

BID DOCUMENT

FOR

RELOCATION OF THE FOXTROT SEWAGE FACILITY FOR THE SUPPLY, ENGINEERING DESIGN, INSTALLATION AND COMMISSIONING OF THE FOXTROT SEWAGE FACILITY AT O.R. TAMBO INTERNATIONAL AIRPORT

Bid Reference No: ORTIA7275/2023/RFP

NOVEMBER 2023

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”.

NAME OF BIDDER:

Tel +27 11 723 1400 Fax +27 11 453 9354

Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632

P O Box 75480, Gardenview, Gauteng, South Africa, 2047

www.airports.co.za

BIDDER'S DETAILS

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

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T1.1 Tender Notice and Invitation to Tender

Airports Company South Africa SOC Limited **invites tenders for** the Supply, Engineering Design, Installation and Commissioning of The Foxtrot Sewage Facility At O.R. Tambo International Airport.

Only tenderers who have a CIDB contractor grading of 7CE or higher as stated on the Tender Data may submit tender offers.

In the case of Consortia or Joint Venture, a combined contractor grading of 7CE or higher will be accepted.

Preference shall be given to tenderers who satisfy the prescribed objective criteria (refer to Tender data)

Mandatory Administration Criteria

All bidding companies are to comply with the following minimum requirements:

1. Attendance of compulsory briefing session. Form A.1 must be completed in full and signed by ACSA representative at the briefing session.
2. Completed in full and signed Form of offer – C1.1
3. Active CIDB contractor grading of 7CE or higher will be accepted.
4. Completed in full Bidders Disclosure Form SBD 4.

Tender Document Availability

Tender documents are available from **Friday 03 November 2023** for free download from National Treasury's eTender Publication Portal <http://www.etenders.gov.za> and ACSA Tender Bulletin website - Kindly print and complete.

Queries relating to the issue of these documents may ONLY be addressed in writing to **Ms Portia Motsieloa**, E-mail address: Portia.Motsieloa@airports.co.za

Closing date for enquiries is **Friday 19 January 2024** at **17h00**

Compulsory Briefing Session

A compulsory briefing session will be held at the **ACSA Corporate Office, Western Precinct, Aviation Park, O.R. Tambo International Airports, 1 Jones Road, Kempton Park, Western Precinct Corporate Cargo Boardroom** on **Monday 13 November 2023** from **10h00 to 11h00**

Non-compulsory site visit

A non-compulsory site visit will be held as follows:

Viewing Venue: Arrangement must be made before visiting the airports to view.

Viewing Date: **Tuesday 21 November 2023**

Viewing Times: **10am, 12pm and 14h00**

Bidders who wish to attend the site visit must inform ACSA in order to make the necessary arrangements i.e. permits for access because some of the sewer sumps are situated on the Airside. Bidders must inform ACSA by this date **Wednesday 15 November 2023**

1 Day permit applications require the following:

1. A copy of the applicant's identity document. Driver's licences are not permitted.
2. An amount of R553,00 must be paid at the permit office by the bidder. Cash only.

Contact Person: Your request for viewing accompanied by Name & ID number must be -mailed to the following address:

Contant	E-mail Address	Phone Number
Portia Motsieloa	Portia.Motsieloa@airports.co.za	062 614 7398

Closing Date

The closing date and time for receipt of tenders is **Friday 26 January 2024** at **10h00** (South African Time). Tenders must be placed inside the tender box at:

Tender Box: B

The **Tender Box B** is located at:

3rd Floor

North Wing

ACSA Offices

OR Tambo International Airport.

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

No late tenders will be accepted after closing date and time.

Bidders to ensure that their names and contacts details are reflected on the cover page 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.

The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the **Standard for Developing Skills through Infrastructure Contracts** (published in GN 48491 or 31 March 2023).

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	<p>The Tender Documents issued by the Employer comprise:</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T1.3 CIDB Standard conditions of tender</p> <p>Part T2: Returnable Document</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedule</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Form of guarantee</p> <p>C1.4 Insurance schedule</p> <p>Part C2: Pricing Schedule</p> <p>C2.1 Pricing instructions</p> <p>C2.2 Activity Schedule</p> <p>Part C3: Scope of work</p> <p>C3 Scope of Work</p> <p>Part C4: Site Information</p> <p>C3 Site Information</p> <p>Part C5: Annexures</p> <p>Annex A: Field Investigation Report</p> <p>Annex B: Preliminary Design Report</p> <p>Annex C: Occupational Health and Safety Specifications</p> <p>Annex D: ACSA Construction Environment Management Plan – EMS 050</p> <p>Annex E: POPIA</p> <p>Annex F: DRAWINGS</p>
C.1.4	<p>The Employer's Agent is: Portia Motsieloa (SCM Representative)</p> <p>Email address: Portia.Motsieloa@airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p>C1.5 Cancellation and Re-Invitation of Tenders</p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</p>

	<p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p> <p>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</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p>Procurement procedures</p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p>C.1.6.2 Competitive negotiation procedure</p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
C.2	TENDERER'S OBLIGATIONS
C.2.1	<p>Eligibility</p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>

C.2.2	<p>Cost of tendering</p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>
C.2.3	<p>Check documents</p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p>Confidentiality and copyright of documents</p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p>Acknowledge addenda</p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p>Clarification meeting</p> <p>The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p>Seek clarification</p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least ten (10) working days before the closing time stated in the tender data. No Clarification may be entertained within ten days from closing date.</p>
C.2.9	<p>Insurance</p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p>Alterations to documents</p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p>Alternative bids will not be considered.</p>
C.2.13	<p>Submitting a tender offer</p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p>

	<p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p>Information and data to be completed in all respects</p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p>Closing time</p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Tender Box B 3rd Floor ACSA North Wing Offices</p> <p>Physical Address: O.R. Tambo International Airport, Kempton Park</p> <p>Identification details: Bid Ref. No: ORT 7275/2023/RFP Title: Relocation of the Foxtrot Sewage Facility</p> <p>Closing Date: Friday 26 January 2024 at 10h00</p>
C.2.16	<p>Tender offer validity</p> <p>C.2.16.1 Hold the tender offer(s) valid for twelve (12) weeks for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p>Clarification of tender offer after submission</p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No</p>

	change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	<p>Submit securities, bonds and policies</p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
C.3	EMPLOYER'S UNDERTAKINGS
C.3.1	<p>Respond to requests from the tenderer</p> <p>The Employer will respond to requests for clarification received up to ten (10) working days before the tender closing time.</p>
C.3.2	<p>Issue Addenda</p> <p>Addenda will be issued until ten (10) working days before the tender closing time.</p>
C.3.3	<p>Return late tender offers</p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	There will be public opening of tenders on the 26 January 2024 at 10h00 . The tender opening meeting will be held on the 3rd Floor ACSA Offices North Wing, Kudu Boardroom at OR Tambo International Airport. Tender opening register will be made available to all bidders who submitted a bid.
C3.5	<p>Grounds for rejection and disqualification</p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p> <p>ACSA may reject and disqualify a bid if the bidder altered any part of this document from its original form. In addition, ACSA may cancel the contract if after the award, it is discovered that any part of this bid document was altered in any way.</p>
C.3.8	<p>Test for Responsiveness</p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ul style="list-style-type: none"> a) complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered) b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents (check certificates if attached, eg Qualifications, etc allow bidder reasonable time to submit.) <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ul style="list-style-type: none"> a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

	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	<p>Arithmetical errors, omissions and discrepancies.</p> <p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <p>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:</p> <p>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.</p> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:</p> <p>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.</p> <p>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.</p>												
C.3.10	<p>Clarification of a tender offer</p> <p>Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>												
C.3.11	<p>A staged approach will be used to evaluate tenders</p> <table><tr><th>Stage 1</th><th>Stage 2</th><th>Stage 3</th><th>Stage 4</th><th>Stage 5</th><th>Stage 6</th></tr><tr><td>Test for Responsive ness As per Clause C3.8</td><td>Mandatory Requirements</td><td>Evaluate on functionality or the technical aspect of the bid</td><td>Evaluate price and Preference</td><td>Post tender negotiations (if applicable)</td><td>Security Vetting (Will be conducted if deemed necessary)</td></tr></table> <p>Stage 1 Test for responsiveness as outlined by the clause C3.8 above.</p> <p>Stage 2 Mandatory Administration Criteria</p>	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6	Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations (if applicable)	Security Vetting (Will be conducted if deemed necessary)
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 6								
Test for Responsive ness As per Clause C3.8	Mandatory Requirements	Evaluate on functionality or the technical aspect of the bid	Evaluate price and Preference	Post tender negotiations (if applicable)	Security Vetting (Will be conducted if deemed necessary)								

1. Completed in full and signed Form of offer C1.1.
2. Attendance of compulsory briefing session.
3. Active CIDB contractor grading of 7CE or higher will be accepted.
4. Completed in full Bidders Disclosure Form SBD 4.

Stage 3 Functionality Evaluation Criteria

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

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

Functionality 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 specified quality, reliability and functionality.

Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below. Total Quality points allocated shall be 100. Tenderer must score minimum score per each sub-criterion and an overall minimum threshold of **60 points** out of 100 is required to be achieved for the tender to be eligible for further evaluation on Price and Preference (80/20 split).

#	Functionality Element	Min	Max
1.	<p>TENDERER'S EXPERIENCE</p> <p>Bulk (water and /or sewer and/ or stormwater) infrastructure Experience</p> <p>Returnable document Form A6</p> <p>1.1 Proof that Tenderer has completed bulk (water and /or sewer and/ or stormwater) infrastructure project/s with a construction value from R5 million and above (inclusive of VAT) each. (maximum 4 references letters / minimum 2 reference letters) [5 points per reference]</p> <p>Note: Reference letters are compulsory for scoring purposes and should include all information stated in Form A6.</p> <p>NB: Valid client reference letters and Bidder's experience schedule. A valid reference letter should have client letterhead, scope of services rendered, value of contract, name of contact person and contact details of contact person (phone number and email address). Reference letters missing above key information may be rendered invalid and may not be considered.</p> <p>Note: The team will verify the reference by means of contacting the number and followed up by an email.</p> <p>Note: Reference letters are required NOT a Completion Certificate</p>	10	20



	<p>2. KEY PERSONNEL EXPERIENCE - <u>All key persons must be professionally registered with the relevant Councils recognised by the Council for the Built Environment - CBE</u> - ACSA will verify all registrations.</p> <p><i>NB: Bidders will receive 0 points for projects below R5 million and for non-relevant projects</i></p> <p><i>All foreign qualifications must be submitted with SAQA Accreditation.</i></p> <p>2.1. Lead Design Consultant/ Civil Engineer</p> <p>2.1.1. List of Completed Relevant work projects as a professional Engineer/ professional technologist. All projects submitted for evaluation must have commenced post registration.</p> <p>Proof that Civil Engineer has professional services experience as a Civil Engineer for project construction value between R5 million to R9 million (inclusive of VAT) in bulk (water and /or sewer and/ or stormwater) infrastructure. (Minimum 2 projects & Maximum 4 projects) [4 points per project]</p> <p>2.1.2. Civil Engineer's qualifications and Registration. For this sub-criterion the bidder must attach in Form A8 to this submission the Civil Engineer's proof of Educational Qualification including and Professional Registration with the Engineering Council of South Africa.</p> <p>The Civil Engineer has a bachelor's degree (BSc/BEng/BTech) in Civil Engineering and professional registration with Engineering Council of South Africa as Professional Engineer (Pr Eng) or Technologist (Pr Tech). [10 Points]</p> <p>No proof that the Civil Engineer has bachelor's degree (BSc/BEng/BTech) in Civil Engineering and/or professional registration with Engineering Council of South Africa as Professional Engineer or Technologist. [0 Points]</p> <p>2.2 Mechanical Engineer</p> <p>2.2.1. List of Completed Relevant work projects as a professional Engineer/ professional technologist. All projects submitted for evaluation must have commenced post registration.</p> <p>Proof that Mechanical Engineer has professional services experience as a Mechanical Engineer for project construction value between R5 million to R9 million (inclusive of VAT) in bulk (water and /or sewer and/ or stormwater) infrastructure. (Minimum 2 project & Maximum 4 projects) [4 points per project]</p> <p>2.2.2. Mechanical Engineer's qualification and Registration. For this sub-criterion the bidder must attach in Form A8 to this submission the Mechanical Engineer's proof of Educational Qualification including and Professional Registration with the Engineering Council of South Africa.</p> <p>The Mechanical Engineer has a bachelor's degree (BSc/BEng/BTech) in Mechanical Engineering and professional registration with Engineering</p>	<p>8</p> <p>10</p> <p>8</p> <p>10</p>	<p>16</p> <p>10</p> <p>16</p> <p>10</p>
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	<p>Council of South Africa as Professional Engineer (Pr Eng) or Technologist (Pr Tech). [10 Points]</p> <p>No proof that the Civil Engineer has bachelor's degree (BSc/BEng/BTech) in Mechanical Engineering and/or professional registration with Engineering Council of South Africa as Professional Engineer or Technologist. [0 Points]</p> <p>2.3 Construction Manager</p> <p><i>2.3.1. List of Completed Relevant work projects as a Construction manager construction manager.</i></p> <p>Proof that Construction Manager has professional services experience as a Construction Manager for project construction value between R5 million to R9 million (inclusive of VAT) in bulk (water and /or sewer and/ or stormwater) infrastructure. (Minimum 2 project & Maximum 4 projects) [4 points per project]</p> <p><i>2.3.2. Construction Manager's qualification and Registration. For this sub-criterion the bidder must attach in Form A8 to this submission the Construction Manager's proof of Educational Qualification including and Professional Registration with the SACPCMP as Professional Construction Manager or Engineering Council of South Africa as a Profession Technologist/ Technician.</i></p> <p>The Construction Manager has a bachelor's degree (BSc/BEng/BTech) in a Built Environment field of study and Registration with the SACPCMP as Professional Construction Manager or Engineering Council of South Africa as Professional Engineer (Pr Eng) or Technologist (Pr Tech). Technician. [10 Points]</p> <p>The Construction Manager has a Diploma in a Built Environment field of study and Registration with the SACPCMP as Professional Construction Manager (PrCM) or Engineering Council of South Africa as Professional Engineer (Pr Eng) or Technologist (Pr Tech). Technician. [6 Points]</p> <p>No proof that the Construction Manager has a bachelor's degree (BSc/BEng/BTech) or Diploma in a Built Environment field of study and Registration with the SACPCMP as Professional Construction Manager or Engineering Council of South Africa as Professional Engineer (Pr Eng) or Technologist (Pr Tech) Technician. [0 Points]</p> <p>Returnable document Form A7 and A8</p>	<p>8</p> <p>6</p>	<p>16</p> <p>12</p>
	Total =	60	100
	<p>Stage 5 Price and Preference</p> <p>This is the final stage of the evaluation process and will be based on the PPPFA preference point system. Bidders will be ranked by applying the preferential point scoring 90/10 for bids with the rand value above R50 million. A maximum of 90 points is allocated for price based on the following formulae (delete formula not applicable):</p>		

90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

Evaluation of Preference

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

Item	Category	Specific Goals	Minimum Target	Score
				20
1.		51% owned by Black male and Black women and Black youth and People living with disabilities	30%	20
		51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must be achieved)		15
		51% owned by Black male or Black women or Black youth or People living with disabilities		10
		Less than 51% owned by Black male, Black women, Black youth, People living with disabilities		5
		Other		0

Objective Criteria

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

The prescribed objective criteria for this bid is as follows:

ACSA requires a minimum of 30% sub-contracting for this bid to local black owned EMEs and/or QSEs as an objective criterion for local economic empowerment.

