order; and
   - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
   - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

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

Signed at ..... on this ..... day of ..... 20__

For and on behalf of the Bank

Bank Signatories(s)	.....	.....
Name(s) (printed)	.....	.....
Witness(s)	.....	.....

Bank's seal or stamp		

C1.5 Insurance Schedule

***Summary of Terms and other Matters Applicable to Employer* Provided Insurance**

Part 1:

Notes to Schedule:

- The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:
    - If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer*'s obligation under this Contract is limited to the lower amount; and
    - If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer*'s obligation under this Contract is limited to the cover stated in the Contract Data.
- **[**The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.**]**

Part 2:

Insurance Clause.
Insurance Affected by the Employer.

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

a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

(i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the

right to call for full information regarding insurance costs included by the Contractor.

(iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

(a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

(d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.

i. The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be affected with Insurers and on terms approved by the Employer.
(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

ii. In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.
If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

Sub-Contractors

The Contractor shall:

a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
b) enforce the compliance by Sub-Contractors with this clause where applicable."

Professional Indemnity

a) All consultants are responsible for Professional Indemnity cover of R5 million
c) 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 R5 million;
d) In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
e) 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.

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the *price list* unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the *Contractor* has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

Function of the Price List

Clause 54.1 in Option A states: “Information in the Price List is not Service Information”. This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Service in accordance with the Service Information”. Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor*’s plan

Clause 21.4 states “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance”. Hence when compiling the *price*

list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 Price List

The following Activity Schedule is provided "as-is" for the benefit of the Bidder. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Bidder 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.

ACSA reserves the right to vary all the activities according to the rates given in this contract.

Table A: Activity Schedule Part 1

Item no.	Activity Description	Unit	Quantity	Amount (per single item)	Total (per year)
	Preliminary and General				
1	Airport permits for all staff, Induction course for all staff and parking fees – provisional sum	Once off			
2	Mark-up of drawings for as-built purposes (as-built CAD drawings will be compiled by the consultant based on the contractor's mark-ups)	Once off	1		
3	Provision of all manuals and handover documentation during commissioning	Once off	1		
4	Monthly reports	Monthly	12		
5	Site establishment, additional items of a preliminary and general nature	Once off	1		
				Sub-total A: Preliminary & General	R
	High mast lighting- Part 2				
	**Excavate in earth and set excavated material aside for re-use as filling for:*				
6	Excavations in 'earth' for cable/sleeve trenches (225 m @ 450x700mm)	m^3	118		
7	Extra over excavations in 'earth' for cable or sleeve trenches in soft rock	m^3	Rate only		
8	Extra over excavations in 'earth' for cable or sleeve trenches in rock	m^3	Rate only		
9	Imported river sand for bedding above/below electrical cables	m^3	8		
10	Backfilling of selected and approved material from the excavations	m^3	110		
11	Surplus material from the excavations spread and levelled over the site	m^3	8		
12	Cable warning tape placed 150mm above cables in excavations	m	375		
	*Directional core drilling, 1200 mm bekiw existing road for 110 mm sleeve				
13	15 m directional core drilling	No.	1		
	Sleeves **High-density polyethylene (HDPE) flexible sleeve piping laid intrench (trench and backfilling measured elsewhere) including joints*				
14	50mm Diameter	m	Rate only		
15	110mm Diameter	m	51		
	*90 Degree long radius bends for HDPE flexible sleeve piping				

16	50mm Diameter	No.	Rate only		
17	110mm Diameter	No.	Rate only		
Cables **600/1000V PVC/SWA/PVC copper cable laid in trenches (trenching and backfilling measured elsewhere)*					
18	4 mm² 4-core	m	Rate only		
19	6 mm² 3-core	m	Rate only		
20	16 mm² 4-core	m	225		
21	25 mm² 4-core	m	150		
Cable Terminations **Termination for 600/1000V (PVC/PVC/SWA/PVC) copper cables*					
22	4 mm² 4-core	No.	Rate only		
23	6 mm² 3-core	No.	Rate only		
24	16 mm² 4-core	No.	120		
25	25 mm² 4-core	No.	2		
Earthing **Bare copper earth installed with cable (cable measured elsewhere)*					
26	2,5 mm²	m	Rate only		
27	4 mm²	m	Rate only		
28	10 mm² Conductor	m	225		
29	16 mm² Conductor	m	Rate only		
Earth Conductor Termination **Termination for bare and PVC conductors, including lugs*					
30	2,5 mm²	No.	Rate only		
31	4 mm²	No.	Rate only		
32	10 mm² Conductor	No.	120		
33	16 mm² Conductor	No.	Rate only		
Trailing Cable **Multi-core flexible round sheath power cables shall be factory cut and pre-rigged for ease of installation*					
34	37 metre x 2,5mm² 7core trailing cable	No.	26		
35	34 metre x 2,5mm² 7core trailing cable	No.	25		
36	23 metre x 2,5mm² 7core trailing cable	No.	1		
37	26 metre x 2,5mm² 7core trailing cable	No.	8		
Electrical Splitter Boxes **Surface-mount electrical splitter box, IP67 complete with earth terminal, cable glands and inner seals*					
38	Mast electrical splitter box	No.	55		
Distribution Kiosk **Supply and installation of a pre-manufactured low voltage distribution kiosk, complete with sheet metal tray, frames, sub-frames, busbars, breakers, legend card, circuit breakers, fuses, relay, volt-meter, ammeter, transformer, time, switch, etc*					

39	MAST DISTRIBUTION KIOSK: Weatherproof floor standing distribution kiosk on plinth Pre-manufactured and pre-wired Wired as per drawing P18051-TN-02-ELE-001 - REV A	No.	34		
	Supply and installation of a low voltage circuit breakers				
40	10A, 1 pole MCB	No.	63		
41	32A, 3 pole MCB	No.	24		
	Luminaires and Equipment **Supply and install complete luminaire fittings*				
42	IP65 LED high-mast floodlight with minimum 55,000 lm output,	No.	167		
	Mast Heads **Supply and install mast heads complete with all the accessories. including ring, steel wire ropes, etc*				
43	High mast head (crown)	No.	55		
	Light Switches **Light switches complete with weatherproof box surface mounted to brickwork*				
44	600W Day-night sensor	No.	21		
	Galvanised Conduit **Note: Conduit includes all bends, tee-pieces, joints, locknuts etc. Surface mounted to brickwork, concrete, steel, etc,*				
45	25mm Diameter	m	Rate only		
	Rigid PVC Conduit ** Note: Conduit includes all bends, tee-pieces, joints, locknuts etc. Buried in soil*				
46	25mm Diameter	m	Rate only		
	Switched Socket Outlets, Isolators Etc. **Socket outlets and isolators with cover plate and box surface mounted to pole or kiosk*				
47	16A Three-pin switched industrial socket outlet	No.	21		
48	32A 3-phase welding socket outlet (colour red)	No.	21		
49	32A 3-pole weatherproof IP65 lockable rotary isolator	No.	Rate only		
	Attic Stock				
50	IP66 LED high-mast floodlight with minimum 54,000 lm output,	No.	3		
51	600W Day-night sensor	No.	3		
52	10A, 1 pole MCB	No.	5		
53	32A, 3 pole MCB	No.	3		
54	16A Three-pin switched industrial socket outlet	No.	2		
55	32A 3-phase welding socket outlet (colour red)	No.	2		
	Sundries				
56	Mast pole general service, including door and locker	No.	55		
57	Cost of 80-ton mobile crane per high mast, including site establishment	No.	Rate only		
58	Double drum, SWL 750 kg Mobile Winch	No.	1		
59	Test and commission, balancing, labelling and provision of CoC for the complete electrical installation (priced per high mast)	No.	55		
				Sub-total B: High mast lighting	**R**
	Lighting Protection-Part 3				

