AIRPORTS COMPANY
SOUTH AFRICA

# REQUEST FOR PROPOSALS FOR INVESTIGATION, DESIGN AND SUPERVISION OF THE FIRE SYSTEMS AND DETECTION UPGRADE AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT FOR A PERIOD OF TWO (02) YEARS

| | | |
|---|---|---|
| **Bid Number:** | : | **PEA7363/2023/RFP** |
| **Issue Date** | : | **21 May 2024** |
| **Query Closing Date** | : | **24 May 2024@ 16:00PM** |
| **Briefing Session** | : | **31 May 2024@ 11:00AM** |
| **Bid Closing Date and Time** | : | **02 July 2024@ 12:00 PM** |

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




Confidential

# 1. SECTION 1: INSTRUCTIONS TO BIDDERS

## 1.1. Access to RFP documents

Tenders are available on www.etenders.gov.za and www.airports.co.za. Kindly print and complete.

**Submission of bid documents**

The envelopes containing bid documents must have on the outside, the bidder's return address, the full description of the bid, bid number and the details of the Supply Chain Management department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder's stamp as proof that the bidder has read the bid documents. Bid documents must be submitted on or before **12:00 (PM) on 02 July 2024** using the following method(s):

**Location of tender box:**

**ACSA Aeropark Office Block A,**
**First floor,**
**Allister Miller Drive,**
**Walmer**
**Chief Dawid Stuurman International Airport, Gqeberha 6501**

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

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

## 1.2. Late Bids

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

## 1.3. Clarification and Communication

| | |
|---|---|
| Name: | Mochaki Monyela |
| Designation: | Senior Buyer |

Email: **mochaki.monyela@airports.co.za**

1.3.1. Request for clarity or information on the bid may only be requested until **24 May 2024@ 16:00PM**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal/Bid /Information invitation.

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

## 1.4. Compulsory Briefing Sessions

A compulsory clarification meeting with representatives of the Employer will take place on **31 May 2024** on Friday starting at **11:00am**. The session will be held at the following location:

Compulsory Tender Briefing Session

Briefing Date: 31 May 2024

Briefing Time: 11H00 AM (South African Time)

Briefing Venue: PLZ Main Boardroom, ACSA Aeropark Office Block A, Allister Miller Drive, Walmer, Chief Dawid Stuurman International Airport, Gqeberha 6501

## 1.5. Bid Responses

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

## 1.6. Disclaimers

It must be noted that ACSA reserves its right to:

1.6.1. Award the whole or a part of this bid;

1.6.2. Split the award of this bid;

1.6.3. Negotiate with all or some of the shortlisted bidders;

1.6.4. Award the bid to a bidder other than the highest scoring bidder where objective criteria allows;

1.6.5. To reject the lowest acceptable bid received; and/or

1.6.6. Cancel this bid.

1.7. **Validity Period**

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

1.8. **Confidentiality of Information**

1.8.1. ACSA will not disclose any information disclosed to ACSA through this bid process to a third party or any other bidder without any written approval form the bidder whose information is sought. Furthermore,

1.8.2. ACSA will not disclose the names of bidders until the bid process has been finalised.

1.8.3. Bidders may not disclose any information given to the bidders as part of this bid process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the bid, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.9. **Hot – Line**

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

Airports Company South Africa TIP-OFFS ANONYMOUS

Free Call: 0800 00 80 80 or 086 726 1681

Email: **office@thehotline.co.za**

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

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

There was an investigation conducted (report attached) on the fire detection system at Chief Dawid Stuurman International Airport to test the functionality of the detection system and adequacy thereof. The study was at the back of an insurance audit fire Engineers who recommended that a fire risk assessment be carried out to determine the exposure to risk of various facilities. It was discovered that the detection system was not installed in some areas (retail space and the kitchens), the fire panel not programmed, suspected damaged fire cable connecting the smoke detectors to the fire panel, inadequate foam suppression at the Fuel depot facilities etc.

This poses a risk to all stakeholders and the Airport Infrastructure in General as potential fire cannot be detected and extinguished in time.

The car rental facilities at Chief Dawid Stuurman International Airport is not equipped with fire detection and suppression system, the only protection in this area is the hand-held fire extinguishers. This poses a risk to the operations in this area as both infrastructure and passengers are exposed to the risk.

To address the above risks, a professional services company will be sourced to investigate the entire fire systems at the CDSIA airport and develop a design for implementation.