	<p>Kindly note that the following subcontracting documents are required:</p> <ul style="list-style-type: none"> • Sub-contracting agreement between the main bidder and sub-contractor is required, • BBBEEE of the sub-contractor, • CSD report, • share certificate and CIPC documents. <p>N.B: Bidders that do not meet the Objective Criteria requirements will be disqualified and not proceed to the next stage of the process.</p>
C.3.12	<p>Insurance provided by the employer Refer to Contract Data</p>
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ol style="list-style-type: none"> is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; has the legal capacity to enter into the contract; 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; complies with the legal requirements, if any, stated in the tender data; and 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;
 - a) funds are no longer available to cover the total envisaged expenditure; or
 - b) no acceptable tenders are received.
 - c) there is a material irregularity in the tender process.

C.1.1.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.1.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.2 Procurement procedures

C.1.2.1 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.1.2.2 Competitive negotiation procedure

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

C.1.6.2.1 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.1.2.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

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.2.1 Pricing the tender offer

C.2.1.1 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.2.1.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.1.3 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.2.1.4 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.2.2 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.2.3 Alternative tender offers

C.2.3.1 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.2.3.2 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.2.3.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.4 Submitting a tender offer

C.2.4.1 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.2.4.2 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.2.4.3 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.

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.

C.2.9.1 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.2.9.2 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.2.9.3 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.2.9.4 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.2.9.5 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.2.9.6 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.10 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.2.11 Closing time

C.2.11.1 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.2.11.2 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.2.12 Tender offer validity

C.2.12.1 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.2.12.2 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.2.12.3 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.2.12.4 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.2.13 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.2.14 Provide other material

C.2.14.1 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.2.14.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.15 Inspections, tests and analysis

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

C.2.16 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.2.17 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.2.18 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.2.19 Certificates

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

C.2 The employer's undertakings

C.2.1 Respond to requests from the tenderer

C.2.1.1 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.2.1.2 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.2.2 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.2.3 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.2.4 Opening of tender submissions

C.2.4.1 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.2.4.2 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.2.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.2.5 Two-envelope system

C.2.19.1 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.2.19.2 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.2.20 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.2.21 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.2.22 Test for responsiveness

C.2.22.1 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.2.22.2 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.2.23 Arithmetical errors, omissions and discrepancies

C.2.23.1 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.2.23.2 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.2.23.3 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.2.23.4 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.2.24 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.2.25 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.2.25.1 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.2.26 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.2.27 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.2.28 Prepare contract documents

C.2.28.1 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.2.28.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.2.29 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.2.30 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.2.31 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.2.32 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.

T2.1 List of Returnable Documents

Part 1 Returnable Schedule required for tender evaluation purposes

RETURNABLE DOCUMENTS	SUBMITTED [Yes or No]
Form A1: Certificate of Attendance of Compulsory Briefing	
Form A2: Record of Addenda to Tender Documents	
Form A3: Proposed Amendments and Qualifications	
Form A4: Certificate of Authority to Sign Tender	
Form A5: Certificate of Authority of Joint Ventures (where applicable)	
Form A6: Schedule of the Tenderer's Experience and Reference letters from the Clients	
Form A7: CVs of Key Personnel	
Form A8: Qualifications & Registration of Key Personnel	
Form A9: Certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
Form A10: Letter of Good Standing with the Workers Compensation Commissioner	
Form A11: Terms and Conditions of RFP	
Form A12: Bidders must accept the ACSA Terms and Conditions	
Form A13: Confidentiality and Non-Disclosure Agreement	
Form A14: SBD 4 Form Bidder's Disclosure	
Form A15: SBD 6.1 Form Preference Points Claim	
Form A16: SBD 6.2 Form Declaration for Local Content and Production for PPPFA	
Form A17: Declaration of Interest and Politically Exposed Persons	
Form A18: Declaration of Forbidden Practices	
C1.1 Form of Offer and Acceptance	
C2.2 Activity Schedule	

Part 2 Other documents required for tender evaluation purposes

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

OTHER RETURNABLE DOCUMENTS AND INFORMATION	SUBMITTED [Yes or No]
Form B1: Proposed Subcontractor	
Form B2: Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)	
Form B3: Certificate of Incorporation of the bidding entity showing ownership Split, names and identity numbers of Directors / Trustees / Members /Shareholders and Senior management	
Form B4: Central Supplier Database Report (CSD)	

T2.2 Returnable Schedule

FORM A1: Certificate of Attendance of Compulsory Briefing Session

This is to certify that

I,

Representative of tenderer)

.....

.....

of (address)

.....

.....

e-mail:

telephone number:

fax number:

visited and examined the site on date:

Tenderer's Representative Position:

Signature: Date:

ACSA's Representative:

Name: Position:

Signature: Date:

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.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

FORM A3: Proposed Amendments and Qualifications

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer's attention is drawn to Terms and conditions of RFP Section 10 regarding the Employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

FORM A4: Certificate of Authority to Sign Tender

Insert certified copy of an extract from the minutes of a meeting of the Board of Directors or Members authorizing the person who signs the Submission to sign it on behalf of the Company, Corporation or Firm.

Signed Date

Name Position

Tenderer

FORM A5: 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:
		Signature: Name:
		Signature: Name:

Signed Date

Name Position

Tenderer

FORM A6: Schedule of the Tenderer's Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last 10 years. Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully **completed**. As a minimum the bidder is to have successfully completed at least two each project with contract value R5 million to R9 million or more to achieve a satisfactory score.

No	Client Organisation Name	Contact Name	Contact Telephone number	Description of project in the relevant Category of service and location	Project Construction Value inclusive of VAT	Project duration (start date and completion date)
1						
2						
3						
4						
5						

Note: Company experience not accompanied with Client reference letter will not be considered.

The reference letter must contain the following;

- Company name / client,
- Should be in a letterhead from the company / client,
- Type of Services Provided
- Value of Contract,
- Duration of Contract,
- Contact number

Signed Date

Name Position

Tenderer

FORM A6: Reference letter from the Clients

Attach here

FORM A7: CVs of Key Personnel

The experience of the Key Personnel in relation to the scope of work will be evaluated from three different points of view:

- 1) The education, training and skills of the key personnel in the specific field
- 2) General experience, total duration of professional activity and positions held relevant to the scope of work.

The CVs of the Key Personnel should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and **professional registrations**)
- c) Work experience

Name of previous and current employer(s), duration and positions held in enterprise(s)

Outline of completed projects / experience i.e. project list with name of project, type of project and project value.

Note: Tenderer's must take cognisance of the evaluation criteria.

The undersigned, who warrants that he / she is duly authorised 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	

Attach CVs of Key Personnel



FORM A8: Qualifications and Registration of Key Personnel

Attach here

FORM A9: CIDB Registration Certificate

Attach certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) here.

Signed Date

Name Position

Tenderer



FORM A10: Letter of Good Standing with the Workers Compensation Commissioner

Attach letter of good standing with Workmen's Compensation in accordance with the *Compensation for Occupational Injuries and Diseases Act, 1993* – COIDA.

Signed Date

Name Position

Tenderer

FORM A11: Terms and Conditions of RFP

8.1 Conditions of the request for proposal

- 8.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 8.1.2 Any bids received after the tender closing date and time **Friday 26 January 2023 at 10:00pm** shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 8.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 8.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA's terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 8.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 8.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
 - a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
 - b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
- 8.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.
- 8.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.

- 8.1.9 ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 8.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 8.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 8.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.
- 8.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

8.2 Binding Arbitration Provision

- 8.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
 - Concerning any aspect of the RFP process to anything done or decided there under: or
 - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 8.2.2 Such arbitration shall be by a single arbitrator who shall be –
- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
 - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 8.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.

- 8.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 8.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 8.2.6 The arbitration shall be held in Johannesburg in the English language.
- 8.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 8.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

8.3 RFP Acceptance

- 8.3.1 ACSA reserves the right to reject: -
 - a. Incomplete bids;
 - b. Late bids;
 - c. Conditional bids; and
- 8.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 8.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 8.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 8.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 8.3.6 ACSA reserves the right to not award more than one contract to a Bidder.

8.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority

FORM A12: ACSA Terms and Conditions of RFP and Bidders Particulars

TO: Airports Company South Africa Limited.

Bid No: ORTIA 7275/2023/RFP.

1. Bidder's Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the design and build of the Foxtrot Sewage Facility project at O.R. Tambo International Airport in accordance with Airports Company South Africa's requirements.

- We acknowledge that Airports Company South Africa's terms and conditions (as amended and mutually agreed between the parties if necessary) shall apply to the agreement with the successful Bidder,
- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Tender Board's decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.

- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after eighty-four (84) calendar days calculated from the closing date for Proposal submission.

Thus done and signed at		on this the		day of		2023
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Signature:	
Name:	

For and behalf of:

Tendering entity name:	
Capacity:	

FORM A13: Confidentiality and Non-Disclosure Agreement

between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration No. 1993/004149/30)

(“Airports Company”)

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

AND

[NAME OF SERVICE PROVIDER]

(Registration No: _____)

(“_____”)

of

[Service Providers Address]

1. INTERPRETATION

In this agreement -

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

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

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

2. **INTRODUCTION**

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

3 **USE OF CONFIDENTIAL INFORMATION**

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

4 **NON-DISCLOSURE**

- 4.1 THE RECEIVING PARTY undertakes that –

- 4.1.1 it will treat the disclosing party's confidential information as private and confidential and safeguard it accordingly;
- 4.1.2 it will not use (except as permitted in 3 above) or disclose or release or copy or reproduce or publish or circulate or reverse or engineer and/or decompile or otherwise transfer, whether directly or indirectly, the confidential information of the disclosing party to any other person or entity; and the receiving party shall take all such steps as may be reasonably necessary to prevent the disclosing party's confidential information falling into the hands of unauthorised persons or entities;
- 4.1.3 it shall not disclose the confidential information of the disclosing party to any employee, consultant, professional adviser, contractor or sub-contractor or agent of the receiving party (collectively referred to herein as "representative") or an affiliate of the receiving party, nor shall they be given access thereto by the receiving party -
- 4.1.4 unless it is strictly necessary for the purposes referred to in 2.1 above; and
- 4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.
- 4.2 Any documentation or written record or other material containing confidential information (in whatsoever form) which comes into the possession of the receiving party shall itself be deemed to form part of the confidential information of the disclosing party. The receiving party shall, on request, and in any event if the discussions referred to in 2.1 above should not result in an agreement, return to the disclosing party all of its confidential information which is in physical form (including all copies) and shall destroy any other records (including, without limitation, those in machine readable form) as far as they contain the disclosing party's confidential information. The receiving party will, upon written or oral request from the disclosing party and within five (5) business days of the disclosing party's request, provide the disclosing party with written confirmation that all such records have been destroyed.

5. **COPIES**

- 5.1 The receiving party may only make such copies of the disclosing party's confidential information as are strictly necessary for the purpose and the disclosures which are not in breach of this agreement and authorised in terms of this agreement. The receiving party shall clearly mark all such copies as "Confidential".
- 5.2 At the written request of the disclosing party, the receiving party shall supply to the disclosing party a list showing, to the extent practical –
 - 5.2.1 where copies of the confidential Information are held;
 - 5.2.2 copies that have been made by the receiving party (except where they contain insignificant extracts from or references to confidential information) and where they are held; and
 - 5.2.3 the names and addresses of the persons to whom confidential information has been disclosed and, if applicable, a copy of the confidentiality undertaking signed by such persons complying with the provisions of this agreement.

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 **[INTERNAL NOTE: INSERT EMAIL ADDRESS OF THE SCM OFFICIAL]**. 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 **Error! Reference source not found.** above, the receiving party shall comply with the Company’s policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party’s annual turnover in the financial year in which the aforesaid failure occurred.

7. DURATION

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

8. TITLE

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

9. RELATIONSHIP BETWEEN THE PARTIES

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

- 9.1 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 domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
- 11.4.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

- 12.1 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this agreement.
- 12.2 No addition to, variation or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 12.3 Any indulgence which either party may show to the other in terms of or pursuant to the provisions contained in this agreement shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- 12.4 The parties acknowledge that this agreement and the undertakings given by it in terms hereof are fair and reasonable in regard to their nature, extent and period and go no further than is reasonably necessary to protect the interests of the parties.
- 12.5 The parties hereby confirm that they have entered into this agreement with full and clear understanding of the nature, significance and effect thereof and freely and voluntarily and without duress.
- 12.6 Neither party shall have the right to assign or otherwise transfer any of its rights or obligations under this agreement.
- 12.7 This agreement may be executed in several counterparts that together shall constitute one and the same instrument.
- 12.8 In this agreement, clause headings are for convenience and shall not be used in its interpretation.
- 12.9 Each clause of this agreement is severable, the one from the other and if any one or more clauses are found to be invalid or unenforceable, that clause shall not affect the balance of the clauses which shall remain in full force and effect.