Lighting protection for every mast, including aluminium down conductors, copper earth spike, all lugs, bolts, etc					
60	Aluminium rod down conductor, 8 mm diameter, bolted to mast and earth spike (allow for 3 metres per mast)	m	165		
61	Copper earth spike, 1.2 m x 12 mm	No.	55		
62	All bolts, connections, excavation, labour, sundries for lighting protection system	No.	55		
63	40m boom lift	No.	1		
64	Crane 10 tonnes	No.	10		
65	Disposal	No.	1		
Sub-total C: Lighting Protection					**R**
Summary					
Sub-total A: Preliminary & General					**R**
Sub-total B: High mast lighting					
Sub-total C: Lighting Protection					
Sub total					
Sub -total D: Contingency @ 10%					
Contract Price (Excl. VAT) *Sub-total A-D					**R**
Contract Price Carried Forward to Form of Tender (Incl. VAT)					**R**

The above activity schedule is minimum work required and the contractor as the subject expect matter on these services they are bidding for **shall fill in any other activity with prices for "other" activities which they deem necessary to achieve the set out comes on availability ,reliability, maintainability, MTTR, MTBF, legislative and all other targets set in this contract. **Should an alternative not be presented, the offer will be deemed as the contractor's optimal proposal for which they will be liable for.***

**All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).

***It is noted that the required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required service as per high mast lighting upgrade is catered for as per the Original Equipment Manufacturer in the pricing above.
****Incentives and Low service damages will be applicable as per the Low **service damages table and Incentive table in this contract**

C3 Service Information

DESCRIPTION OF THE WORKS

This document, with its annexures, covers the technical requirements for the replacement of high mast light fittings and mast crowns at the OR Tambo International Airport. The project includes the replacement of socket outlets, distribution kiosks, switchgear, control gear, cabling and repairing certain existing mast poles.

Tenderers should note that all the works are located within the landside and airside areas of the airport. Airside areas include the following aprons: Foxtrot, Delta and Golf. The landside area is divided into two, landside 1 & 2 and the locations are indicated in landside high masts lighting drawings. All contractor personnel and vehicles will require permits and also adhere to ACSA's requirements for working airside.
In addition to attending a compulsory site briefing, tenderers are advised to visit the site and acquaint themselves with all local conditions pertaining to the execution of the installation before the tender closing date. Arrangements can be made with ACSA in this regard.

The contractor appointed according to this document shall serve as the main contractor for this project. All subcontractors employed by the contractor shall fall under the responsibility of the contractor and the contractor shall manage and report on their works accordingly.

C.3.1.1 Employer's objectives

The Employer's objective is to improve efficiency, reliability and upgrade requirements of high mast lighting at OR Tambo International Airport through the installation of LED technology, and by standardizing on common crown designs for all high masts.

C.3.1.2 Scope of work

The scope of the installation shall comprise of the supply, delivery, off-loading, installation, commissioning, testing and guarantee of the following material and equipment associated with the works, including:

- Installation of high mastheads (crowns) throughout the Foxtrot, Delta, and Golf aprons as well as landside 1 & 2;
- Replacement of High-Pressure Sodium (HPS) floodlights with new LED floodlights and new crowns on existing high mast poles. Existing LED floodlights are to be reinstalled on new high mast crowns;
- Installation of new distribution kiosks downstream from existing distribution kiosks for most airside masts;
- Testing and reporting on all apron lighting against ICAO requirements.

C3.2.2 Extent of the works

The extent of the works is defined as follows:

- Review and confirm the electrical design.
- Procure all electrical equipment required for the successful electrical installation as defined by the electrical drawings and specifications.
- Submit shop drawings to the engineer for approval prior to commencement of equipment procurement, for all distribution kiosks and crown assemblies.
- Submit samples to the engineer for approval prior to commencement of equipment procurement for light fittings, socket outlets and day/night switches
- Transport all equipment and materials to site.
- Provide temporary electrical, water and ablution facilities required by the electrical contractor, unless agreed otherwise with the Employer.
- Erect temporary hoarding to separate construction and installation areas from public areas.
- Provide all trenching and other civil work associated with the electrical installation.
- Provide all signage as may be required in terms of the OHS Act.
- Install new electrical equipment and materials as per scope of works, specifications and drawings.
- Commission the electrical installation.
- Complete acceptance test procedures and commissioning sheets for each individual piece of equipment installed under this contract (to be reviewed and approved by the Engineer).
- Conduct acceptance tests (to be witnessed by the Engineer).
- Issue a Certificate of Compliance (CoC).
- Submit handover and as-built documentation as prescribed in the Client Requirements and specifications below.
- Finish the site (remove all hoarding, unused installation material, decommissioned materials and components, building rubble).

All equipment removed from any existing installation shall be handed over to ACSA, as prescribed in this document.

The contractor will be responsible to coordinate any shut-down times required for the installation of equipment with ACSA. Work during after-hours may be required.

C3.4 Project Specifications

This section details the project scope of works and is divided into landside and airside aprons high mast lighting.

C3.4.1 Landside High Mast Lighting

This scope of works for the landside high mast lighting covered under the following subsections:

- Location of the High Masts
- Distribution Kiosks
- Low Voltage Cables
- Power Points and Socket Outlets
- Switchgear and Control gear
- High Mast Poles
- High Mast heads (Crowns)
- Lighting
- Lightning Protection

C3.4.1.1 Location of the High Masts

The following table lists all landside high masts. Refer to Appendix B for project drawings.

Number	Type	Height	Coordinates	
			Latitude	Longitude
HM 01	Scissor	32 m	26° 7'46.35"S	28°13'51.00"E
HM 02	Drop-down	32 m	26° 7'47.74"S	28°13'51.00"E
HM 03	Scissor	32 m	26° 7'43.47"S	28°13'53.82"E
HM 04	Drop-down	32 m	26° 7'46.43"S	28°13'47.71"E
HM 05	Drop-down	32 m	26° 7'48.81"S	28°13'45.48"E
HM 06	Drop-down	32 m	26° 7'50.63"S	28°13'51.37"E
HM 07	Drop-down	32 m	26° 7'52.07"S	28°13'46.71"E
HM 08	Drop-down	32 m	26° 7'54.36"S	28°13'45.78"E
HM 09	Drop-down	32 m	26° 7'53.72"S	28°13'43.91"E
HM 10	Drop-down	32 m	26° 7'51.16"S	28°13'44.26"E
HM 11	Drop-down	32 m	26° 7'51.27"S	28°13'41.37"E
HM 12	Drop-down	32 m	26° 7'54.11"S	28°13'39.80"E
HM 13	Drop-down	32 m	26° 7'56.64"S	28°13'38.52"E
HM 14	Drop-down	32 m	26° 7'58.23"S	28°13'41.02"E
HM 15	Drop-down	32 m	26° 7'56.28"S	28°13'40.56"E
HM 16	Drop-down	32 m	26° 7'56.09"S	28°13'44.15"E
HM 17	Scissor	32 m	26° 7'53.68"S	28°13'49.55"E
HM 18	Drop-down	32 m	26° 7’58.78"S	28°13’35.19"E
HM 19	Drop-down	32 m	26° 8’1.10"S	28°13'34.08"E
HM 20	Drop-down	32 m	26° 8'3.05"S	28°13'35.56"E
HM 21	Drop-down	32 m	26° 8'3.46"S	28°13'32.54"E
HM 22	Drop-down	32 m	26° 8'2.55"S	28°13'40.39"E
HM 23	Drop-down	32 m	26° 8'4.96"S	28°13'40.97"E
HM 24	Drop-down	32 m	26° 8'0.93"S	28°13'37.65"E

The airport’s landside consists of a total of 24 high mast floodlights out of which three (3) are scissor type high mast floodlights and twenty-one (21) are drop-down type-high mast floodlights.

The drop-down and scissor poles shall be reused. Where necessary, the existing switchgear in mast poles may require upgrades and /or refurbishments. Most service doors on mast poles are missing or welded shut. This either leaves the switchgear and wiring open to vandalism and theft or hinders maintenance. The doors shall be replaced with new lockable doors.

C3.4.1.2 Distribution Kiosks

No distribution kiosks will be installed for the landside masts. The electrical supply is directly from the miniature substations to the switchgear located in the service hatch of each high mast.

C3.4.1.3 Low Voltage Cables

The existing low voltage cables feeding from the miniature substation to the service hatch of each mast shall be tested by the contractor to establish their condition. The contractor will be requested to provide a methodology for the testing for approval. Cables found not to be in a good condition shall be replaced with new and correctly sized cables. Cables found to be in a good condition shall be reused. Where feeder cables are missing, replacement cables shall be supplied and installed by the contractor.