## 2.2 Scope of Work (SOW)

### 2.2.1 Description of Works

Chief Dawid Stuurman International (CDSIA) airport has fourteen (14) installed Fire Detection System (FDS) panels. The fire detection system was installed at CDSIA in 2004. The system make is Ziton ZP3 and manufactured in South Africa. The installation of an addressable fire detection system is compliant with SABS and SANS 10139:2007 and the South African Building Regulations. FDS is the automatic system used to detect fire, smoke or both through fire detectors, such as smoke or heat sensors. Manual fire alarms are activated with manual call points when the visual smoke or fire is identified.

The FDS is made up of the following:

- Fire alarm panel - 4- loop
- Detectors and bases – Optical Smoke Detector & Heat Detector
- Call points – Break Glass Unit/Manual Call Point
- Sounders, siren and flashers – Loop Sounder & sounders
- Power supply accessories (fire alarm batteries)
- System Network - Optic fibre and RS 485

The Gas Suppression System is made of the following:

- Gas cylinders (FM 200)
- Gas Control Unit (GCU)
- Heat Detectors
- Optical Smoke Detectors
- Power Suppliers
- Fire Curtains
- Control trigger relays
- Manual Activation Points
- Visual and Audible Alarms

**Objectives:**

The Engineering Professional Services that are required for the Fire Detection System Replacement Project at CDSIA are the following:

- Develop a full Scope Of Work for the Fire Detection System Replacement at CDSIA
- Design, Procurement and Project management
- Develop the project plan and implementation methodology.
- Draft the Fire detection system specification and form part of the ACSA TPEC
- Commissioning of the new system
- Provide and update the existing as built drawings.
- Convene chair and minute meetings with the client and consultants as and when required.
- All designs should comply with SANS standards and all applicable standards.

## 2.3 Equipment Specification/ Service Description

The professional services are consultant services in electrical engineering for the replacement of fire detection system at Chief Dawid Stuurman International airport, the documentation, contract administration and site supervision of the construction of the project.

The services required for this project are as agreed during the project handover meeting.

The broad scope of services and activities shall be in accordance with relevant sections of the Guideline for Services and processes for estimating fees for persons Registered in terms of the Act, 2000 (Act No. 46 of 2000), and as amended by the specific project requirements.

The Scope of Work will cover the following:

- Design, procurement and project management of the Fire Detection system and Gas Suppression System Replacement at CDSIA.
- Provide stage 3 to stage 9 professional service for the replacement of the Fire Detection System and Gas Suppression System at CDSIA
- Develop the project plan and implementation methodology.
- Draft the Fire Detection System tender specification and form the part of ACSA TPEC (Tender Preparation and Evaluation Committee)
- Project manage the procurement and installation of Fire Detection System and Gas Suppression System
- Commissioning of the new equipment
- Provide as built drawings accordingly.
- Provide training to the user and the maintenance personnel.
- Convene, chair and minute meetings with the Client and Contractors as and when required.
- Construction Monitoring and co-coordinating information supplied by Contractor as agreed at meetings.
- Preparation of documentation schedules, to be agreed with Contractors.
- All designs should comply with SANS standards and applicable prescribed standards.
  Bidder to submit the project milestone or Gantt chart indicating key project milestones with all relevant returnable schedules.

Deliverables:

- Specifications.
- Project management and delivery co-ordination.
- Design, working and As built drawings.
- Budget construction cost and predicted cash flows.
- Tender documentation.
- Tender evaluation report and Tender recommendations.
- Priced contract documentation.
- Construction instructions and variation orders, approval and issuing of payment certificates.
- Project progress reporting and project close off report, practical completion and defect list compilation.
- Operations and maintenance manuals, guarantees and warranties.
- Fully interconnected Fire Detection System Panels via the approved network systems
- Full remote control and monitoring for all Fire Detection system panels in the Fire & Rescue building. Provide the monitoring system at IMC Helpdesk.
- Fully real time monitoring of the whole Fire Detection System and Gas Suppression System
- Update of the fire rational design

The scope of services will divide into the following components:

**Stage 3: Detailed Design**

- Design development drawings (Technical Details)
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs

**Stage 4: Documentation**

- Specifications
- Services co-ordination
- Working drawings
- Budget Construction costs
- Tender documentations
- Tender evaluation report
- Tender recommendations
- Priced Contract documentation