SIGNED at _____ on _____ day of _____ 202__

**AIRPORTS COMPANY SOUTH AFRICA SOC
LIMITED**

the signatory warranting that he is duly authorised
thereto.

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

SIGNED at _____ on _____ day of _____ 202_____

[NAME OF SERVICE PROVIDER]

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

Name: _____

Designation: _____

AS WITNESSES

1. _____

2. _____

FORM A14: SBD 4 Form Bidder's Disclosure
BIDDER'S DISCLOSURE
1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

FORM A15: SBD 6.1 Form Preference Points Claim

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

- been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

FORM A16: SBD 6.2 Form Declaration for Local Content and Production for PPPFA

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (Delete if not applicable)

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

the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

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

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

Where

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

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

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

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

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

Description of services, works or goods

Stipulated minimum threshold

xxxxxx

xx%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR

MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

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

.....

NB

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

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

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

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

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

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



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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

FORM A17: Declaration of Interest and Politically Exposed Persons

Making a Declaration *(Note to SCM Official request as a returnable document I.D. document for Directors / Trustees / Members / Shareholders and Senior management of the bidding entity)*

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

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

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

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

All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of
the bidding entity

Identity Number

Position held in the bidding entity

Registration number of the bidding entity

Tax Reference number of the bidding entity

VAT Registration number of the bidding entity

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

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

PEP/DPIP Declaration

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

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

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

Full Name	Identity Number	Personal Income Tax Reference Number

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

Declaration:

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

Signature_____
Date_____
Position_____
Name of bidder

FORM A18: Declaration of Forbidden Practices

I/We hereby declare that we have not/been found guilty of any illegal activities relating to corruption, fraud, B-BBEE fronting, anti-competitive practices and/or blacklisted by an organ of State-Owned Company, etc. and/or any other forbidden practices.

I/We declare the following:

	Description	Penalty	Organ of State / State Owned Company
a)			
b)			

Furthermore, I/We declare that to the best of my/our knowledge there is /are no further practices to be declared or which are in the process of being finalised. The following are alleged practices which have not yet been finalised.

	Description	Organ of State / State Owned Company
a)		
b)		

This declaration was signed on _____ of _____ 2023_____

Name: _____

Designation: _____

Signature: _____

FORM B1: Proposed Subcontractor

We notify you that it is our intention to employ the following Sub-contractor(s) for work in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-consultant in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

Attach the following:

- **BBBEE certificate of proposed subconsultant(s)**
- **SARS Tax Certificate Pin or certified certificate**
- **Share Certificate and Certificate of Incorporation**

	Name and address of proposed Sub-consultant	Nature and extent of work	Previous experience with Sub- consultant

Signed Date

Name Position

Tenderer

**FORM B2: SARS Tax Pin Certificate**

All bid submissions must have a valid original or certified tax Pin as part of the compliance requirements. If a company or close corporation has not yet been formed at the time of submitting a bid, the prospective shareholders or members must each supply a tax pin certificate in their personal capacities.

Signed Date

Name Position

FORM B3: Certificate of Incorporation

Attach the certificate of incorporation of the bidding entity showing ownership split and names and identity numbers of Directors / Trustees /Members / Shareholders and Senior Management.

Please attach: Identity documents of the Directors and

Certificate of Incorporation

Signed Date

Name Position

Tenderer



FORM B4: Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD)

Attach here

Signed Date

Name Position

Tenderer

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: RELOCATION OF THE FOXTROT SEWAGE FACILITY 4044

TITLE OF PROJECT: RELOCATION OF THE FOXTROT SEWAGE FACILITY

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR Tambo International Airport

(Registration Number: 1993/004149/30)

and **[DRAFTING NOTE: INSERT CONSULTANT NAME]**

(Registration Number: _____)

for **the supply, engineering design, installation and commissioning
of the Foxtrot Sewage Facility at O.R. Tambo International
Airport**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Works	[•]
Part C4 Site Information	[•]

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the **the supply, engineering design, installation and commissioning of the Foxtrot Sewage Facility at O.R. Tambo International Airport.**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....

Rands;

(in figures) R.....

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
Bidder:**



Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer'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 tenderer's Offer shall form an agreement between the Employer and the tenderer 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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor**) within five (5) 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.

Signature(s)

Name(s)

Capacity

for the
Employer



Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

Schedule of Deviations

1 Subject

Details

.....

2 Subject

Details

.....

3 Subject

Details

.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

For the Employer

For the Bidder

Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
Name and Address	Airports Company South Africa SOC Limited OR Tambo International Airport Private Bag X1, Kempton Park, 1627	.....
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Date	.....	.....

Part C1: Agreements and Contract Data

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Professional Services Contract which requires it.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	A: Priced contract with Activity Schedule
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X7: Delay damages X13: Performance bond X15: Limitation of the Contractor's liability for his design to reasonable skill and care X16: Retention X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, O.R. Tambo International Airport

	Address	Airports Company South Africa SOC Limited
		O.R. Tambo International Airport Private Bag X1, Kempton Park 1627
	Telephone	+27 11 921 6911
	Fax	+27 11 390 1012
10.1	The <i>Project Manager</i> is	Vuyisile Sisilana
	Address	O.R. Tambo International Airport 4th Floor ACSA Offices North Wing Building
	Telephone	+27 11 921 6514
	E-mail address	Vuyisile.Sisilana@airports.co.za
10.1	The <i>Supervisor</i> is	TBC
	Address	TBC
	Telephone	TBC
	E-mail address	TBC
11.2(13)	The <i>works</i> are	Part C3: Description of the Works section of this contract
11.2(14)	the following matters will be included in the Risk Register	All early warning matters notified by the <i>Project Manager</i> or the <i>Contractor</i>
11.2(15)	The <i>boundaries of the site</i> are	Airside at O.R. Tambo International
11.2(16)	The Site Information is in	Part C4: Site Information
11.2(19)	The Works Information is in	Part C3: Scope of Work section of this contract
12.2	The <i>law of the contract</i> is	the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Seven (7) days
13.6	The <i>period of retention</i> is	5 years following Completion or earlier termination of a contract
2	The Parties' main responsibilities	

20.1	The <i>Employer</i> provides access to the following persons, places and things		
	<div>1</div> <div>2</div> <div>3</div>	Access to Any Information	Access date Upon contract award
3	Time		
30.1	The <i>starting date</i> is	Upon signing of contract	
30.2	The <i>completion date</i> is	TBC	
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by	the tender closing date	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Four (4) weeks	
4	Testing and Defects		
40.2	The quality policy statement and quality plan are provided within 4 weeks of the Contract Date.		
41.2	The <i>defects date</i> is	52 weeks after Completion of the whole of the <i>works</i>	
43.2	The <i>defects correction period</i> is	Two (2) weeks	
5	Payment		
50.1	The <i>assessment interval</i> is	Every four (4) weeks, on the 25 th day of each successive month	
51.1	The period within which payment is made is	Four to six (4-6) weeks after the receipt of the tax invoice	
51.2	The <i>currency of this contract</i> is the	South African Rand	
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank as determined from time to time	
6	Compensation events	Applicable as per Section 6 of the NEC3 ECC (April 2013)	
7	Title	No data required for this section of the <i>conditions of contract</i>	
8	Risk and Insurance		
84.1	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued.	

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

9	Termination	Applicable as per Section 9 of the NEC3 ECC (April 2013)
10	Data for Main Option Clauses	
A	Priced contract with activity schedule	Refer to Part 2: Pricing Data section of this contract
11	Data for Dispute Resolution Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
X7.1	Delay damages of the <i>works</i> are	Amount per week is 1% up to a maximum of 10% of the Contract value
X13	Performance Bond	
X13.1	The amount of the <i>performance bond</i> is	10% of the contract value

X15	Limitation of the Contractor's liability for his design to reasonable skill and care	Applicable as per Secondary Clause X15
X16	Retention	
X16.1	The <i>retention free amount</i> is	R0.00 (Zero Rand)
	The <i>retention percentage</i> is	5% of the Prices, 2.5% will be released at Completion of the works and the remaining 2.5% will be released after the Defects Period
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The <i>Contractor's</i> total direct liability to the <i>Employer</i> 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 <i>Contractor</i> as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the <i>Employer's</i> property, - Delay damages, - Defects liability, - Insurance liability to the extent of the <i>Contractor's</i> risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X18.5	The <i>end of liability</i> date is	52 weeks after Completion of the <i>works</i>

Z	The Additional conditions of contract are	Z1 – Z20
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Works	
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose	
Z3	Other responsibilities:	
Z3.1	Add the following at the end of core clause 27: The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date	
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.	
Z4	Extending the defects date:	
Z4.1	Add the following as a new core clause 46: If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>	
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced	
Z4.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data	
Z5	Termination	
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.	
	Amendment to the Secondary Option Clauses	
Z6	Performance Bond	

Z6.1 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 which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.

Z6.2 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 *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract 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 *contract 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

Z7 Limitation of liability:

Z7.1 Insert the following new clause as Option X18.6:

The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

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

Additional Z Clauses

Z8 Cession, delegation and assignment

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

Z8.2 The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

Z9 Joint and several liability

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

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

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

Z10 Ethics

Z10.1 The *Contractor* undertakes:

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

- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

Z12.1	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> 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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z14	Intellectual Property
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:
Z14.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 Dispute resolution:

Z16.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z16.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z17 Notification of a compensation event

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

Z19 Communication

- Z19.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
- Z19.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z20 Delegation

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

- Z20.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

Z21 Lead Design

The Contractor is required to employ a Lead design with proof of qualifications.

Part C1: Agreements and Contract Data

Part C1.2b Contract Data

Part two – Data provided by the *Contractor*

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Engineering and Construction Contract which requires it.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address: Tel No.: Fax No.: Email:	
11.2	The <i>working areas</i> are:	Only the Site Area. See Part C4: Site Information
24.1	The <i>Contractor's key person</i> are:	CV's to be appended to Tender Schedule
	1. Name: Job: Responsibilities: Qualifications: Experience:	
	2. Name: Job: Responsibilities: Qualifications: Experience:	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is:	TBC

11.2(14) The following matters (if any) will be included in the Risk Register

- Availability of As-Built Information
- Access to Site
- Progress vs Programme
- Cash Flow Management

X16.1 The *retention free amount* is:

R0.00 (Zero Rand)

25.2 The *Employer* provides access to the following persons, places and things

	access to	access date
1	All As-built Information & existing services	Upon award of the project(s)
2	Relevant Engineering, Operational and Maintenance Personnel of ACSA	Upon award of the project(s)

Part C1: Agreements and Contract Data

Part C1.3 Form of Guarantee

PRO FORMA FOR PERFORMANCE BOND

PERFORMANCE BOND

[TO BE REPLICATED ON BANK'S LETTERHEAD]

Brief description of contract.....

Name and address of Beneficiary.....

..... (whom the contract defines as the Contractor).

We, the undersigned and..... in our capacities as Guarantor's..... of (**Registration Number:**) (hereinafter called "the Bank") have been informed that hereinafter called the 'Principal') is your Contractor under such contract, which requires him to obtain an irrevocable, unconditional performance security.

At the request of the Principal, we(name of bank) hereby irrevocably undertake to pay you, the Employer, any sum or sums not exceeding in total the amount of(the "Guaranteed Amount") upon receipt by us of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

This guarantee constitute an irrevocable, unconditional, non-negotiable and non-transferable undertaking to pay in accordance with the above, subject to the proviso that this Letter will not be interpreted as extending the Bank's liability to anything more than the Guaranteed Amount.

Notwithstanding anything to the contrary herein contained, the Bank's obligation shall be construed as principal and not as accessory to the contract and shall not be delayed or discharged by the fact that a dispute exists between the Employer and the Contractor.

We undertake to pay you such Guaranteed Amount upon receipt by us, within such period of 14 days, of your first written demand stating that such an amount (or lesser amount) as may be claimed is due and payable to the Employer.

The guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa

Signed at _____ on _____ 20....

For:

Registration Number:

Name & Position

As witnesses:

1. _____

2. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: 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 (COLD Act).

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA O.R. TAMBO INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa O.R. Tambo International Airport Private Bag X1, Kempton Park 1627

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY’S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatory 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 Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85

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

3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his 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 user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATORY

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



Ia duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHSAct 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

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

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

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

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

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

Section 1 Of The Policy – Contract Works

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

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

This insurance contains the following limitations and warranties ;

Open Trench Limitation

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

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

In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers

liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.

Section II of the Policy – Contractors Public Liability

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

Section III of the Policy – Removal Of Lateral Support Liability

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

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

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

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

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

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

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

This insurance is in respect of liability relating to aircrafts.

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

during the policy period from 1 April to 31 March during each policy period of insurance.

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

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

Professional Duties do not include:

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

1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

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

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

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

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

Section 1 Of The Policy – Contract Works

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

Section 2 Of The Policy – Contractors Public Liability

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

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) Contract Works SASRIA

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

c) Aviation Liability Insurance ;

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

d) Design & Construct Professional Indemnity Insurance

- a) In respect of contracts under R50 million at award – **R5,000,000**.
- b) **In respect of contracts over R50 million at award – R10,000,000**

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

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

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

Airports Company South Africa :
Nokulunga Masiza
Tel: +27 (0)11 723 1400
M: +27 (0)79 512 0532
Nokulunga.Masiza@airports.co.za

Buhle Mnguni
D: +27 (0)11 723 1400
M: +27 (0)74 535 9075
Buhle.Mnguni@airports.co.za

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).
- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.
- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

2. Insurance Effected by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).

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

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

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

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

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the

world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

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

j) Miscellaneous Insurance

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

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

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

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

2.4 Sub-Contractors.

The Contractor shall:

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

PART C2: Pricing Data

C2.1 Pricing Instructions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC Engineering and Construction Contract, (ECC3) Option A states:

- | | | |
|-------------------------------------|------------|---|
| Identified and defined terms | 11
11.2 | <p>(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with the contract.</p> <p>(27) The Price for Work Done to Date is the total of the Prices for</p> <ul style="list-style-type: none"> • each group of completed activities and • each completed activity which is not in a group. <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p> <p>(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.</p> |
|-------------------------------------|------------|---|

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering *Contractor* as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the work is not completed by the assessment date.