The following list states the scope of works under low voltage cables applicable to the landside. Note that the list is not exhaustive, and the contractor may be required to undertake extensive investigation to establish the exact extent of the works required.

- Supply and install a new 10mm² 4 Core PVC SWA cable between high mast 12 (HM12) and the nearest miniature substation. The cable is to be terminated and connected inside high mast 12 (HM12) services hatch.

- Supply and install a new 10mm² 4 Core PVC SWA cable between high mast 13 (HM13) and the nearest miniature substation. The cable is to be terminated and connected inside high mast 13 (HM13) distribution box.

- Supply and install a new 10mm² 4 Core PVC SWA cable between high mast 23 (HM23) and the nearest miniature substation. The cable is to be terminated and connected inside high mast 23 (HM23) distribution box.

The existing wiring of control gear and switchgear that is designed for the HPS and metal halide fittings shall be replaced with new cables. The existing cables feeding the existing LED floodlights must be reused. New cables for the new additional LED floodlights must be installed as indicated on the schematic diagram layout.

C3.4.1.4 Power Points and Socket Outlets

Old and worn out electrical socket outlets shall be replaced with the following new socket outlets:

- 32A, 5-pin three phase red welding socket outlet for the light fittings installed on the crowns

- 16A, 3-pin single-phase industrial switched socket outlet for winch and general equipment.

C3.4.1.5 Switchgear and Control Gear

The existing switchgear is designed for HPS fittings and is generally in poor condition and shall be replaced, including all wiring to the new light fittings. The contractor shall supply and install new electrical switchgear and day/night control in the service hatches including a separate distribution box for high mast 13 (HM13).

C3.4.1.6 High Masts Poles

There are 24 high mast lights in the landside 1 and landside 2 areas:

Landside 1

- Three scissor masts

- Fourteen drop-down masts.

Landside 2

- Seven drop-down masts

The drop-down poles use a shared mobile winch to drop the crowns to ground level. They have six HPS floodlights installed in a fully enclosed mast head.

The drop-down poles and scissor poles shall be reused throughout. The minor rust issued that was observed is to be treated by standard maintenance and does not form part of the scope of works.

The missing service doors shall be replaced with new lockable doors and repainted with the same colour as the existing poles. The locking mechanisms are to be agreed to by ACSA.

Landside high mast poles requiring additional work

Mast 12 (HM12): The plinth and base of HM12 are buried underground, and no switchgear, control gear or feeder cable is present at the pole. The pole has settled, and no further movement is expected. A new supply cable is required and is included in the bill of quantities.

Mast 13 (HM13): High Mast 13 has a separate distribution box that is missing its breakers. The supply cable also appears to be missing. Therefore, a new supply cable and new breakers are required for this mast. These items have been measured in the bill of quantities.

C3.4.1.7 High Mast heads (Crowns)

The high mast heads (crowns) shall be replaced with new crowns that will accommodate the number of LED floodlights per mast, up to a maximum of eight. Refer to drawings for exact number LED floodlights required per mast. To provide a consistent and aesthetic look to the high mast installation, all crowns shall have the same design/aesthetic features. Where floodlight configuration may cause uneven weight distribution on a mast pole, a counterweight shall be installed. This will also ensure the crowns are balanced, with the centre of the mass directly over the poles. Any counterweights which are required will be designed by the Engineer once the Contractor has confirmed exact light fitting specifications.

Recommended bracket lengths for scissor masts for the LED floodlights:

- 1-3 lights per ring, the brackets are to be 100mm long
- 4-6 lights per ring, the brackets are to be 300mm long
- 6-8 lights per ring, the brackets are to be 450mm long

C3.4.1.8 Lighting

The contractor shall submit the following for approval before any orders are placed with manufacturers:

- samples of each type of light fitting
- full simulation using fit-for-purpose software for the contractor's proposed new LED fittings

LED light fittings with a minimum luminous flux of 55,000 fixture lumens, IP66 ingress protection, die-cast aluminium body and a useful lifetime of at least 55,000 shall be supplied and installed as part of this contract. All control gear shall be factory-fitted into the fitting.

C3.4.1.9 Lightning Protection

The existing lightning protection installations shall be reused. The lightning protection shall be tested, and any remedial works required to ensure compliance to SANS standards shall be quoted by a lightning protection specialist, for approval. Where existing lightning protection is missing or inadequate, the Contractor shall install new lighting protection systems as per specifications in Section C3.5.3 in this document.

C3.4.2 Airside Aprons High Mast lighting

This section describes the scope of works for Airside high mast lighting and covers the following subsections:

- Location of the High Masts
- Distribution Kiosks
- Low Voltage Cables
- Power Points and Socket Outlets
- Switchgear and Control gear

- High Mast Poles
- High Mast heads (Crowns)
- Lighting
- Lightning Protection

C3.4.2.1 Location of the High Masts

The airside scope for this project includes three aprons: Foxtrot, Delta and Golf.

- Foxtrot: 4 high masts
- Golf: 8 high masts
- Delta: 22 high masts.

Foxtrot has three masts with four LED floodlights each, and one mast with five LED floodlights.
Golf has seven masts with three LED floodlights and one with four LED floodlights.
Delta has 18 masts with four LED floodlights and four masts with four metal halide floodlights.
Therefore, all masts have existing LED fittings which must be reused, except for four Delta masts which require a total of 16 HPS fittings to be replaced with LED fittings.

The following table lists all airside high masts. Refer to Appendix B for project drawings.

Mast Description	Mast Number	Height	Apron
Drop-down high mast light type	HM 001	24 m	Golf
Drop-down high mast light type	HM 002	24 m	Golf
Drop-down high mast light type	HM 003	24 m	Golf
Drop-down high mast light type	HM 004	24 m	Golf
Drop-down high mast light type	HM 005	24 m	Golf
Drop-down high mast light type	HM 006	24 m	Golf
Drop-down high mast light type	HM 007	24 m	Golf
Drop-down high mast light type	HM 008	24 m	Golf
Drop-down high mast light type	HM 009	20 m	Foxtrot
Drop-down high mast light type	HM 010	35 m	Foxtrot
Drop-down high mast light type	HM 011	35 m	Foxtrot
Drop-down high mast light type	HM 012	35 m	Foxtrot
Drop-down high mast light type	HM 013	35 m	Foxtrot
Drop-down high mast light type	HM 014	35 m	Foxtrot
Drop-down high mast light type	HM 015	35 m	Delta
Drop-down high mast light type	HM 016	35 m	Delta
Drop-down high mast light type	HM 017	35 m	Delta
Drop-down high mast light type	HM 018	35 m	Delta
Drop-down high mast light type	HM 019	35 m	Delta
Drop-down high mast light type	HM 020	35 m	Delta
Drop-down high mast light type	HM 021	35 m	Delta
Drop-down high mast light type	HM 022	35 m	Delta
Drop-down high mast light type	HM 023	35 m	Delta
Drop-down high mast light type	HM 024	35 m	Delta
Drop-down high mast light type	HM 025	35 m	Delta
Drop-down high mast light type	HM 026	35 m	Delta
Drop-down high mast light type	HM 027	35 m	Delta
Drop-down high mast light type	HM 028	35 m	Delta
Drop-down high mast light type	HM 029	35 m	Delta
Drop-down high mast light type	HM 030	35 m	Delta

Mast Description	Mast Number	Height	Apron
Drop-down high mast light type	HM 031	35 m	Delta
Drop-down high mast light type	HM 032	35 m	Delta
Drop-down high mast light type	HM 033	35 m	Delta
Drop-down high mast light type	HM 034	35 m	Delta

C3.4.2.2 Distribution Kiosks

A kiosk is installed at each mast and contains a day/night sensor, a socket outlet, surge protection and switchgear for the masts, all of which are generally in a good condition. However, none of the equipment is labelled and some equipment has been modified over the years. In some cases, control gear for previous HPS installations has been disconnected or removed. The existing kiosks are to be demolished and returned to ACSA. Refer to drawings and specifications for details on new kiosks.

C3.4.2.3 Low Voltage Cables

The existing low voltage cables feeding from the miniature substation to each kiosk mast shall be tested by the contractor to establish their condition. The contractor will be requested to provide a methodology for the testing for approval. Cables found not to be poor condition shall be replaced with new and correctly sized cables. Cables found to be in a good condition shall be reused. Where feeder cables are missing, replacement cables shall be supplied and installed by the contractor.

The same methodology shall be used for existing cables feeding the high masts from each kiosk.

C3.4.2.4 Power Points and Socket Outlets

The electrical socket outlets inside the masts shall be replaced with the following new socket outlets to power the lights and allow for easy disconnection of lights for the installation of the crown:

- 32A, 5-pin three phase red welding socket outlet for the light fittings installed on the crowns
- 16A, 3-pin single-phase industrial switched socket outlet for winch and general equipment.

C3.4.2.5 Switchgear and Control Gear

New switchgear and day/night controls shall be installed at all the aprons for existing and new LED floodlight fittings.

C3.4.2.6 High Masts Poles

The airside scope for this project includes three aprons, namely Foxtrot, Delta and Golf.

- Foxtrot: 4 high masts
- Golf: 8 high masts
- Delta: 22 high masts.

The airside masts are all drop-down masts that are lowered by a mobile winch.

All poles shall be reused.

C3.4.2.7 High Mast heads (Crowns)

The high mast heads (crowns) shall be replaced with new crowns that accommodate the required number of LED floodlights per mast. Refer to drawings for exact number of LED floodlights per mast.

Most airside high masts have **existing** Beka OmniStar 463W 144-LED light fittings which must be reused. The new crowns for these high masts shall be 100% compatible with these existing fittings.

C3.4.2.8 Lighting

The contractor shall submit the following for approval before any orders are placed with manufacturers:

- samples of each type of light fitting
- full simulation using fit-for-purpose software for the contractor's proposed new LED fittings

LED light fittings with a minimum luminous flux of 55,000 fixture lumens, IP66 ingress protection, die-cast aluminium body and a useful lifetime of at least 55,000 shall be supplied and installed as part of this contract. All control gear shall be factory-fitted into the fitting.

C3.4.2.9 Lightning Protection

The existing lightning protection installations shall be reused. The lightning protection shall be tested, and any remedial works required to ensure compliance to SANS standards shall be quoted by a lightning protection specialist, for approval. Where existing lightning protection is missing or inadequate, the Contractor shall install new lighting protection systems as per specifications in Section C3.5.3 in this document.

C3.5 General Specifications

C3.5.1 General

C3.5.1.1 Quality of materials and workmanship

All materials shall be new, undamaged and free from rust or other defects. Only material of the best quality, which has been approved by the Engineer, shall be used.

The contractor shall, upon the request of the Engineer, furnish the Engineer with documentary proof of his satisfaction that the material is of the quality specified. Samples of materials for testing, if required, shall be supplied by the contractor, free of charge.

Where applicable, all material shall be in accordance with the relevant standard specifications of the South African Bureau of Standards and the British Standard Specifications.

The installation shall be carried out according to the latest modern engineering practices.

The Engineer reserves the right to reject any work or part thereof that, according to his judgement, does not meet the highest standards of material and workmanship and to enforce replacement of the work at the expense of the contractor.

C3.5.1.2 Rating of Equipment

The contractor shall supply the sizes and rating of all the equipment offered to the Engineer for approval prior to purchasing or ordering such equipment.

All equipment offered shall operate well within the manufacturer's ratings, and equipment to be operated beyond these limits will not be considered.

C3.5.1.3 Space Requirements and Access

Tenderers shall ensure that the equipment offered by them can be installed in the available the spaces as shown on the drawings. It shall be noted that some existing masts are close to public roads. Should it be found at a later stage that the equipment offered does not fit, all costs arising from the rectification of this problem shall be for the contractor's account.

The equipment shall be installed in such a manner that complete access is provided for operating and maintenance purposes.

Tenderers shall also ensure that the equipment offered by them will pass through available building openings. Large equipment shall be made up in sections and each section shall be small enough for access through doors and other building openings. All additional costs involved for the modification of equipment, or to change the Manufacture of equipment in order to allow access shall be for the account of the contractor.

C3.5.1.4 Samples

The contractor shall submit samples to the engineer for approval prior to commencement of equipment procurement, including light fittings and socket outlets.

C3.5.1.5 Electrical Material

The electrical material and equipment which are to be used shall be of the best quality throughout and shall where applicable bear the mark or comply with the relevant SABS, BS, and IEC Standards.

If any doubt as to the quality of material exists, this matter shall be referred to the Engineer.

C3.5.2 Standard Specifications

This section is to be read in conjunction with the electrical bill of quantities, drawings and the electrical standard specifications.

C3.5.2.1 Installation of Cables

This section covers the installation of cables for the high mast lighting, for system voltages up to 400V, 50 Hz.

1) General

Cable shall be supplied in one length, to the lengths specified, unless the length exceeds a standard drum length.

Cables with copper conductors shall be used throughout unless otherwise specified or approved.

Cable rollers shall be used as far as possible to run out cables. Rollers shall be spaced so that the length of cable in the trench will be totally suspended during the laying operation and sufficiently close to prevent undue sagging and the cable from touching the ground. Rollers shall also be placed in the trench in such a manner that they will not readily capsize.

Where cables have to be drawn around corners, well-lubricated skid plates shall be used. The skid plates shall be securely fixed between rollers and shall constantly be examined during cable laying operations.

The maximum allowable tension when pulling a cable is 70 N/mm² of conductor area.

2) Low Voltage Cables (600/1000 V Rated)

a) Underground Cables

The cables shall be manufactured in accordance with SANS 1507. The low voltage cables shall be of high conductive annealed stranded copper, of new stock and of 600/1000 V grade.

Where armouring is specified, it shall consist of one layer of galvanised steel wire in the case of multi-core cables and nonmagnetic metallic wire in the case of single core cables. Aluminium strip or tape armouring is not acceptable.

The low voltage distribution cables shall comprise 4 cores, copper conductor, PVC insulated, steel wire armoured, PVC sheathed 600/1000-volt cables.

Cables shall be identified at all terminations by means of punched metallic bands or marked with labels or tags. The identification numbers of cables shall be shown on the as-built drawings.

b) Multi-core Cable and Connections

Multi-core flexible round sheath power cables shall be provided, terminating in the base compartment of the mast, fitted with plugs and sockets and a guard ring.

At the mast head, cables shall be connected to a weatherproof junction box on the lantern ring equipped with suitable nylon glands.

The equipment shall be suitably rated for the required duty. Power cables shall be factory cut and pre-rigged for ease of installation.

A standard 18-core cable, sufficient to provide enough cares for up to 8 LED floodlights.

C3.5.2.2 Trenching

1) General

The electrical subcontractor shall be responsible for all trenching excavations unless specified to the contrary. Prior to cable laying, the trench shall be inspected thoroughly and all objects likely to cause damage to the cables either during or after laying shall be removed. Where ground conditions are likely to reduce maximum current carrying capacities of cables or where the cables are likely to be subjected to chemical or other damage or electrolytic action, the engineer shall be notified before installing the cables. The engineer will advise on the course of action to be taken.

The excavated material shall be placed adjacent to each trench in such a manner as to prevent nuisance, interference or damage to adjacent drains, gateways, trenches, water furrows, other works, properties or traffic. Where this is not possible the excavated materials shall be removed from site and returned for backfilling on completion of cable laying. Surplus material shall be removed from site and disposed of at the cost of the electrical subcontractor.

Trenches across roads, access ways or footpaths shall not be left open. If cables cannot be laid immediately the Contractor shall install temporary "bridges" or cover plates of sufficient strength to accommodate the traffic concerned.

The contractor shall take all the necessary precaution and provide the necessary warning signs and/lights to ensure that the public and/or employees on site is not endangered.

The Contractor shall provide shoring for use in locations where there is a danger of the sides of the trench collapsing due to waterlogging or other ground conditions. The strength of shoring must be adequate for site conditions prevailing and the shoring must be braced across the trench. The Contractor shall provide all pumps and equipment required to remove accumulated water from trenches. Water or any other liquid removed shall be disposed of without any nuisance or hazard.