2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does not Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

3. Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering *Contractor* will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

4. Preparing the *activity schedule*

Generally, it is the tendering *Contractor* who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his activity schedule and be priced accordingly.

It is assumed that in preparing the *activity schedule* the *Contractor*:

- Understands the function of the *Activity Schedule* and how work is priced and paid for;
- Is aware of the need to link the *Activity Schedule* to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum *Activity Schedule* price if the amount, or quantity of work within that activity 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.

Part C2: Pricing Data

C2.1 Pricing Assumptions: Option A

1. How work is priced and assessed for payment

Clause 11 in NEC Engineering and Construction Contract, (ECC3) Option A states:

Identified and defined terms 11 11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with the contract.

(27) The Price for Work Done to Date is the total of the Prices for

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

This confirms that Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering *Contractor* as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the work is not completed by the assessment date.

2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does not Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

3. Link to the programme

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Ideally the tendering *Contractor* will develop a high level programme first then resource each activity and thus arrive at the lump sum price for that activity both of which can be entered into the *activity schedule*.

4. Preparing the *activity schedule*

Generally, it is the tendering *Contractor* who prepares the *activity schedule* by breaking down the work described within the Works Information into suitable activities which can be well defined, shown on a programme and priced as a lump sum.

The *Employer*, in his instructions to Tenderers or in a Tender Schedule, may have listed some items that he requires the *Contractor* to include in his activity schedule and be priced accordingly. The Employer has attached an Indicative activity schedule. The Tenderer must price using the activities

It is assumed that in preparing the *activity schedule* the *Contractor*:

- Understands the function of the *Activity Schedule* and how work is priced and paid for;
- Is aware of the need to link the *Activity Schedule* to activities shown on his programme;
- Has listed and priced activities in the *activity schedule* which are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
- Has priced work he decides not to show as a separate activity within the Prices of other listed activities in order to fulfil the obligation to complete the *works* for the tendered total of the Prices.
- Understands there is no adjustment to the lump sum *Activity Schedule* price if the amount, or quantity of work within that activity 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.

Provision for CIDB B.U.I.L.D. ProgramMonth

Tendered rate should be for full compensation for all costs to be incurred for complying to the requirements and specifications of the CIDB B.U.I.L.D. programme. In this project, only the standard for Developing Skills through Infrastructure Contracts will be applicable, wherein the Contractor will be provided with a minimum contract skills development goal (0.25% of the construction value for CE works) that the Contractor should meet by the end of the contract. This amount will be allocated for skills development to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities, linked to work associated with a contract culminating in or leading to:

- (a) A part or full occupational qualification registered on the national qualification framework,
- (b) A trade qualification leading to a listed trade,
- (c) A national diploma registered on the National Qualification Framework and /or,
- (d) Registration in a professional category by one of the professional bodies.

Payment will be made monthly subject to proof of full compliance to the requirements and specifications that needs to be provided in a monthly progress report.

C2.2 Activity Schedule

Use this page as a cover page to the *Contractor's activity schedule*.

FOXTROT SEWER FACILITY O R TAMBO INTERNATIONAL AIRPORT

	Contractor Activity Schedule	Amount R
<u>1</u>	<u>Design and Approvals</u>	
1,01	FIPDM Stage 2 - Concept and Viability Draft report submitted to ACSA	
1,02	FIDPM Stage 2 - Concept and Viability Final report approved by ACSA	
1,03	FIPDM Stage 3 - Design Development Draft report submitted to ACSA	
1,04	FIPDM Stage 3 - Design Development Final report approved by ACSA	
1,05	FIDPM Stage 4 - Design Documentation	
1,06	FIDPM Stage 5 – Works	
1,07	FIDPM Stage 6 – Handover	
1,08	FIDPM Stage 7 - Close-Out	
1,09	Disbursements	
1,10	Specialist Studies	
	Subtotal 1	
<u>2,00</u>	<u>Foxtrot</u>	
2,01	Preliminaries & General	
2,02	Construction works	
	Subtotal 2	
<u>3,00</u>	<u>International Basement</u>	
3,01	Preliminaries & General	
3,02	Construction works	
	Subtotal 3	
<u>4,00</u>	<u>Domestic Basement</u>	
4,01	Preliminaries & General	
4,02	Construction works	
	Subtotal 4	
<u>5,00</u>	<u>CTB North & South</u>	
5,01	Preliminaries & General	
5,02	Construction works	
5,03	Subtotal 5	
<u>6,00</u>	<u>Domestic Pier</u>	
6,01	Preliminaries & General	
6,02	Construction works	
	Subtotal 6	

7,00	New Corridor Sump	
7,01	Preliminaries & General	
7,02	Construction works	
	Subtotal 7	
8,00	TOTAL (SUBTOTALS SUM)	
9,00	Add 10% Contingencies	
10,00	Add 0,25% Construction Skills Development Goals (CSDG)	
11,00	Contract Sum before VAT	
12,00	Add 15% VAT	
13,00	CONTRACT SUM	
	Total of prices to be carried over to Form of Offer and Acceptance	

Part C3: SCOPE OF WORK**C3: SCOPE OF WORK****C3.1 Description of the Works****C3.1.1 Employer's Objective**

Airports Company South Africa (ACSA) SOC Ltd (Employer) intends on resolving sewer related issues at O.R. Tambo International Airport hence a project has been initiated. The sewer sumps at Foxtrot, Domestic and International basement areas are in close proximity to airport stakeholders and therefore during maintenance or blockages the airport stakeholders are severely impacted by sewer smell emanating from these sewer sumps. A major challenge also includes the build-up of sludge. The Employer also intends on verifying the current sewer sump infrastructure in terms of capacity and pump design.

The Employer's objective is to resolve such challenges and to have fully functional sewer sumps within the airport. The Employer intends resolving such challenges through a design and build contract, wherein the Contractor will be responsible for the design and the construction of the works. The Contractor will carry out their services from Concept and Viability stage until the Close out stage.

C3.1.2 General description of the works

The scope may include capacity upgrade, odour control, design verification of the pumps, relocation of the sewer sumps (if required) and installation of new pumps where required. The Employer has identified the following sewer sumps in the following areas that will for part of the scope:

- Foxtrot,
- International
- Domestic Basement,
- CTB North and CTB South,
- Domestic Pier (Charlie Apron)
- New Airside Corridor Sump

If sewer sumps require relocation, the current sewer sumps must be decommissioned safely. A field investigation report has been attached (Annexure 1) and Preliminary design report (Annexure 2). Bidders must note that these reports are for information purposes only. The contractor is required to design and build the sewer sumps in order to deliver fully functioning sewer sumps that will mitigate the current sewer sumps challenges within the airport. Bidders are to include in their proposals all the studies, tests and approvals required to carry out the project to completion.

A summary of the scope of work is as follows:

- Engineering Design
- Site establishment
- Relocate and/or Installation or upgrade or refurbish existing sewer facilities
- Obtain necessary work permits
- Commissioning
- All manuals, as-built drawings and certificates required.

General work operations include:

- (i) Negotiate with and appoint selected subcontractors, independent laboratory and others as instructed.
- (ii) Compile and submit for approval detailed site safety plan and construction method statement.
- (iii) Radio license where applicable.
- (iv) All site staff attend safety training course and obtain ACSA permits.
- (v) Establishment on site of the camp and construction equipment on the airside, including airside permit requirements.
- (vi) Structured and detailed interaction with various role players at the airport to ensure timeous completion of the works for each shift. These role players include the staff of the Airport Management (AM) and the Air Traffic Control (ATC). Management of the project planning and operational procedures for working airside.
- (vii) Cleaning of the construction area after each work shift to the satisfaction of the Engineers and AM staff.
- (viii) Compliance with OHSA.

1.3.2 Existing Underground Services

- The Contractor shall acquaint himself with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.
- The Contractor shall be held responsible for any damage to existing services caused by or arising out of his operations and any damage shall be made good at his own expense.
- The Contractor shall liaise with the Engineer timeously before any connections are made.

1.3.3 Changes to Scope of Work

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

1.4 Location of the Works

The site of the Works is situated on the airside at O.R. Tambo International Airport. The site is under the jurisdiction of the Airports Company South Africa (ACSA).

Access to the site can be obtained from the Super South Gate or North Gate.

1.5 Temporary Works

The Contractor must obtain written permission from the Engineer before construction of any temporary works may commence. Temporary works will include the following:

- (a) Signage and markings for the surface movement of aircraft and vehicles
- (b) Electrical connections to maintain circuits for the safe operation of elements.
- (c) Placing and removal of barricades.
- (d) All facilities within the Contractor's construction camp. The site is to be negotiated with ACSA and shall be fenced off using 2,0 m high diamond mesh fencing material. The design shall comply with the specifications where, provided in these documents and all statutory requirements such as the Occupational Health and Safety Act and Regulations. The area is to be reinstated upon completion.
- (e) Temporary backfilling of excavations (at the end of each work shift) within the safety zone next to the runway and taxiways. The backfilling must comply with ICAO requirements.
- (f) Temporary backfilling of excavations (at the end of each work shift) within the safety zone next to the taxiways. The backfilling must comply with ICAO requirements.

2. ENGINEERING

2.1 Design Services and Activity Matrix

The responsibilities for design and related documentation are as follows:

DESCRIPTION	RESPONSIBILITY
Detailed design and related construction drawings	Contractor
Design temporary works (Section 1.5): Items (a) to (f) Other	Contractor
As-built drawings: Provision of data and marked up drawings Preparation of drawings	Contractor

2.2 Employer's Design

No Employer's designs are specified.

2.3 Contractor's Designs Brief

No Contractor's designs brief is specified.

2.4 Drawings

The Contractor shall provide all the drawings required to complete the works.

2.5 Design Procedures

No design procedures are specified.

2.6 Construction in Confined Areas

Working space for some of the work to be carried out under this contract is restricted. The construction method used in these confined areas largely depends on the Contractor's plant. However, the Contractor must note that measurement and payment will be according to the specified cross-sections and dimensions irrespective of the method used, and that the rates and prices tendered will be deemed to include full compensation for difficulties encountered, while working in confined areas.

3. PROCUREMENT

3.1 Preferential Procurement Procedures

The Works shall be executed in accordance with the Tender requirements and submitted by the Contractor in his Returnable Schedules.

3.2 Subcontracting

The Contractor shall provide any necessary facilities in order to manage any of their subcontractors to ensure that the works allocated to them are carried out in accordance with:

- The programme of works
- The contract requirements and
- In particular the requirements concerning access to and from the airport facilities at the beginning and end of working shifts. The Contractor shall also ensure that the Sub-Contractor complies with all the requirements as contained in the Contract Documentation and in particular the Safety Plan, Environmental Management Plan and Operational procedure requirements.

4. CONSTRUCTION

4.1 Works Specifications

The design, the manufacture of equipment and the complete installation shall be carried out and tested in accordance with the latest issue or amendments of the following regulations, as applicable:

- ICAO – International Standards and Practices: Aerodromes – Annex 14 to the Convention on International Civil Aviation (fourth edition – July 2004 and subsequent amendments) and related standards.
- ACSA – Operational Airfield Regulations (July 1998 as amended)
- The Occupational Health and Safety Act of 1993
- The Local Fire Regulations
- The National Building Regulations
- In co-operation and conjunction with ACSA's Civil Engineering Department at ORTIA.

The Contractor shall issue all notices and pay all the required fees in respect of the installation to the authorities, and shall exempt the employer, principal Contractor and Engineer from all losses, claims, costs or expenditure which may arise as a result of the Contractor's negligence to comply with the requirements of these regulations.

It shall be assumed that the Contractor is conversant with the above-mentioned requirements. Should any requirements, by-laws or regulation, which contradicts the requirements of this document, apply or become applicable during erection of the installation, such requirements, by-law or regulation shall overrule this document and the Contractor shall immediately inform the Engineer of such a contradiction. Under no circumstances shall the Contractor carry out any variations to the installation in terms of such contradictions without the written permission to do so from the Engineer.

4.2 Plant and Material

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts.

All materials used in the works shall, where such mark has been awarded for a specific type of material, bear the official mark of the SANS (SANS). Written proof shall be obtained for any materials not bearing the official mark of the SANS.

4.3 Construction Equipment

Where applicable, minimum requirements for equipment are specified in the Standard and Project specifications.

The Contractor shall indicate in his Construction Method Statement how he will manage an emergency where a plant item breaks down during an operation being undertaken on the airside within the 50 m restriction zone, to ensure timeous opening of the taxiway (i.e. all limited occupation period works, especially runway tie-in areas between stop-bar and runway shoulders).

4.4 Site Establishment

4.4.1 Services and Facilities Provided by the Employer

The location of the proposed airside construction camp shall be subject to ACSA's approval. The Contractor must liaise with ACSA to find a suitable site. Approval for the establishment of a construction camp must be obtained from ACSA. The Contractor is responsible for all arrangements for obtaining approval, establishment and subsequent removal and reinstatement of his construction camp.

The Contractor must at all time limit his personnel, plant, equipment and materials to the Contractor's site or the working areas as approved by the Engineer. No personnel shall be accommodated on airport property. Only guards approved by the Employer and on duty may be on site at all times. The contractor shall use the Super South or North Gate, depending on where work currently active, for access purposes to the airside except as required hereafter.

Stockpile/spoil areas are to be located close to the construction camp, shall be adequately demarcated and fenced off if necessary or so instructed by the Engineer.

All regulations and local authority ordinances, as regards smoke emissions and noise abatements shall apply and compliance will be enforced as well as height restrictions and any required obstacle markers.