The classification for type of soils for trenching purposes shall be as follows:

- Soft earth and rock: Shall mean rock and earth that can be loosened
- and removed by hand-pick and shovel.
- Hard rock: Shall mean granite, quarzitic sandstone, slate and rock of similar or greater hardness, solid shale and boulders in general requiring the use of jack hammers and other mechanical means of excavations.
- Very hard rock: Shall mean rock that can only be excavated by means of explosives.

Where very hard rock and hard rock are encountered, the prior approval of the Engineer shall be obtained before proceeding with the excavation. This requirement is stipulated in order to afford the engineer the opportunity to determine whether an alternative cable route is justified.

The final price for the supply and installation of all cables will be adjusted, on the basis of the actual lengths of installed cables, in accordance with the unit rates quoted at the time of tendering. Cable lengths shall be measured on site to the nearest 500mm for this purpose and surplus cable will not be paid for.

The engineer reserves the right to inspect the installation at any stage during the course of construction. Such inspections will however not deem the portions inspected as being complete or accepted and the contractor shall remain responsible for completing the installation fully.

The Contractor shall carry out a final "as built" survey of the cable routes and present to the engineer the "as built" route plans of the complete installation. The following information shall be reflected on the plans or submitted as separate schedules with the plans:

- Overall length of each cable.
- Locations of all joints (with dimensions shown).
- Identification of each cable.

2) Trench Construction

The bottom of the trench shall be of smooth contour and shall have no sharp dips or rises which may cause tensile forces in the cable during backfilling.

Where trenches change direction or where cable slack is to be accommodated, the Contractor shall ensure that the requirements of the relevant SANS and manufacturer specification regarding the bending radii of cables are met when determining trench widths.

Power driven mechanical excavators may be used for trenching operations provided that they are not used in close proximity to other plant, services or other installations likely to be damaged by the use of such machinery. The use of power-driven mechanical excavators shall be subject to the approval of the Engineer. Should the excavator produce trenches that exceed the required dimensions, payment based on volumetric excavation rates will be calculated on the required dimensions only.

The contractor shall not commence with the backfilling of trenches without prior notification to the Engineer so that the cable installation may be inspected. Should the Contractor fail to give a timeous notification, the trenches shall be re-opened at the Contractor's cost. Such an inspection will not be unreasonably delayed.

Backfilling shall be undertaken with soil suitable to ensure settling without voids. The maximum allowable diameter of stones presents in the backfill material is 75mm. The Contractor shall have allowed in his tender for the importation of suitable backfill material if required. The backfill shall be compacted in layers of 150mm and sufficient allowance shall be made for final settlement. The Contractor shall maintain the refilled trench at his expense for the duration of the contract. Surplus material shall be removed from site and suitably disposed of.

On completion, the surface shall be made good to match the surrounding area, in the case of roadways or paved areas the excavations shall be consolidated to the original density of the surrounding material and the surface finish reinstated.

Warning tape shall be installed above the cables, as shown in the drawings. The warning tape shall be yellow, marked with the words "ELECTRIC CABLE/ELEKTRIESE KABEL" in red. These markings shall not be more than 1m apart from centre to centre.

3) Cable Routes

The electrical subcontractor shall, before trenching commences, familiarise himself with the routes, site conditions, existing services (storm water pipes, water mains, gas pipes, telephone cables, etc.) and the procedure and order of doing the work shall be planned in conjunction with the general construction programme for other services and building requirements. The contractor will be held responsible for damage to any existing services brought to his attention by the relevant authorities and shall be responsible for the cost of repairs. In the event of damage to other services or structures during trenching operations the Contractor shall immediately notify the engineer and institute repairs.

Trenches shall connect the points shown on the drawings in a straight line. Any deviations due to obstructions or existing services shall be approved by the engineer beforehand. The contractor shall ensure that the excavations will not endanger existing structures, roads, railways or another site constructions or property. The removal of obstructions along the cable routes shall be subject to the approval of the engineer.

4) Bedding

The bottom of the trench shall be filled across the full width with a 50mm layer of suitable soil sifted through a 6mm mesh and levelled off. Only sandy clay or loam soil with a satisfactory thermal resistivity (not exceeding 1.5 °C m/W) may be used for this purpose. Ash, chalk, peat, clinker or clayey soil shall not be used. The use of crusher sand is acceptable. Where no suitable soil is available on site, the Contractor shall import fill from elsewhere and make all the necessary arrangements to do so. The cost of importing soil for bedding purposes shall be included in the unit rates for excavations.

C3.5.2.3 Earthing

The whole of the electrical installation shall be earthed in accordance with SANS 10142 and any other local regulation or bylaw that may apply.

C3.5.2.4 Luminaires

1) General

The contractor shall submit samples of the light fitting for approval before placing an order to the manufacturer. The contractor shall also provide software simulations from the manufacturer confirming glare and light distribution levels on the ground.

Luminaires, associated equipment and control gear shall be new and unused and shall be supplied complete with lamps, control gear, diffusers, mounting brackets, etc. and shall be delivered to site in a protective covering.

The contractor shall submit for approval samples of all the light fittings before orders are placed with the manufacturers.

Light fittings

The proposed light fittings shall adhere to the following minimum requirements:

- Ingress protection: IP 65
- Impact resistance (glass): IK 08
- Nominal voltage: 200-260V at 50Hz
- Operating temperature (Ta): -10°C to +40°C
- Weight (total): 26 kg
- Installation Height: 32 metres
- Standard Colour: Light Grey
- Light Colour Temperature: Neutral white
- Wattage: Maximum 500 W
- Minimum Lumens: 50 000
- Body: high-pressure die-cast aluminium
- Protector: High-pressure clear glass.

Should the contractor propose lights that differ from the issued/existing lights, then each crown holding the new lights shall be fitted with the same type of light to simply the Employer's spare parts holding

requirement. The contractor shall to ensure that brackets used are suitable for the installation of crowns and the lights used.

C3.5.2.5 Socket Outlets

Only 16A 3 pin sockets are to be used unless other special purpose types are distinctly specified or shown on the drawings. All socket outlets will provide SANS 164-1 and SANS 164-2 type socket outlets.

With the exception of three-phase outlets, circuits connected to different phases shall not normally be present at lighting, switch or socket outlet boxes. Where this is unavoidable, barriers shall be provided between terminals or connections of the various phases and the box shall be suitably labelled internally to indicate the presence of three phase voltages.

A neutral conductor shall be installed to all three phase outlets intended for equipment connection, whether sockets or isolators, irrespective of whether the particular equipment normally requires a neutral or not.

Socket outlets for weatherproof sockets shall be fitted with a plastic faceplate.

C3.5.2.6 Miniature Circuit breakers

The circuit breakers shall comply to BS EN 60898, IEC 60947 and to be SABS approved.

The continuous current rating, trip rating and rupturing capacity shall be as specified. Typical current ratings are from 0.5A to 125A and short-circuit ratings may be up to 25 kA.

The operating handle shall provide clear indication of "ON", "OFF" and "TRIP" positions.

The circuit breaker shall have a rating plate indicating the current and voltage rating, and breaking capacity. All breakers shall be rated accordance with BS EN 60947 for industrial applications.

C3.5.2.7 Distribution Kiosks

1) General

The distribution kiosks shall have the following design requirements:

- Bottom entry floor standing type distribution kiosks
- IP44 weatherproof enclosure rated for outdoor installation
- Fault current level should be as per the schematic single line diagram
- Panel Standards: SANS 1973, SANS 61439
- Colour door: Powder Coat – Light stone
- Material and Thickness: Electro galvanised, Epoxy coat 1.6 mm
- Panel colour: Normal Section (orange) and Emergency (Red)

Indicated is the probable fault level rating (kA) of the busbars. Refer to the Summary of Switchgear and Circuits for the minimum fault level rating of specified equipment.

DB-Kiosk-HM--	Distribution kiosk	Normal Power	10 kA	32A, 3-phase

DB-Kiosk-HM01 Description:

Distribution kiosk constructed of mild steel (painted).

32A, 3-phase, 400V incomer and type 1 surge protection device (SPD). Fed from Miniature Substation.