4.4.2 Facilities Provided by the Contractor

The Contractor shall make his own arrangements for the supply of electrical power, water telecommunication services, ablution facilities, sewer services, first aid facilities and other services, the payment thereof and all reinstatements required upon completion. No direct payment will be made to the Contractor for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall make arrangements at his own cost for telephone and facsimile facilities, with cellular phones being acceptable.

Airside permits must be obtained by the Contractor from ACSA in accordance with the requirements of the Contract documents prior to commencing any work.

4.4.3 Storage and Laboratory Facilities

The Contractor shall make a storage room available for use by the Engineer's staff. A commercial laboratory shall undertake material testing for the Engineer.

4.4.4 Other Facilities and Services

The Contractor shall be responsible for the removal of all waste generated from the airport property and the proper disposal thereof elsewhere at his own cost.

If required by the Engineer, the Contractor shall supply portable chemical toilet facilities next to the construction site for his staff as well as for the Engineer's supervisory staff. These facilities must daily be erected and removed on a daily basis and regularly serviced to the satisfaction of the Airport Authorities and the Engineer.

4.4.5 Vehicle and Equipment

The requirements (e.g. permits, etc.) for vehicles and drivers operating on the airside at O.R. Tambo International Airport are specified in the Airside Manual.

4.4.6 Advertising Rights

Only one sign board each, for the Contractor and his subcontractors, may be erected at the entrance to the construction camp.

4.4.7 Notice Boards

A construction notice board complying to the SAICE specifications must be provided and erected at a position to be agreed with the Engineer. The cost of the supply and erection of this notice board must be included in the establishment cost of the Contractor.

4.5 Site Usage

Restrictions on the site usage are stated in the Airside Manual.

4.6 Alterations, Additions, Extensions and Modifications to Existing Works

The Contractor must satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing components are compatible with the proposed Works. Where this is not the case the Engineer's Representative must be notified in writing at the earliest possible time.

4.7 Water for Construction Purposes

The Contractor must make all arrangements for the transport, storage and distribution of water required for construction purposes and his own use.

4.8 Survey Control and Setting Out of the Works

The Contractor shall be responsible for the setting out of the works. The setting out of the reticulation system and supply line shall originate from the existing stand boundary beacons, which have been established by the owner. The Contractor shall ensure that all these beacons are located before work commences, and shall bring to the Engineer's attention any beacons, which are missing. At the end of the work, before payment of the final certificate, the Engineer will check all the beacons, and those missing will be replaced by the Employer at the Contractor's cost. It is suggested that to obviate damage to beacons, they be clearly marked with stakes by the Contractor before the commencement of any clearing.

The Contractor shall peg out the routes of all services within two weeks after being appointed and confirm it with the Engineer before any work commences.

5. MANAGEMENT

5.1 Management of Works

5.1.1 Planning and Programming

The Contractor's programme must be based on the Working Times defined in paragraph 1.3.1 above. The Contractor's attention is drawn to the limited occupation (night-time) periods applicable to this project.

5.1.2 Time

Time is of the essence and all construction work must be completed on the schedules/stipulated times. Sufficient manpower shall be made available to cope with the construction schedule dates.

Any cost item which the prospective tenderer regards necessary for the proper functioning or completion of an item or element, shall be added to the tender rates as there must be no uncertainty that the tender rates and total tender price is all inclusive.

Prospective tenderers shall make sufficient allowance for site management and administrative staff. The project scope is not final and fixed and it is anticipated that comprehensive site communication (via site instructions/queries, etc) will transpire during the execution of this contract.

Site co-ordination meetings will be held and the Contractor's site manager shall attend these meetings and promptly implement the requirements put forward.

Prospective tenderers shall allow in their tender rates for all aspects which could lead to non-continuity of work, disruption or any other event which is regarded normal to fast track type of construction projects.

5.1.3 Quality Plans and Control

It will be the responsibility of the Contractor to undertake appropriate quality control and quality assurance measures during manufacture as well as on site.

The level of quality of materials and workmanship is clearly set out in the documents. In general, all materials shall comply with the relevant SABS or equivalent standard specifications. In the absence of a suitable specification, the materials may be those available from suppliers provided they are approved by the Engineer. Likewise, all systems of working and workmanship shall comply with the relevant SABS or equivalent codes of practice or otherwise be approved by the Engineer.

The Contractor will be expected to comply with this section of the specification in great detail throughout the contract and the Engineer will carry out ad hoc audits of the system from time to time.

Tenderers should take note of the special requirements and the cost implications to be included, when making up their tender.

5.1.4 Flexibility of Construction Activities

All construction activities are under the direct control of the project manager who will liaise with the Engineer and as such he has the right to instruct the Contractor to deviate/adjust/direct/modify the Contractor's schedule and/or activities within the limits of the time for completion specified for this contract to serve the best interests of the project. The Contractor shall be flexible and able to adapt to changing circumstances.

5.1.5 Execution of contract simultaneous with others

Prospective tenderers are advised that other Contractors will install equipment all under other contracts during the construction period of this contract and reasonable access must be afforded to such Contractor(s) at all times. All tender rates shall be deemed to fully allow for this provision.

5.1.6 Arrangements with the supply authority

The costs of all arrangements with the Supply Authority with regard to inspections, tests and requirements to comply with regulations, and the actual costs of inspections, tests, provision of labour, test equipment, etc shall be for the Contractor's own account.

For this installation the Airports Company South Africa shall make permanent power available to the Contractor from the existing power and lighting complex and no connection fees shall be required.

5.1.7 Installation work

It shall remain the Contractor's responsibility to carry out the work in accordance with this document, to provide the logistics and infrastructure required for the works, to provide adequate full-time supervision at the works, to programme and manage the works, to ensure compliance with Codes, Standards and Regulations, to provide registered and qualified site staff at all times and in accordance with the Laws and Regulations.

The Engineer's representative will inspect the installation from time to time during the progress of work. Discrepancies will be pointed out to the Contractor and these shall be remedied at the Contractor's expense. Under no circumstances will these inspections relieve the Contractor of his obligations in terms of the document nor will these inspections be regarded as final approval of the works or portions thereof.

Where the Engineer has appointed a full-time representative at the works, this representative shall not be regarded as relief of the Contractor's obligations in terms of the documents.

The Engineer's inspection shall only be carried out after the Contractor has carried out his own preliminary inspection to ensure that the works are completed and comply with the documents.

The Engineer's inspection shall therefore not be regarded as supervision, fault listing, quality assurance or site management. Inspection and testing procedures are fully detailed in the specifications.

5.1.8 Co-ordination

The drawings and schedules are of a schematic nature and unless specific dimensions to the equipment are shown, the Contractor shall co-ordinate the installation of equipment and fittings with the other Contractors and trades on site before installation. Should agreement not be reached or if the equipment or fittings cannot be installed in the obvious locations to conform to the design, the Engineer's ruling shall be obtained beforehand.

5.1.9 Workshop designs and drawings

The Contractor shall submit to the Engineer detailed or workshop drawings of all items to be manufacture, assembled or installed for approval prior to the commencement of the manufacture or construction of such works.

The tenderer shall submit with his tender comprehensive details of standards and criteria, which will be used in the detailed designs, preparation of workshop drawings, manufacture and testing of equipment.

5.1.10 Design responsibilities

The design responsibility of the installation, general layout, arrangement and the functionality of the systems rest with the Contractor with regard to interpretation of the employers requirements. The detailed installation design responsibility, also, rest with the Contractor with regard to the design for installation and manufacturing and the compliance to specifications and requirements, which are stipulated in the contract documents and on the drawings.

The cost of complying with these requirements is deemed to be covered by the tendered rates for the Contractor's General Obligations.

5.1.11 Quality of Materials

All material shall be of high quality and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used. Should the materials not be suitable for use under temporary site conditions the Contractor shall at his own cost provide suitable protection until these unfavourable site conditions cease to exist.

All materials proposed by the Contractor shall be tested. The test, as well as the materials, shall be approved by the Engineer prior to such materials being built into the works and all costs involved shall be deemed to be included in the quoted rates.

5.1.12 Safety and Security

The Contractor shall appoint a responsible person and assistant and their names shall be forwarded to the Engineer before any work may commence on site. The responsible person shall legally be responsible that safety measures are exercised on site by his workforce. No work may be executed on site if neither of these two persons is on site.

The Contractor will be responsible for the safety of his personnel on site at all times. All laws, rules and regulations shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public and equipment.

Where work is to be carried out on or in the proximity of live electrical equipment the Contractor shall make all the necessary arrangements with the relevant Supply Authority to isolate and earth such equipment. These arrangements shall be in writing and copies thereof shall be submitted to the Engineer. The Contractor shall also adhere to any requirements or procedures the Local Supply Authority may have in this regard. None of these arrangements shall, however, alleviate the Contractor's responsibilities in terms of this contract or any Laws and Regulations.

5.1.13 Protection of Other Services and Structures

The Contractor shall take all the necessary precautions to protect existing services, finishes and structures during the execution of the contract. All repairs and damages shall be the responsibility of the Contractor and the cost thereof shall be borne by the Contractor.

The Contractor shall exercise extreme care when excavations are made to avoid damage to existing or newly installed services. Any damages to other services will be rectified forthwith and the costs for the rectification will be recovered from the Contractor.

5.1.14 Finishing and Tidying

In view of the intense concentration of construction activities likely to be experienced during the construction period, progressive and systematic finishing and tidying will form an essential part of this contract. At no time may spoil rubble, materials, equipment of unfinished operations be allowed to accumulate in such a manner as to unnecessarily impede the activities of others and in the event of this occurring, the employer shall have the right to withhold payment for as long as may be necessary in respect of the relevant works in the area (3) concerned without prejudicing the rights of others to institute claims against the Contractor on the ground of unnecessary obstruction.

Finishing and tidying must not simply be left to the end of the contract. All finishing and tidying shall be carried out to the best advantage of the project as a whole and in the close co-operation with other Contractors.

5.1.15 Variations to Contract Price

All costs for variations to the contract shall be done in accordance with the rates that shall be completed by the Electrical Contractor in the pricing section of this document.

Any items or variations for which rates have not been included in the Schedules shall be priced as non-scheduled items.

All instructions, directions or explanations to the electrical Contractor shall be given in writing by the principal Contractor. The Contractor shall not accept oral instructions from any party whatsoever.

5.1.16 Maintenance and Guarantee

The equipment and installation included in the contract shall be guaranteed and maintained for a period of twelve months from the date of acceptance by the Engineer in all respects for continuous service. The tender price shall include the above.

For the full duration of the maintenance period, the Contractor shall be responsible for the complete installation with respect to the necessary replacement and adjustments to the equipment to ensure the proper working thereof.

5.1.17 Blasting

No blasting is allowed at the airport.

5.1.18 Protection of Area

The Contractor shall confine his operations to as small an area as may be practical for the purpose of constructing the works.

Only those trees directly affected by the works and such others as the Engineer may direct in writing shall be cut down and stumped.

On completion of operations the ground surface where it may have been disrupted by the Contractor shall be restored to its original condition by filling in all ruts with material similar to the material within the rut and levelling the ground and where necessary planting grass and shrubs as may be required. Any boundary fences, which have been removed or damaged, shall be repaired and/or reinstated at the Contractor's expense.

The natural vegetation must not be disturbed other than in areas where it is essential for the execution for the work or where directed by the Engineer.

5.1.19 Disposal of Waste Material

All waste material as result of the works including the demolished trees, brush, rubbish, fences and all other objectionable material will be removed and disposed of at a legal site found by the Contractor and approved by the Engineer.

5.1.20 Format of Communications

All instructions or requests need to be confirmed in writing through:

- Site instructions
- Requests for inspections

5.1.21 Key Personnel

The Contractor and Engineer must compile a schedule of their Key Personnel with their contact numbers and keep it updated. The list must be made available to the Engineer, Employer and Contractor.

5.1.22 Management Meetings

The following formal meetings will be held at the office of the Engineer's Representative between the Representatives of the Employer, Engineer and the Contractor:

- Daily kick-off meeting
- Weekly progress and technical meeting
- Monthly site meeting

The Representatives must have the necessary delegated authority (site agent level on weekly meeting and Contracts Director level on monthly meetings) in respect of aspects such as planning, change management and health and safety.

5.1.23 Daily records

The Contractor must keep daily records of resources (people and equipment employed) and site diaries in respect of work performed on the site. A copy of the previous day's daily record must be provided to the Engineer on a daily basis.

5.1.24 Payment Certificates

The Engineer's certificate will be issued only after receipt by him of a draft certificate prepared by the Contractor at his own expense in the form prescribed by the Engineer. The cost of duplicating and delivering copies of the certificate to the Contractor, the Engineer and the Employer shall be borne by the Contractor. The Engineer and the Employer shall require three (3) sets of A4-sized paper copies in total.

5.1.25 Permits

All requirements in connection with the application for and usage of permits are as stated in the contract documentation.

5.1.26 Insurance Provided by the Employer

For information on the Employer Insurance, refer to ACSA Insurance Clauses in Part C1.9 of the contract.

5.2 Health and Safety

Health and Safety requirements and procedures are presented in Annex B, Part C5.

5.2.1 Barricades and lighting

Requirements for the provision and usage of barricades and lighting are stated in the contract documentation.

5.2.2 Traffic Control

Safety requirements and procedures where the Contractor has occupation of taxiways, runways or roads are stated in contract documentation.

Part C4: Site Information

Key site data

The airside is a restricted area with stringent access control measures put in place. The Contractor is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health safety, environment, security, fire and access control.

1.1 Access

- The Consultant shall liaise with ACSA Security Staff in order to obtain access permits for his staff and vehicle working at the airport.
- Personnel and vehicles entering or leaving the site will be subjected to routine searches.
- The Consultant shall obtain the "gate permit" from the Project Manager before material and equipment are brought and removed from the airside.
- The Consultant shall include in his rates the costs for access permits and no extra payment or claim of any kind will be allowed on account of difficulties of access to site.

1.2 Permits

- The Consultant shall familiarize himself with ACSA's safety and security requirements relating to permits to prevent any unnecessary work delay.
- This shall include the permit application process.
- The Consultant shall have no claim against ACSA in the event that a permit request is refused.
- The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking Permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal Permit	All persons employed on the airport	ACSA Security
Cell Phone Permit	All persons taking cell phones to airside	ACSA Security
Tools & Laptop Permit	All persons taking tools and laptop to airside	ACSA Security
Camera Permit	All persons taking camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work on the airside	ACSA Safety
Airside Projects/Works Permit	For all projects on the airside	ACSA Airport Operations / Safety
Low/Medium Voltage Permit to Work	For all work on substations, distribution boards and cables	ACSA Electrical Maintenance

- Proof of having attended the Airside Induction Training course is required for all personal permit applications. This is for all personnel involved with or responsible for the implementation of various

aspects of the national civil aviation security programme and those authorized to have unescorted access to airside areas receive initial and recurrent security awareness training.

- Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses where applicable.
- No work shall be done without a written permission in the form of a permit/works order.
- Proof of having attended the General Aviation Security Awareness Training course is required for all personal permit applications.

1.3 Cell phones and two-way radios

- Use of cell phones are 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 Consultant will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
- Approved radios may be arranged via said department – payment will be for the account of the Consultant.

1.4 Hidden and other services within site

There might be water and sewer pipes located underground. Also, there are other cables going through the trenches and these must be treated as live cables. There are also communication cables located underground

Part C5: Annexures

Annex A: Field Investigation Report – for information purposes only.

Annex B: Preliminary Design Report - for information purposes only.

Annex C: Occupational Health and Safety Specifications

This specification contains comprehensive occupational health and safety specifications.

LIST OF ABBREVIATIONS

ACSA	Airports Company South Africa
GAR	General Administration Regulations
GSR	General Safety Regulations
OHSA	Occupational Health and Safety Act 85 of 1993
OHSS	Occupational Health and Safety Specification
SABS	South African Bureau of Standards

1. INTRODUCTION

1.1 Purpose of the Occupational Health and Safety Specification

The purpose of the OHSS is to assist Contractors to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, Consultants and Contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHSS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the Contractor failing to comply with the OHSS, i.e. the Contractor remains responsible for achieving the required performance levels.

1.2 Implementation of the Occupational Health and Safety Specification

This OHSS forms an integral part of the Contract, and Contractors are required to make it an integral part of their Contracts with Sub-Contractors and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will ensure that it is included in the Tender Document(s) issued to prospective Contractors. The prospective Contractors shall incorporate the requirements of the OHSS in their submission of tenders to the Employer.

This specification must be read in conjunction with the OHS Act No 85 of 1993 (as amended), the Regulations as published in Government Gazette No 37305 of 7 February 2014 as well as the General Safety Regulations published in Government Notice No. R 1031 of 30 May 1986, as amended.

The OHS Act Agreement in this document (Returnable Schedules) must be fully completed by the Contractor.

STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Employer controlled projects.

The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on ACSA projects and those affected by the activities taking place in and around them.

2.2 Interpretations

2.2.1 Application

The OHSS contains clauses that are generally applicable to building / construction and that impose proactive controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHSA, Construction regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Contractor's responsibility. The Employer will through the Agents, as appointed, monitor that the Contractor complies with the requirements of the OHSA and will not prescribe to the Contractor how such compliance is achieved.

Definitions

The definitions used will be those set out in the Regulation Gazette No 37305 of 7 February 2014 with the following addition:

ACSA: Airports Company South Africa

Hazard Identification and Risk Assessment and Risk Control:

Means a documented plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Management Plan:

Means a documented plan which addresses the hazards identified and include safe working procedures to mitigate, reduce or control the hazards identified.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees before commencement of work on site.

Risk:

Means the probability or likelihood that a hazard can result in injury or damage.

Site:

Means the area in the possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor and approved for such use by the Engineer.

The Act:

Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Regulations promulgated there under.

Contractor:

The Contractor terminology used in these specifications shall be deemed to cover Principal Contractor, Contractors and Subcontractors.

3. REQUIREMENTS AT TENDER STAGE

The Contractor shall make available the following with his completed tender:

A Preliminary Health and Safety Plan as described in Regulation 7 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and this specification and will be subject to approval by the Employer. This will include a Hazard Identification and Risk Assessment appropriate to the project, expansion of Annexure D, and a declaration to the effect that he has the competence, completion of Occupational Health and Safety Questionnaire, and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014.

Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor is not able to carry out the work under the contract safely in accordance with the Construction Regulations and may result in the tender being disqualified.

4. NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

Prior to the commencement of construction work but not later than 7 days after the award of the contract, the Contractor shall, in terms of Regulation 4, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- the demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- the use of explosives;
- construction work that will exceed 30 days or 300 person-days;
- excavation work deeper than 1,0 m; or
- working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included under Returnable Schedules (The Occupational Health and Safety Act) of the tender document. See Annexure A for a copy of the notification.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

5. GUIDELINES FOR THE DEVELOPMENT OF A HEALTH & SAFETY PLAN

5.01 Background

In terms of the Construction Regulations [Regulation 5(1)(b)] of the Occupational Health and Safety Act, No 85 of 1993, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Contractor, appointed by the Client in terms of Regulation 5(1)(k), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 7(1)(a) as well as the Client's Occupational Health & Safety Specification. In terms of Regulation 5(1)(l), the Client and the Contractor are required to agree on the Occupational Health and Safety Plan before any work may commence.

5.02 Framework for an Occupational Health and Safety Plan

5.02.1 Introduction

The Contractor must demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor is required to submit, the following documentation for perusal and verification by the Client:

- Management Structure including an organogram – Tender Stage

- Quality Plan – Tender Stage
- Human Resources Plan – Tender Stage
- Registered Workplace Skills Plan
- “Letter of good standing” from the Compensation
- Commissioner or licensed compensation insurer – Tender Stage
- Proof of induction and other training of employees
- Example copies of minutes of previous Occupational Health and Safety Committee meetings and
- copies of Incident Investigation Reports.

5.02.2 Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:

5.02.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational Health and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety committee

5.02.2.2 Statement Regarding the Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- Arrangements for regular liaison between parties on site
- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and subcontractors on site
- Handling design changes during the project
- Selection and control of subcontractors
- The exchange of Occupational Health and Safety information between all subcontractors
- Security
- Site induction and on site training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections.
- Incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation Commissioner where appropriate

6: APPOINTMENT OF SAFETY PERSONNEL

6.01 Construction Supervisor

In terms of Section 16 of the Act, the Chief Executive officer of the Contractor may delegate, in writing, part or all of his powers to a suitable person on the site.

The Contractor shall appoint a full-time Construction Supervisor, in writing, in terms of Regulation 8(1) of the Regulations with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where, justified by the scope and complexity of the works.

6.02 Construction safety officer

In terms of clause 8 of the Regulations the Contractor shall appoint in writing a full-time or part-time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the Bill of Quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract.

6.03 Health and safety Representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor shall appoint, in writing, a health and safety Representative whenever he has more than 20 employees in his employ on the works. The health and safety Representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety Representatives for a workplace shall be at least one for every 50 employees.

The function of the health and safety Representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

6.04 Health and safety committee

In terms of Sections 17, 18 and 19 of the Act (OHSA 1993) the Contractor (as employer), shall establish one or more health and safety committee(s) where there are two or more health and safety Representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor's Representative and any Department of Labour inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of meetings, recommendations and reports made by the committee.

6.05 Competent persons

In accordance with the Construction Regulations the Contractor shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works, as applicable to the project.

- Risk assessment for construction work (Regulation 9);
- Fall protection (Regulation 10);
- Structures (Regulation 11);
- Temporary works (Regulation 10);
- Excavation (Regulation 13);
- Demolition work (Regulation 14);
- Tunneling (Regulation 15);
- Scaffolding (Regulation 16);

Suspended platform operations (Regulation 17);
 Rope access work (Regulation 18);
 Material Hoists (Regulation 19);
 Bulk mixing plants (Regulation 20);
 Explosive actuated fastening devices (Regulation 19);
 Cranes (Regulation 22);
 Construction vehicle and mobile plant (Regulation 23);
 Electrical installation and machinery on construction site (Regulation 24);
 Use and temporary storage of flammable liquids on construction site (Regulation 25);
 Water environments (Regulation 26);
 Housekeeping and general safeguarding on construction sites (Regulation 27);
 Stacking and storage on construction sites (Regulation 28);
 Fire precautions on construction sites (Regulation 29); and
 Construction employee's facilities (Regulation 30).

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with all requirements of the Construction Regulations.

7: PROJECT / SITE SPECIFIC REQUIREMENTS

A list of activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor is given in Annexure D. This list is not to be considered as inclusive and other items must be added as required

In addition, the following health risks should be taken into account. It may become necessary to include others according to the requirements of the project.

Health risks

- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Exposure to hazardous substances and chemicals used on site.

Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- List of key competent personnel;
- Details of emergency services;
- Actions or steps to be taken in the event of the specific types of emergencies;
- Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client, Agent, Engineer and all relevant authorities forthwith, of any emergencies, together with a record of action taken. This shall be confirmed in writing as soon as possible after the incident. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and

Hospital, etc.) must be maintained and available to site personnel. These procedures shall form part of the Health and Safety Plan.

First Aid Boxes and First Aid Equipment

The Principal Contractor and all Contractors shall appoint in writing First Aider(s). If not already accredited, the appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes containing, at least, the requirements of the Annexure to Section 3 of the General Safety Regulations. All Contractors with more than five (5) employees shall supply their own first aid box. Contractors with more than ten (10) employees shall have a trained and certified First Aider on site at all times.

Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued with and shall wear hard hats, protective footwear and overalls as well as any other necessary PPE as set out in Section 2.3 of the General Safety Regulations. Contractors are encouraged to provide reflective vests for all their staff. The Principal Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. This shall include necessary safety gear for visitors. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

Lost or stolen;
Worn out or damaged.
Issued to temporary labour or staff.

The above procedure applies to Contractors and their Sub-contractors, as they are all Employers in their own right.

Occupational Health and Safety Signage

The Contractor shall provide adequate on-site OHS signage. This should include but is not limited to: 'no unauthorised entry', 'report to site office', 'site office', 'beware of overhead work', 'hard hat area'. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations as amended.

8: HEALTH AND SAFETY FILE

The Principal Contractor shall in terms of Construction Regulation 7(1)(b) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work.

The Principal Contractor shall ensure that all other contractors open similar files in accordance with the Regulations.

The Principal Contractor shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include at least the following information:

- All Documents as required by the Act and Regulations
- All reports of inspections and audits
- All non-conformity reports
- All working drawings, calculations and design where applicable
- Detailed list of sub-contractors with contact details

- List of all hazardous materials used and stored on site with Data Sheets and Materials Hazard Data sheets
- All Hazard Identification and Risk Assessments carried out for the project
- All Health and Safety Plans for the project.
- All method statements
- Minutes of all relevant meetings
- Incident records, including investigations and results
- Record of all appointments under the Regulations

Annexure B is a list of the records to be kept on site.

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation as set out above, or as instructed, as well as any handed to the Principal Contractor by any contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

9: RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Principal Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

Risk is a measure of the likelihood that the harm from a particular hazard will be realised, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Principal Contractor shall compile method statements to address or handle the following:

Hazards particulars to the contract
Identify what could go wrong and how
Identify the likelihood of this happening
Identify the persons at risk
Identify the extent of possible harm
Eliminating or reducing this risk
A monitoring plan
A review plan

Contractors must ensure that all subcontractors conduct risk assessments for their scope of work as well. All risk assessments shall be updated and re-evaluated with any extra works or with any change to the scope of the works.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

10: ARRANGEMENTS FOR MONITORING AND REVIEW

The Client and/or Agent will conduct a Monthly, or at greater frequency, Audit to audit compliance with Construction Regulation 5(1)(n) and (o) to ensure that the Contractor has implemented and is maintaining the agreed and approved OH&S Plan. Annexure C will be used as format when conducting the audit.

The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Contractor must accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

11: MEASUREMENT AND PAYMENT

The Contractor shall ensure that the sum of the amounts of the four items shall not be less than 1% of the Work Value of the Tender (Total: Schedule A).

Item	Unit
C11.01 Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations.....	lump sum

The full amount will be paid in one instalment only once:-

- (a) The Contractor has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The Contractor has made the required initial Appointments of Employees and Sub-Contractors.
- (c) The Client has approved the Contractor's Health and Safety Plan.
- (d) The Contractor has set up his Health and Safety File.

Item	Unit
C11.02 Contractor's time-related obligations in respect of the Occupational Health and Safety Act and Construction Regulations.....	month

The tendered rate shall represent full compensation for that part of the Contractors general obligations in terms of the Occupational Health and Safety Act and the Construction Regulations which are mainly a function of time. The sum will be paid per month only after payment for item C11.01 has been made. This item shall also cover all updates of the files, plans and reports associated with the Occupational Health and Safety Act and the Construction Regulations.

Item	Unit
C11.03 Provision of full time Construction Safety Officer	month

The tendered sum shall include for the cost of a construction safety officer on a full time basis, his overheads, transport and all others items necessary for the proper carrying out of his duties. If a part time safety officer is appointed then the amount tendered will be prorated according to the amount of time spent on the project.

Item	Unit
C11.04 Submission of the Health and Safety File	lump sum

This amount will be paid only once the Contractor has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction. This must be done prior to the issue of a Certificate of Completion.