Distribution kiosk sections:

- Supply Section
- Apron High Mast Lighting Subsection (230V single phase subsection for lighting)
- Equipment Area

DB-Kiosk-HM-- Supply Section:

QTY	DESCRIPTION
1	32A, 3-pole breaker (from mini-sub)

DB-Kiosk-HM—Apron HM Lighting Subsection:

QTY	DESCRIPTION
1	32A, 3-pole breaker
2	20A, 1-pole breaker for equipment area
8	10A, 1-pole breaker for lights

2) Doors

Doors shall be fitted to the front and to the rear of each cubicle. The doors shall provide free access to equipment which has to be operated and shall provide a full view of all meters. Cubicles wider than 700mm shall be provided with double doors.

Brass hinges shall be used to hang the doors. The hinges shall be bolted to the canopy with brass bolts and nuts. Bolt heads or nuts shall not protrude beyond the outer surface of the kiosk. Nylon, aluminium or piano hinges are not acceptable.

Doors shall be fitted with lever locks with a 135° movement. The locking mechanism shall have a catch on the rear which catches behind the frame or door entry surround. The locking mechanism as well as the catch support area shall be backed with brass or galvanised steel plates.

The locking mechanism shall be lockable by padlocks. Padlocks will be provided by the Department.

The locking mechanism shall be made of brass or stainless steel.

Door restraints shall be provided. Cloth or canvas straps are not acceptable. The fixing points of the restraint at both the door and canopy shall be reinforced.

At least three hinges shall be supplied on steel doors higher than 12mm.

Doors shall be fitted with neoprene or equivalent seals.

Metal doors shall be earth bonded to the frame by means of a copper braided strap, tooth washers, bolts and nuts.

3) Mounting of Equipment

The mounting of equipment shall comply with SANS 1765 where applicable. Equipment shall be fixed to the support panel with bolts, nuts, washers and spring washers or self-locking nuts with washers. Self-tapping screws are not acceptable.

Equipment shall be arranged and grouped in a logical fashion.

All equipment shall be flush mounted behind panels with only circuit-breaker and isolator toggles and meter faces protruding. The front panels shall be secured in position by 6mm studs and hexagonal chromed brass dome nuts and washers or hank nuts fasteners. Self-tapping or similar screws are not acceptable.

Blanking plates shall be fitted over slots intended for future equipment. These plates shall be fixed so that fixing holes do not need to be drilled through the front panel.

All kiosks shall be in accordance with the types as specified, be constructed according to the detail or type drawings and must be approved by the Engineer before installation.

In all instances where provision is to be made on boards for the supply authority's main switch and/or metering equipment the contractor must ensure that all requirements of the authorities concerned in this respect are met.

Any construction or standard type aboard proposed, as an alternative to that specified must have the prior approval of the Employer.

All busbars, wiring, terminals, etc., are to be adequately insulated and all wiring is to enter the switchgear from the bottom of the kiosk. Cable and boxes and other ancillary equipment must be provided where required.

Clearly engraved labels are to be mounted on or below every switch. The working of the labels in English, is to be according to the lay-out drawings or as directed by the Electrical Engineer and must be confirmed on site.

4) Access

All equipment, busbars and wiring shall be completely accessible with the door open and the back door and front panel removed.

5) Labelling

All equipment shall be fully labelled and accurate descriptions shall be given.

Engraved brass shall be used for labels. The labels shall be riveted to the kiosks.

The following labels shall be supplied as a minimum requirement:

- Number and allocation of kiosk (e.g. KIOSK-K-HM01)
    - Lettering: At least 10mm high
    - Label on the outside in a prominent position
- Designation of circuit i.e. circuit-breaker, isolator, meter, etc. (e.g. HIGH MAST 001)
    - Lettering: At least 5mm high

The main switch shall be marked in accordance with the regulations.

The function and circuits of all other equipment shall be clearly identified. Flush mounted equipment within the front panel shall be identified by labels fixed to the front panel.

The labels for all equipment installed behind panels shall be fixed to the support panel close to the equipment.

The labels shall be secured by means of rivets. Self-tapping screws are not acceptable. Labels shall not be glued to their mounting positions. Sufficient rivets shall be provided to prevent labels from warping.

All label designations shall be confirmed with the Engineer before manufactured.

The Contractor will ensure that all labelling and numbering of distribution kiosks will adhere to SANS 10142-1.

6) Notices

At least one with the words "DANGER/INGOZI/GEVAAR " shall be mounted outside on the front of the kiosk. This notice shall be riveted to the steel or cast-iron door so that it cannot easily be removed. Brass rivets shall be used. The notice shall be laminated into the fibreglass door in the case of fibreglass kiosks.

C3.5.2.8 Photocell Daylight Switch

1) Installation

Each individual LED floodlight of the high mast lighting shall be controlled by photo-electric daylight sensitive switches.

Where two or more lighting circuits are to be controlled by a single daylight sensitive switch, a contactor actuated by the unit shall be provided in the switchboard.

A by-pass switch enabling the lights to be turned on at any time shall be provided.

2) Construction

The unit shall comprise a photo cell, thermal actuator and change-over switch. The cover of the unit shall be manufactured from a tough, durable material providing protection against tampering. The cover shall have good weathering properties. It shall be ultraviolet-resistant and shall not deteriorate when exposed to sunlight for prolonged periods.

The unit shall be of the surface mounting type and shall be supplied complete with a suitable bracket.

The operational level shall be factory present for "ON" at a light level of approximately 54 lux and "OFF" at approximately 108 lux. Voltage variations shall not materially affect the operational levels.

A time delay of not less than 15 seconds shall be provided to prevent the unit from functioning due to short period changes in illumination.

The unit shall be effectively safeguarded against voltage surges by means of a suitable surge protector which shall preferably form an integral part of the unit.

C3.5.2.9 High Mast heads (Crowns)

1) Brackets

The length of the brackets depends on the diameter of the ring.

The length of the brackets for the LED floodlights shall be as follows:

- 1-3 lights per ring, the brackets are to be 100mm long
- 4-6 lights per ring, the brackets are to be 300mm long
- 6-8 lights per ring, the brackets are to be 450mm long

2) Mast Head Assembly

All components of the mast assembly shall be hot-dipped galvanized steel, including the assembly itself, nuts, bolts, brackets, etc.

3) Pulley system

The pulleys shall be of large diameter, appropriate to the multicore flexible cable being used. They shall be of noncorrodible material and run on self-lubricating bearings with stainless steel spindles.

Arrangements shall be provided to ensure that the electric cables and steel wire ropes are separated before passing over their respective pulleys to prevent ropes and cables leaving the pulleys' grooves.

The pulleys shall be housed in a chassis integral with a sleeve which slips over the top of the mast and is secured axially and in azimuth. Guides and stops shall be provided for docking the lantern carriage. The complete chassis assembly shall be hot dip galvanised after fabrication.

4) Steel Wire Ropes

Steel wire ropes shall be flexible 'marine grade' stainless steel of 7/19 construction. Thimbles and terminals shall be of compatible material. Steel wire ropes shall be factory cut terminated and pre-rigged for ease of installation. Ropes with hemp or nylon cores shall not be used.

C3.5.2.10 Existing masts

1) General Specification

In general, the 35-metre drop-down high mast typically have the specifications provided in the following table.