RECORDS TO BE KEPT ON SITE

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	4(1)	Notification to Provincial Director – Annexure A Available on site	Contractor
2.	4(1)(m)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client (Consultant)
3.	7(1)(d)	Copy of Principal Contractor's Health & Safety Plan As well as each Contractor's Health & Safety Plan Available on request	Principal Contractor
4.	7(2)(b)	Health & Safety File opened and kept on site (including all documentation-required i.t.o. OHSA & Regulations Available on request	Contractor
5.	7(1)(e)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHSA & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Contractor
6.	7(1)(f)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Contractor
7.	8(5)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6(6)] at design stage or on the Health & Safety Plan	Contractor
8.	9(6)	Risk Assessment Available on site for inspection	Contractor
9.	7(7)	Proof of Health & Safety Induction Training	Every Employee on site
10.	10(3)	Construction Manager [CR 8(1)] has latest updated version of Fall Protection Plan [CR 10(1)]	Contractor
11.	9(2)(b)	Inform Contractor in writing of dangers and hazards relating to construction work	Designer of Structure
12.	11(1)(c)	All drawings pertaining to the design of structure On site available for inspection	Contractor
13.	11(2)(a) and (b)	Record of inspection of the structure [First 2 years – once every six (6) months, thereafter yearly]	Owner of Structure
14.	11(2)(c) and (d)	Maintenance records – safety of structure Available on request	Owner of Structure
15.	12(3)(c)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor
16.	13(2)(h)	Record of excavation inspection On site available on request	Contractor
17.	17(11)	Suspended Platform inspection and performance test records Kept on site available on request	Contractor

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
18.	19(8)(c)	Material Hoist daily inspection entered and signed in record book kept on the premises	Contractor
19.	19(8)(d)	Maintenance records for Material Hoist Available on site	Contractor
20.	18(9)	Records of Batch Plant maintenance and repairs On site available for inspection	Contractor
21.	19(2)(g)(ii)	Issuing and collection of cartridges and nails or studs (Explosive Powered Tools) recorded in register – recipient signed for receipt as well as return	Contractor
22.	21(1)(d)	Findings of daily inspections (prior to use) of Construction Vehicles and Mobile Plant	Contractor
23.	22(d)	Record of temporary electrical installation inspections [once a week] and electrical machinery [daily before use] in a register and kept on site	Contractor
24		Copies of all appointments made in regard to safety supervisors and inspectors	Contractor

HAZARDOUS TASK IDENTIFICATION

(The list given is not inclusive and other hazardous tasks may be identified as the construction progresses)

MAIN TASK	SUB TASK
ACCOMMODATION OF TRAFFIC	Clashes between Airport Fire and Safety traffic and construction work
	Dust (from jet blast)
	Traffic speed
	Provision of safety equipment
	Working next to air traffic (noise and jet blast)
	Erection of signage and barricades
EXCAVATING	By manual labour
	By excavating equipment e.g. Milling Machine
	Excavating duct slots by electrical/pneumatic breakers
ELECTRICAL	Working with generators and lighting
	Temporary installations
	Dealing with services provided by others
FIRE	Use and placement of fire extinguishers
	Fire fighting
	Gas Screed heaters
	Hand held gas burners
	Notification of Fire & Safety
MISCELLANEOUS	Site Establishment
	Housekeeping
	General storage

MAIN TASK	SUB TASK
	Movement of equipment
	Use of personal transport
WORKSHOPS	Use of small electrical tools
	Gas and Flame Cutting
	Welding
	Use of general workshop equipment
	Tyre repair
	Use of jacking and lifting apparatus
HAZADOUS MATERIALS	Petrol
To be added to as required	Diesel

MAIN TASK	SUB TASK
Materials safety date sheets as required	Lubricants
	Cement and cement bags
	Road lime and lime bags
	Flammable materials
	Gas bottles
ANY OTHER DANGEROUS ACTIVITIES IDENTIFIED BY THE CONTRACTOR	
To be added by the Contractor at tender stage	a)
	b)
	c)

Annex D: ACSA Construction Environment Management Plan – EMS 050

1. Background

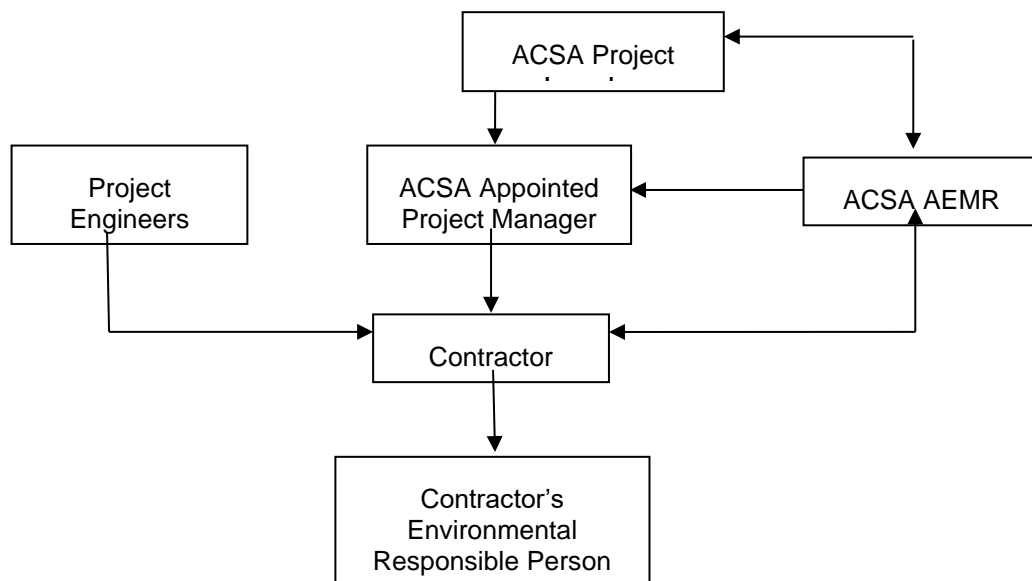
The purpose of this Environmental Management Plan (EMP) is to co-ordinate mitigation, rehabilitation, and monitoring measures of construction projects at ACSA airports such that environmental pollution and risks are minimized as far as possible.

This EMP is provided to contractors at the tender stage to ensure all costs associated with this EMP can be appropriately costed.

2. Organisational Structure

It is essential that an organisational structure is established early in the construction phase of the project and that all parties concerned accept the structure. This identifies the responsibilities and the authority of the ACSA Project Leader, design team, Project Manager (PM), consulting engineers and the numerous contractors and sub-contractors.

Responsibility for the application of the construction phase EMP for the project starts with ACSA's Project Leader. The ACSA Project Leader will devolve this responsibility to the designated and appointed Project Manager to assume this task within his or her portfolio, who will in turn issue conformance instructions to the Contractor(s). The Contractor(s) will appoint an Environmental Responsible Person who will ensure that the requirements of the EMP are implemented by monitoring and auditing the performance of the Contractor. ACSA's AEMR (Airport Environmental Management Representative) shall play an oversight role and report on overall EMP compliance to the ACSA Project Leader.



2.1 ACSA Project Leader

This is an ACSA employee ultimately responsible for the overall success of a project. This person could be within the Commercial, Maintenance & Engineering, Projects or Airport Planning Department.

2.2 Project Manager (PM)

The PM is responsible for ensuring that on-site activities are undertaken in accordance with the requirements of the EMP. The PM will thus need to ensure that:

- This EMP is included in the contracted agreements issued to the contractor(s)
- Environmental Method statements requested by ACSA's AEMR are provided prior to construction
- Corrective action is implemented as required
- Appropriate records and information regarding compliance with the EMP requirements are maintained and made available to the AEMR
- Instructions as required by the AEMR are issued to the relevant contractor

2.3 Contractor

- The Contractor shall ensure that all employees, sub-contractors, suppliers, etc. are fully aware of and comply with the environmental issues and requirements detailed in this EMP
- The Contractor shall liaise closely with their Environmental Responsible Person and PM and will ensure that works on site are conducted in accordance with this EMP
- The Contractor is to have a copy of the EMP on site and be familiar with its contents
- The Contractor must ensure that all employees (permanent and temporary) and all sub-contractors that work on the site for longer than two days, receive Environmental Awareness Training prior to commencing work on site
- The Contractor shall appoint an Environmental Responsible Person in writing, and will forward this appointment to ACSA's AEMR
- Prior to construction commencement, the Contractor shall draft and submit written environmental method statements to ACSA's AEMR for approval, covering those activities which are identified (in this document and/or by the AEMR), as being potentially harmful to the environment

Environmental Method Statements indicate how compliance shall be achieved and environmental risk will be mitigated. The environmental method statement shall state clearly:

- Timing of activities
- Materials to be used
- Equipment and staffing requirements
- The proposed construction procedure designed to implement the relevant environmental specifications
- The system to be implemented to ensure compliance with the above; and
- Other information deemed necessary by the AEMR and Environmental Responsible Person.

Method statements shall be submitted at least five working days prior to expected commencement of work on an activity, to allow the AEMR time to study and approve the method statement. The contractor shall not commence work on that activity until such time as the method statement has been approved in writing by the AEMR.

Due to changing circumstances, it may be necessary to modify method statements. In such cases, the proposed modifications must be indicated and agreed upon in writing between the AEMR and Environmental Responsible Person. The AEMR and Environmental Responsible Person must retain records of any amendments and ensure that the most current version of any method statement is being used.

2.4 Contractor's Environmental Responsible Person

The Contractor shall appoint / designate an environmental responsible person to liaise with ACSA's AEMR and ensure that the requirements set out in this EMP are implemented. The Environmental Responsible Person shall:

- Develop a system to ensure that the EMP and Environmental Method Statements are effectively implemented;
- Audit this system so that he/she can demonstrate to the AEMR that the EMP and Environmental Method Statements are being effectively implemented;
- Ensure that Contractors staff, sub-contractors, suppliers etc. are aware of their requirements in terms of the EMP and that they adhere to the EMP.
- Ensure that responsible persons for sub-contractors or sub-contractors are designated to carry out the requirements of the EMP and Environmental Method Statements;
- Have sufficient authority to issue site instructions to the Contractors staff on their site.
- Ensure that the Contractor and his Subcontractors and his employees have received the appropriate environmental awareness training before commencing on site.
- Meet with the Contractor to discuss the implementation of and non-conformances with this document.
- Identify appropriate corrective action if non-compliance occurs or unforeseen environmental issues arise that require environmental management action.
- Keep a register of major incidents (spills, injuries, complaints, legal transgressions, etc.) and other documentation related to the EMP.
- Issue stop orders when required.
- Report to ACSA's AEMR any problems (or complaints) related to conformance with this document which cannot first be resolved in co-operation with the Contractor and/or his Subcontractors.
- Assist in finding environmentally acceptable solutions to construction problems.

2.5 ACSA's AEMR shall:

- Request, review and approve environmental method statements from the Contractor.
- Undertake regular inspections (at least monthly, and more frequently at the AEMR's discretion) of the site in order to check for compliance with method statements as well as specifications outlined in this EMP.
- Provide an audit report to the ACSA Project Leader.

3. Environmental Specifications

3.1 Location of camp and depot

- The Contractor's Camp and Materials Storage Area shall be located at a position approved by the AEMR. No site staff other than security personnel shall be housed on site.
- The Contractor shall provide water and/or washing facilities at the Contractor's Camp for personnel.
- The Contractor's Camp and Materials Storage Area shall be kept neat and tidy and free of litter.

3.2 Demarcation of the site & access

It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment, existing tenants, and other construction activities in the vicinity and public thoroughfares.

The Contractor shall demarcate the boundaries of the site in order to restrict his construction activities to the site. The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence the boundaries of the site at his own expense to the satisfaction of the AEMR.

Security and access to the site must be controlled at all times.

3.3 Traffic control & safety

Traffic control and safety shall be done in accordance with the South African Traffic Safety Manual, with the relevant signs, flagmen, barriers, etc. being provided at the various access points. Traffic control shall be done in co-operation with local traffic officials. All laws and regulations applicable on the public road system are enforceable on the construction site. Due to the activities involved in the construction phase, trucks and other related vehicles will be using the roads leading to the site. These vehicles will need to be roadworthy and abide by the speed limits. The Environmental Management Plan for the construction phase should monitor the impact on current traffic by additional construction vehicles to ensure noise, safety and dust issues are kept to a minimum.

3.4 Ablution facilities

The Contractor shall provide the necessary ablution facilities for all his personnel.

Chemical toilets shall be provided, with a minimum of one toilet per 15 persons. Toilets shall be easily accessible and shall be transportable. The toilets shall be secured to prevent them from blowing over, and shall be provided with an external closing mechanism to prevent toilet paper from being blown out. Toilet paper dispensers shall be provided in all toilets. Toilets shall be cleaned and serviced regularly by a reputable toilet servicing company. Toilets shall be emptied before long weekends and builders' holidays.

The Contractor shall ensure that chemicals and/or waste from toilet cleaning operations are not spilled on the ground at any time. Should there be repeated spillage of chemicals and/or waste (i.e. more than three incidents), the Contractor shall be required to place the toilets on a solid base with a sump at his own expense. Accumulations of chemicals and waste will have to be removed from the site and disposed at an approved waste disposal site or sewage plant.

Abluting anywhere other than in the toilets shall not be permitted. Repeated use of the veld or other areas for ablution purposes (i.e. more than three incidents) may result in the guilty party being given a spot fine. The Contractor shall also be responsible for cleaning up any waste deposited by his personnel.

3.5 Domestic waste water

Wastewater from any other ablution or kitchen facilities on site shall be discharged into a suitable conservancy tank. The Contractor shall be responsible for ensuring that the system continues to operate effectively throughout the project and that the conservancy tank is emptied as required during the project. The Contractor shall employ a suitable qualified sub-contractor or the local authority to empty the conservancy tank.

3.6 Environmental training

According to the National Environmental Management Act (107 of 1998), any costs incurred to remedy environmental damage shall be borne by the person responsible for that damage; it is therefore critical that the contractors read and understand the requirements of this document and any succeeding documents pertaining to environmental requirements before construction commences. It is a requirement of the act that everyone takes reasonable measures to ensure that they do not pollute the environment. Reasonable measures include informing and educating employees about the environmental risks of their work and training them to operate in an environmentally acceptable manner.

Training is fundamental to the successful implementation of the EMP. All personnel whose work may result in an impact on the environment must receive appropriate training in the environmental procedures to be followed. In this regard, the following must be fulfilled:

- All personnel working on the construction site must attend an environmental awareness training workshop conducted by the Environmental Responsible Person prior to commencing work on site. The purpose of the workshop is to provide staff with the information they require to enable them to meet the requirements of the EMP. The Environmental Responsible Person may call upon the services of a

specialist environmental education translator should this be required. Contractors, sub-contractors and all their staff must attend.