TECHNICAL DATA SHEET FOR 35-METER HIGH MAST LIGHTING	
REQUIREMENT	
Total number of high masts:	25
Number of light fittings on these masts:	114
HIGH MAST SYSTEM	
Height of mast:	35 Metres
Provision for cable termination	MCB Isolator
Standard for of galvanisation:	As per BS EN ISO 1461
Size of opening and door at base:	Typical 1200 x 250 mm (varies)
Diameter of base plate:	860mm (mini)
Thickness of base plate:	35 mm (mini)
Lightning protection finial:	G.I single spike of length 1200 mm
PCD of foundation bolts:	800 mm

Type/diameter/length of foundation bolt	TS 1200mm(mini) / 40 mm dia / 900 mm long
LUMINAIRES CARRIAGE	
Material of construction:	50 NB ERW Class B - M. S. Pipe
Diameter of carriage ring (mm):	910mm (max)
Construction:	8 Arm, Welded, 2 sections
Load carrying capacity:	8 Luminaires (max)
TRAILING CABLE	
Conductor:	Copper, 5 core, 4 sq. mm
Insulation:	EPR insulated PVC sheathed
No. of circuits per mast:	One
WINCH / POWER TOOL	
Type / SWL of winch:	Double drum, SWL 750 Kg
Method of operation:	Motorized
Motor capacity:	2HP (mini)
No of speeds:	6 Pole, Single speed
Torque limiter	With mechanical tripping facility
STAINLESS STEEL WIRE ROPE	
Grade / construction:	AISI 316, 7/19 construction
Number of ropes:	Two continuous
Diameter (mm):	6 mm (mini)
Braking load capacity:	2350 kg x 2 (mini)

C3.5.3 Lightning Protection

C3.5.3.1 General

The Lightning protection installation shall conform to the following standards:

- SANS 10199
- SANS 10313
- SANS 62305 (parts 1 to 4)
- The Operational Health and Safety Act (OHS Act, act no. 85 of 1993)
- The municipal by-laws and any other special requirements deemed necessary by the local supply authority
- Local fire regulations.

2) Test on Completion

Upon completion of the lightning protection system, the following tests shall be witnessed by an appointed representative of the Employer. The results shall be recorded on suitable test certificates which must be signed by both the Contractor and the Employers representative. A sketch must be included on each test certificate indicating the positions of each earth electrode in relation to some permanent reference point. It must also indicate the positions at which tests were carried out, the type of test and the results of these tests.

3) Earth Resistance Test

The Earth Resistance Test shall involve measuring the resistance to earth of each rod-type electrode, or group of rod-type electrodes, or trench earth which would normally be connected to one down-conductor or earth terminal. This test must be made with the electrodes completely disconnected from any part of the structure or lightning protection system.

4) Electrical Continuity Tests

Electrical continuity between the lower ends of external down-conductors which must all be dis-connected from the earthing system during the test shall not exceed 1 (one) ohm.

Electrical continuity between any metallic structures of services (e.g. rainwater pipes) which form an integral part of the lightning protection system shall not exceed 1 (one) ohm. These tests should be carried out with all other components of the lightning protection system disconnected from the component being tested.

5) Lightning Protection Materials Specifications

a) Air Terminals and Down-conductors

All conductors must be in accordance with the requirements of BSS 1474. All aluminium conductors shall have a cross-section area of not less than 50 mm2. The dimensions of flat section conductors are to be 20 mm x 3 mm. Where conductors are mounted in stand-off guides, the cross-section area of the conductor must be not less than 70 mm2 to give adequate mechanical strength.

b) Earthing Electrodes

Earthing electrodes must consist of either copper-clad steel rods not less than 12 mm in diameter and having a minimum copper thickness of 0,20 mm driven into the ground, or a 50 mm2 (35 mm2 for domestic dwellings) bare copper conductor buried in a trench, or a combination thereof. Where copper clad steel electrodes are used, they must have a suitable bond between the steel core and copper exterior to prevent moisture ingress between the two metals. Where it is necessary to extend earth rods, an electrolytically compatible corrosion resistant, coupling device, which prevents ingress or moisture into the joint, shall be used. The copper conductor below the down-conductor joint shall be covered by a semi-rigid P.V.C. conduit for a distance of approximately 200 mm above ground and 400 mm below ground.

c) Joints Below Ground

A joint in the stranded copper conductor which forms part of the earthing system must be made by using a crimped copper ferrule clamping (not lugs) using two copper line taps of suitable dimensions, or exothermic welding. The copper earth conductor must be joined to an earth rod by either clamping, using a standard earth rod clamp or copper line tap or by exothermic welding. Joints which are made between dissimilar metals must be thoroughly cleaned before assembly. They shall be rendered watertight using waterproof adhesive tape on a suitable compound for a minimum distance of 200 mm in all directions from the joint.

d) Bonds

Where it is necessary to bond the aluminium conductor to any other metallic surface, this must be done by bolting or riveting. When attaching aluminium to a dissimilar metal the joints are to be thoroughly cleaned and sealed to prevent corrosion.

C3.5.3.1 Lightning Protection Installation Procedure

Rod-type electrodes must be driven into the ground at a position directly below each down connector. The maximum earthing resistance of each electrode or number of electrodes bonded to any one down conductor

shall not exceed N X 30 ohms, where N equals the total number of down conductors which are bonded to a common air terminal system or 200 ohms whichever is the lower value.

C3.6 Commissioning and Handover Requirements

C3.6.1 Take Over Procedures

The project engineer cannot certify completion until all the work has been completed and is also free of defect which would have, in his opinion, prevented the employer from using the works and others from doing their work.

The engineer will inspect all equipment before take-over.

Core clause 43.4; The engineer will arrange for the employer to allow the contractor access to and use of a part of the works which has been taken over if needed to correct a defect. After the works have been put into operation, the employer may require the contractor to undertake certain procedures before such access can be granted.

C3.6.2 Training Workshops and Technology Transfer

The contractor shall provide a training programme with detailed information on items that will be covered and length of the training programme, for the engineer's approval. The training shall prepare the OR Tambo International Airport's maintenance to adequately maintain the high masts and operate the mobile winch. The training shall include hard- and soft copies of the training material to be handed over to the employer.

C3.6.2.1 Staff Training

The contractor shall be responsible for the training of the Employer's site staff after the commissioning has been completed. The site staff shall receive enough instruction to ensure that they are fully conversant with the equipment concerned. The operating manuals shall be used during training. Upon completion of the training exercise, the contractor is to obtain the employer's representative's written acceptance of this handover tuition, thus acknowledging his complete understanding of the operational procedures for this installation.

Site staff shall be instructed on:

- The general operating method of the installation
- Safety measures
- Name, address and telephone number of a competent person responsible for the maintenance of the electrical installation.

C3.6.3 Testing and Availability

All live testing for the purposes of handover shall be based on the Acceptance Test Criteria described below.

C3.6.3. 1 Acceptance Test Criteria

Acceptance test procedures are to be prepared by the contractor and must be approved by the engineer before any acceptance tests are conducted.

C3.6.3. 2 Availability

Availability of the system shall be **99.5 %.**

C3.6.3. 3 System up-time

Downtime caused by external power failures, incorrect usage of the equipment, routine work, etc. shall not be part of the equation to calculate system up time. However, downtime caused by system failure and unresponsiveness will form part of the equation.

C3.6.3. 4 Confidence Trials

These trials shall last for a minimum period of five calendar days starting on the day that the system is in full operational use. A day is defined as 24 hours. Confidence trials shall be completed once the following accumulative system up time has been measured by the contractor over a period of five consecutive days and is proven to the engineer:

- High mast lights and associated systems: 99.5% collectively.

C3.6.4 Software Application for Programming
Microsoft Project shall be used by the contractor for the compilation of all programmes.

C3.6.5 Drawings and Documentation

C3.6.5.1 Drawings
Drawings shall be produced according to SABS or equivalent standards. All drawings to be supplied by the equipment contractor must be listed in the master document index (MDI). All drawings shall be made available on CD and hard copy. As a minimum, the MDI must indicate the following drawings for approval:

- Wiring diagrams
- Installation drawings
- As-built drawings
- Documentation drawings for maintenance manuals.

Drawings shall be prepared specifically for this contract using CAD software and shall not be marked-up drawings.

C3.6.5.2 Documentation
Upon completion of the project, the contractor shall hand over the following documentation:

- Set of installation drawings (for approval)
    - Layout drawings
    - Electrical single line diagrams
- Equipment documentation
    - Datasheets
    - User manuals
    - Factory test reports
    - Warranty/guarantee certificates.
- Manuals (for approval)
    - Operator Manual
    - Maintenance Manual, including
        - Spares lists
        - Scheduled and unscheduled maintenance tasks
        - Maintenance procedures and instructions
        - Layout diagrams
        - Wiring, electrical and control diagrams.
- Training documentation, including training aids and course notes
- Certificate of Compliance for electrical installation work
- Acceptance test procedure and acceptance test result sheets (for approval)
    - Acceptance test snag sheet
    - Final certificate of completion (for approval).