- The Environmental Responsible Person shall keep a register of all personnel attending the environmental awareness training workshops; attendance records must be filed and available on site.
- All staff must be trained in emergency response procedures; attendance records must be filed and available on site.
- Environmental awareness posters are to be displayed on site. Environmental 'do's and don'ts' must be clearly illustrated. The posters shall use pictures to convey the intended message and any explanatory text will be in English and the local dialect.

3.7 Solid waste management

- Solid waste includes construction debris (e.g. packaging materials, timber, cans etc.) waste and surplus food, food packaging etc.
- The Contractor shall institute an on-site waste management system that is acceptable to the AEMR in order to prevent the spread of refuse within and beyond the site. The Contractor is reminded that wind velocities on the construction site can be extremely high.
- All waste shall be collected and contained immediately. The Contractor shall institute a weekly clean-up of the site. This daily/weekly clean up shall be for the Contractor's account.
- The Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is essential. The bins shall be provided with lids and an external closing mechanism to prevent their contents from blowing out. The Contractor shall ensure that all waste is deposited by his employees in the waste bins for removal by the Contractor. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites.

Waste generated at the construction camps shall be separated into recyclable and non-recyclable waste, and shall be separated as follows:

- Hazardous waste (including used oil, diesel, petrol tins, paint, bitumen, etc.);
- Recyclable waste (paper, tins, glass);
- General waste; and
- Reusable construction material

Recyclable waste shall be deposited in separate skips/bins and removed off site for recycling. The Contractor may wish to enter into an agreement with the surrounding communities and/or his staff with regard to the collection and sale of recyclable and reusable materials.

Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s), and shall be clearly marked. If deemed necessary by the Environmental Responsible Person, the Contractor shall obtain the advice of a specialist waste expert concerning the storage of hazardous waste. Such waste shall be disposed of off-site by a specialist waste contractor, at a licensed hazardous waste disposal site. The Contractor shall keep documentary proof of the safe disposal of all waste, which will be available for audit at all times and will also include the waste type and volume.

The Contractor is advised that spot fines for littering have been included in this document. Offenders found littering will be liable for the spot fine.

3.8 Protection of fauna and flora

All fauna and flora (unless alien) within and around the site shall be protected. Birds and animals shall not be caught or killed by any means, including poisoning, trapping, shooting or setting of snares.

3.9 Protection of archaeological and palaeontological sites

If any possible palaeontological/archaeological material is found during excavations, the Contractor shall stop work immediately and inform the AEMR. The AEMR will inform the South African Heritage Resource Agency (SAHRA) and arrange for a palaeontologist/archaeologist to inspect, and if necessary excavate, the material, subject to acquiring the requisite permits.

3.10 Water pollution prevention & management

The Contractor shall prevent pollution of surface or underground water and shall comply with the Water Act, 36 of 1998, and any other national, provincial and local legislation regarding the prevention of water pollution, including the pollution of groundwater and any wetland on site.

The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities. Ground contamination may hinder or prevent the re-establishment of natural vegetation. The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week-ends and holidays.

Stormwater and/or groundwater may accumulate on site during the construction period and there is the potential for this water to be contaminated as a result of construction procedures. The Contractor shall ensure that this water does not become contaminated. Contaminated water (eg. cement washings, waste water from ablution or kitchen facilities etc.) shall be collected in a conservancy tank, removed from the site and disposed of in a manner approved by the AEMR.

3.11 Stormwater control

Contractors shall take reasonable measures to prevent erosion resulting from a diversion, restriction or increase in the flow of stormwater caused by the presence of their works, operations and activities. Any stormwater collected in bunded areas containing oils, fuels, chemicals or other potentially polluting substances shall be pumped out of the bund, collected in a suitable container and removed from the site for appropriate disposal.

Contractors shall provide adequate control measures to prevent stormwater damage and erosion during construction. Control measures should include the control by sumps and adequate pumping of water ingress into trenches below the water table. Stormwater should also be directed into attenuation ponds wherever possible. All methods of stormwater control during the construction phase are to be agreed and approved by the AEMR.

Berms and existing stormwater drainage systems shall be used to prevent surface run-off from entering site excavations.

3.12 Water resource management

Water is a scarce resource and shall be conserved wherever possible. The Contractor shall not waste water (e.g. water areas excessively etc.). All leaking water pipes are to be repaired or replaced immediately. The Contractor shall provide all drinking water and water for construction purposes. Water shall not be used unnecessarily.

3.13 Pollution prevention and remediation

The Contractor must ensure that all reasonable precautions are taken to prevent the pollution of the ground and water resources as a result of site activities. Pollution could result from the release, accidental or otherwise, of contaminated runoff from construction camps, discharge of contaminated construction water, chemicals, oils, fuels, sewage, run off from stockpiles, solid waste, litter, etc.

The first activity to be undertaken once a spill occurs is to terminate the source of the spill and contain the polluted area.

All fuel, oil or hydraulic fluid spills are to be reported to the Project Manager/ Engineer, Environmental Responsible Person and AEMR so that appropriate clean-up measures can be implemented.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site. Sufficient quantities of suitable hydrocarbon absorbent or remediation materials must be present on site at all times. Absorbent “spill-mop-up” products need to be on hand – Enretech, Spillsorb or Drizit type products should be investigated for these purposes.

Concrete-mixing equipment (mixers and the like) shall not be discharged overland. Such water shall be collected in a conservancy tank, removed from the site and disposed of in the correct manner. The Contractor may consider reusing such water for washing other concrete equipment to minimise the amount required to be removed off site.

The Contractor is advised that cement and concrete are regarded as highly hazardous to the natural environment on account of the very high pH of the material, and the chemicals contained therein. Therefore, the Contractor shall ensure that:

- concrete is mixed on mortar boards, and not directly on the ground;
- the visible remains of concrete, either solid, or from washings, are physically removed immediately and disposed of as waste. Washing the visible signs into the ground is not acceptable; and
- all aggregate is also removed.

Trucks delivering concrete shall not wash the trucks or the chutes on the site. All washing operations shall take place off site at a location where wastewater can be disposed of in the correct manner.

3.14 Servicing/fuelling of construction equipment

Servicing and fuelling should preferably occur off site.

However, if these activities occur on site, the Contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by the AEMR. All waste shall be collected and disposed of off-site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the AEMR. The Contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the Contractor shall ensure that he has Drizit pads (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

3.15 Fuels and Chemicals

The Contractor shall take all reasonable precautions to prevent the pollution of the ground and/or water resources by fuels and chemicals as a result of his activities.

The Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.

The Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing, and before long week-ends and holidays.

The Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.

Should the Environmental Responsible Person/AEMR and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the Contractor's account. Remedial action shall be approved by the AEMR and relevant authorities, if appropriate.

3.16 Fuel & Hazardous Materials Storage

Contractors shall identify fuels and hazardous substances to be stored on the site and shall ensure that they know the effects of these substances on their staff and the environment. The Environmental Responsible Person shall keep a copy of a fuels and hazardous substance inventory which shall be available on site.

Contractors shall ensure that the quantities of fuels and chemicals on site are appropriate to the requirements and are stored and handled so as to avoid the risk of spillage. All fuels, oils and chemicals shall be confined to a specific and secured area. These materials shall be stored in an area with a concrete or other impervious base, which is adequately bunded. The volume of the bund shall be two times the volume of the containers stored. Gas and fuel should not be stored in the same storage area, and any generators used on the site should also be placed on a bunded surface.

The Contractor shall be responsible for securing any permits / certificates that may be required in respect of fuel storage from the local authorities.

In addition, the following must be implemented:

- All fuel stores must be equipped with a fire extinguisher;
- Materials Safety Data Sheets must be available on site and filed accordingly.
- No vehicle servicing may take place on the site. Servicing of equipment that uses hydrocarbon fuels, oils, lubricants and other hazardous chemicals may only take place in the site camp under conditions approved by the AEMR;
- All fuels are to be stored within a lined / demarcated area in the Site Camp. No refuelling is to take place outside of this demarcated area unless authorised by the Environmental Responsible Person. Note that filling machinery in the field (on site) from canisters should be cleared with the Environmental Responsible Person and both a "no leak" funnel / pump and one of the above mentioned absorption products must be on hand in the event of such refuelling taking place.

3.17 Dust control

The Contractor shall be responsible for the continued control of dust arising from his operations, through measures including, but not limited to, spraying of water on bare areas, rotovating straw bales into the soil surface and the scheduling of dust-generating activities to times when wind velocity is low. Overhead sprayers shall not be used in windy conditions, because too much water will be lost to evaporation. The use of water carts is preferred.

3.18 Noise control

The Contractor shall take all reasonable precautions to minimise noise generated on site as a result of his operations, especially when working in areas or on activities that may impact on neighbouring land users.

The Contractor shall comply with the applicable regulations with regard to noise.

The Environmental Responsible Person and/or AEMR may inform adjacent land users, tenants and communities about the possibility of noise pollution and the approximate duration of the problem.

3.19 Emergency procedures

The Contractor shall ensure that emergency procedures are set up prior to commencing work. Emergency procedures shall include, but are not limited to, fire, spills, contamination of the ground, accidents to employees, use of hazardous substances, etc. Emergency procedures, including responsible personnel, contact details of emergency services, etc. shall be made available to all the relevant personnel and shall be clearly demarcated at the relevant locations around the site.

The Environmental Responsible Person shall advise the Contractor, PM and AEMR of any emergencies on site, together with a record of action taken.

3.19.1 Fires

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on site, and shall also comply with the requirements of the Occupational Health and Safety Act 85 of 1993.

No open fires shall be permitted on or off site. Closed fires or stoves shall only be permitted at designated safe sites in the construction camps. Fires shall also not be permitted near any potential sources of combustion, such as fuel stores, stockpiles of plant material etc.

The Contractor is advised that sparks generated during welding, cutting of metal or gas cutting can cause fires. Every possible precaution shall therefore be taken when working with this equipment near potential sources of combustion. Such precautions include having an approved fire extinguisher immediately available at the site of any such activities.

The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires, and for any costs relating to the rehabilitation of burnt areas.

No smoking will be permitted on the site except for within a designated area in the site camp. Suitable firefighting equipment must be readily available in this area.

The Contractor must ensure that the contact details of the nearest Fire Department are displayed on site (together with other emergency services) and that all persons involved with the project know the location of these numbers on site.

4. Site clearance and rehabilitation

4.1 Removal of topsoil

Following removal of vegetation from the site, all topsoil shall be removed (up to a maximum of 30 cm depth) and stockpiled for re-use in subsequent rehabilitation and landscaping activities. The stockpiles shall not be higher than 2 m in order to minimise composting. The stockpiles of topsoil shall be located in an area agreed with the AEMR.

4.2 Stabilisation of steep slopes

The disturbance of steep slopes, for example by the removal of vegetation, may result in slope instability and erosion by rain and surface run off. The Contractor shall ensure that slopes that are disturbed during construction are stabilised to prevent erosion occurring. Any erosion that does occur must be reinstated at the Contractor's cost.

4.3 Rehabilitation

The Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into open space or buffer zones, as well as all spoiling. The Contractor shall revegetate such areas in accordance with the specification provided below.

The Contractor shall stabilise, by straw rotovation or other, any areas that are cleared or disturbed for construction purposes which are not going to be incorporated into open space or buffer zones (i.e. areas that will be subsequently developed by another party).

All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site or on any other land not owned by ACSA.

4.4 Landscaping and preparation for re-vegetation

Areas that require reshaping shall be cut, filled and compacted so as to follow the contours of the surrounding landscape. Topsoil removed from the area initially shall be replaced. Care must be taken not to mix the topsoil with the subsoil during shaping operations. Should a crust form on the soil before revegetation is commenced, the Contractor shall, at his own cost, loosen the crust by scarifying to a depth of 150 mm.

5. Management and monitoring

This section focuses on the systems and procedures required to ensure that the environmental specifications are effectively implemented. Emphasis is on monitoring and penalties, aimed at ensuring compliance with this document.

5.1 General inspection monitoring and reporting

The Environmental Responsible Person shall:

- Inspect the site on a daily basis to ensure that the environmental specifications are adhered to.
- Maintain a record of major incidents (spills, impacts, complaints, legal transgressions etc.) as well as corrective and preventive actions taken.
- Conduct regular internal audits (at least weekly) to ensure that the system for implementation of the EMP is operating effectively and keep records of these audits.
- Conduct monthly meetings for the duration of the project. These will be attended by the Environmental Responsible Person, Contractors Resident Engineers and sub-contractor representatives, and will be minuted and available for audit. The agenda will cover compliance with the EMP and environmental method statements, results of audits, non-compliances and corrective and preventative actions with agreed dates, and environmental queries.

5.2 Penalties

Penalties may be imposed by the AEMR on Contractors who are found to be infringing these specifications. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall determine how to recover the fine from the relevant employee and/or sub-contractor. The Contractor shall also take the necessary steps (e.g. training) to prevent a recurrence of the infringement and shall advise the AEMR accordingly.

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

Penalties may range between R200.00 and R20, 000.00, depending upon the severity of the infringement. The decision on how much to impose will be made by the AEMR and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his own expense.

A preliminary list of infringements for which penalties will be imposed is as follows:

- Moving outside the demarcated site boundaries;
- Littering of the site and surrounds;
- Burying waste on site and surrounds;
- Smoking in the vicinity of fuel storage and filling areas and in any other areas where flammable materials are stored/used;
- Making fires outside designated areas;
- Defacement of natural features;
- Spillage onto the ground of oil, diesel, etc.;
- Picking/damaging plant material;
- Damaging/killing wild animals; and
- Additional fines as determined by the AEMR and added to this list.

The AEMR may also order the Contractor via the ACSA Project Leader to suspend part or all the works if the Contractor repeatedly causes damage to the environment by not adhering to the EMP. The suspension will be enforced until the offending actions, procedure or equipment is corrected. No extension of time will be granted for such delays and all costs will be borne by the Contractor.

Annex E: POPIA

CONFIDENTIALITY AND DATA PROTECTION

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

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

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

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

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

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

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

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Annex F: DRAWINGS

Layout of existing sewer sumps