C3.6.5.3 Operating and Maintenance Manuals

These manuals shall provide sufficient information for the operation of the system and shall include the following as a minimum:

- Description of all parts and operations
- Description of all software and control functions
- Emergency and/or alternate procedures in the case of power failures, etc.
- Fault finding.

Maintenance manuals shall have all the information to ensure that the system will be properly maintained. It shall be comprehensive to the extent that a technician can service the system. Fault diagnostics shall also be included so that faults can be traced, and components are exchanged with a minimum of difficulty. Sections covering the following aspects shall be included as a minimum:

- Trouble shooting and fault finding
- A list of all components and non-standard tools required
- A recommended list of spare components that must be kept in stock as well as minimum spare stock levels.

Drawings shall be specific to this Contract and not marked-up standards. Two bound A3 sets as well as a copy on CD, of the complete installation, that shows the as built installation must be completed and handed over. This may form part of the Maintenance Manuals.

C3.6.6 SPARE PARTS

The Employer will determine the final list of spare parts to be supplied for each site in consultation with the Contractor and Engineer. These spare parts will be held at each of the sites and used during the defect liability period.

In addition, the Contractor shall stock spare parts for the duration of the defect liability period, to ensure a 48-hour turnaround time to replenish any client spare parts used during the defect liability period. A detailed list of spare parts as well as prices must accompany the Tender submission proprietary equipment and components to be flagged accordingly. This parts list must be upgraded to form part of the final documentation and must then include a full inventory of replacement parts, parts descriptions, identification, quantities, name of suppliers and part numbers. Please note that spare parts required for commissioning and testing purposes shall not be a measurable item.

<u>Access to site</u>

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirement as specified by law. Also, will be auditable from time to time.
- Personal Protective Equipment should be issued before the commencement of work.

Location of the works
The Works are located at O. R. Tambo International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that O. R. Tambo International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures
Requirements
The Contractor will respect OEM warrantees to the Employer 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 the Employer. Whenever this is required, the Contractor shall come to a suitable arrangement with the Employer regarding sourcing and screening of such individuals.

Subcontracting
No part of this Contract may be subcontracted unless with written approval from the Employer. the Employer 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.

MANAGEMENT

Management of the works
Particular / generic specifications
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 work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with OEM requirements.

Planning and programming
All work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

As a **minimum** requirement, the Contractor shall roster **scheduled** on site activities.

Contractors teams will attend to scheduled Gantt Chart. The Contractor must ensure that no scheduled work is carried over to the following week.

All works shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures
The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer's business. Therefore, within reason and with prior arrangement with the Contractor, the Employer might require the following from time to time:

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to aprons and buildings nearby the Highmast
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

- Safe / legal disposal of used and irreparable spares

The Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control
All work must be executed in accordance with prevailing industry norms and standards relating to quality. 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 work is indeed performed as and when required.

Environment
The Contractor will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:
- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

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

Key personnel
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.

Management meetings
The Contractor will be expected to attend meetings relating to high mast upgrade project, 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.

Electronic payments
The Contractor should arrange with the Employer's finance department for making all payments electronically.

Daily records
The Contractor shall keep accurate daily records of staff attendance, project work, safety inspections and exception reports. Records shall be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

Monthly reports
When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. system availability (averaged per week)

2. Work (including % of scheduled work completed)
3. daily checks performed
4. Plan for the next month
5. the latest spares inventory
6. Assets register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding issues

The Contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

The Contractor shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The Contractor must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against the Employer if a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	**Required by/for**	**Department**
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

Proof of compliance with the law
The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

Health and safety
Health and safety requirements and procedures
The Service Manager shall be entitled to fine the Contractor low service damages 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 steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

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.

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.

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.

Enterprise and Supplier Development Initiatives

It is a requirement of this project that the successful tenderer enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of Thirty percent (30%) of the tendered contract value.

Tenderers must state transformation deliverables that are both achievable and measurable as the successful tenderer will be required to issue comprehensive monthly reports in response to this tender requirement. The monthly report will be assessed by ACSA"s Internal Transformation Committee, which is accountable for implementation of ACSA"s Transformation initiatives.

C3.2.1 Definition of a Targeted Enterprise

A registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:

a) does not share equity holding with the tenderer; and
b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
c) is registered with the South African Revenue Service; and
d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level One "Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) or?
e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level One? Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No.36928 on 11 October 2013).
f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

C3.2.2 Participation of Targeted Enterprise(s)

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Standards and Guidelines for Energy Efficiency	Annex A	Applicable
Drawings	Annex B	Applicable
Site information	Annex C	Applicable
Low Service damage	Annex D	Applicable

ANNEX A

Standards and Guidelines for Energy Efficiency

ANNEX B

Drawings

The project drawings form part of the project specification and shall be read in conjunction with project specifications.

It is contractor's responsibility to always liaise with the site engineer for the latest list of drawings.

The following drawings are relevant to this contract and are attached to this document in Appendix C.

ANNEX C

O·R·TAMBO
INTERNATIONAL AIRPORT
AIRPORTS COMPANY SOUTH AFRICA

Site Information

Description
The *services* are situated on the airside of O. R. Tambo International Airport, the services taking place on the aprons within the boundary limits of the O. R. Tambo International Airport.

General Site Conditions

Temperature (Min - Max)	6ºC to 40ºC
Relative Humidity	15% to 60%
Wind	28m/s
Height above Sea Level	1,680 m
Slope (Existing/Modified)	Level
Seismic	N/A

ANNEX D

Service Level Agreement

1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 00:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of high mast upgrade routine shall be arranged with the Airport Management Centre three months in advance to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations

2. Guarantees

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

Defect free liability period – project work	The defect free period will be no less than 12 months.

There are no current (the time of this bid) warrantees and guarantees on the infrastructure to be maintained by the contractor.

3. Assessments and Reviews

- Monthly assessment/review shall be done according to this NEC contract.
- Safety issues and file reviewed quarterly or as per Safety department frequency.
- Contract shall be Audited and Assessed the from time to time.
- The contractor will be assessed and scored quarterly also through the ACSA supplier development system or any other ACSA system.

4. Low service damages

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages.

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor**.

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to(e.g. any authorised ACSA employees and any internal and external audits).

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

Low service damages tables

Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

Item No.	Achieved Overall System Availability per Month	Payment presentence
1	99.5%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%	10% reduction of monthly project & inspection costs minus any other low service damages included in this contract.
3	96.99% - 95.00%	15% reduction of monthly project & inspection costs minus any other low service damages included in this contract.
4	94.99% - 93.00%	20% reduction of monthly project & inspection costs minus any other low service damages included in this contract.
5	92.99% - 91.00%	25% reduction of monthly project & inspection costs minus any other low service damages included in this contract.

Any availability less than 91% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.

Not meeting system MTTR of 0.517 Hrs (i.e. MTTR >0.517 Hrs).	R10 000/month
Not meet system MTBF 48 Hrs (i.e. MTBF > 48Hrs)	R10 000/month
Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned work completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). Note work is complete after the PMs have been correctly completed returned to the contract manager and the ACSA IMC to be closed out.	R4 000/month
Not turning PO into completed works / completion certificate on agreed times lines as stated in Risk register	R4 000.00 / per PO / month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination

Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- Delaying to source the required goods,
- Works or services will result in Loss of life or injury,
- Reputational harm,
- Financial losses,
- Legal consequences,
- Interruption of essential or
- Business services and
- Any other relevant consideration

Below are the some of the emergencies identified but not limited to the below list

Item Description	Response Time	
In a case where the high mast is lowered, Stuck, safety emergency devices activated.	30 minutes during normal	R1 000.00/event

Discretionary annual contractor's performance review/assessment will be performed to consider the renewal of contract. Should the contractor's performance deemed below satisfactory the contract will not be renewed upon contract anniversary, therefore the contract will be terminated.

5. Incentives and Continuous improvement

Item No.	Achieved Availability per Month	Payment presentence
1	Consistent Overall system availability of 99.5% - 100.00% over six consecutive months.	Only 10% of One Month's upgrading & inspection costs

Continuous Improvement Program and the Computerized 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 amount.

O·R·TAMBO
INTERNATIONAL AIRPORT
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