**Stage 5: Contract Administration and inspection**

- Schedules of predicted cashflows
- Construction documentation
- Drawing register
- Estimates for proposed variations.
- Contract instructions
- Level 1 Construction Monitoring
- Financial control reports
- Evaluations for payment corticates
- Progressive and draft final accounts
- Practical completion and defect list
- Installation Certificate

**Stage 6: Close out**

- Evaluation of payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentations
- Final Accounts

**Design Specification/Standards**

- SANS 10142 Part 1,
- SANS 10139 Part 1,
- SANS 10139 Part 2,
- SANS 10400 Part T,
- SANS 14520 Part 1 – 15,
- SANS 306-4,
- ISO 9001, and
- OEM Maintenance Manuals.

## 2.4 Pricing Schedule

Please refer to C2.2 Bill of Quantities (Part C2) on page 83 of 113 of the contract.

# SECTION 3: EVALUATION CRITERIA

### 3.1 Evaluation Criteria

3.1.1 ACSA will use a pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider ***mandatory administrative, functionality/ Price and Preference, objective criteria.*** During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. **Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the bid process**.

3.1.2 The requirements of any given stage must be complied with prior to progression to the next stage. ACSA reserves the right to disqualify bidders without requesting any outstanding document/information.

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

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

***If Deemed Necessary***

### 3.3 Mandatory Requirements

| |
|---|
| 3.3.1 Completed in full and signed Form of offer C1.1. Page 57 of Contract Data |
| 3.3.2 Bidders must complete, sign and acknowledge Bidder’s Disclosure form SBD4 |
| 3.3.3 Bidders must attend a compulsory site briefing session. Proof of attendance will be attendance register. |
| 3.3.4 Valid Letter of Good standing with workman’s compensation commissioner COIDA |

### 3.4 Functionality

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

**3.4.1 Functionality Criteria** The functional evaluation will be based on a threshold, where bidders fail to achieve a minimum of **60** points on the functional stage and also fail to meet the minimum points on each criterion or sub criteria will not be considered further in the evaluation. The thresholds on each element of the evaluation are as follows:

| Description of quality criteria | WQ | Sub criteria<br>Quality Score | Max Score | Minimum Threshold |
|---|---|---|---|---|
| Tenderer's resource proposal | **50** | Qualifications | 25 | 15 |
| | | Year of experience in similar works | 25 | 15 |
| References and experience | **50** | At least one (1) references | 20 | 12 |
| | | Company Experience | 30 | 18 |
| **Total** | | | **100** | **60** |

**Functionality breakdown:**

**Qualifications -25** (Proof of qualification should be attached to the resource's CV's for evaluation purposes. The resources CV's should clearly state the role assigned for this project. The proposed resources qualification should be in the field of mechanical/electrical/electronic. The proposed resources organogram and their role in this project should be attached to this proposal. Proposed resources refers to key resources that will be directly involved in the designing and signing off the design.

**Note:** Proposed resources score will be evaluated individually and the average points scored will be used as the final score.

| Proposed Resources' Qualification (25) | Max | Min |
|---|---|---|
| Proposed resources do not have qualifications in the disciplines mentioned above. = [0] | **25** | **15** |
| Proposed resources have qualifications in the above-mentioned disciplines at the lower level than university of technology level = [0]<br><br>Proposed resources have qualifications in the above-mentioned disciplines at the university of technology level. = [8]<br><br>Proposed resources have qualifications in the above-mentioned disciplines at the university level. = [10] | | |

| | | |
|---|---|---|
| | | |
| Proposed resources are professionally registered with the Engineering Council of South Africa in the above-mentioned disciplines as a technologist or technician and SAQCC accredited [7]<br><br>Proposed resources are professionally registered with the Engineering Council of South Africa in the above-mentioned disciplines as an engineer and SAQCC accredited [15] | | |

**Years of Experience – 25** (Proof of relevant experience (provision of professional services for: designing of fire: suppression system/ sprinkler system/ provision of fire protection equipment/ fire prevention for emergency evacuation routes/ detection system/ central fire control system) should be reflected in the resources' CV's for evaluation purposes)

**Note:** Proposed resources score will be evaluated individually and the average points scored will be used as the final score.

| Proposed Resources' Experience | Max | Min |
|---|---|---|
| The proposed resource has not done projects involving the relevant works as detailed above = [0] | 25 | 15 |
| The proposed resource has done projects involving designing of: provision of professional services for: designing of fire: suppression system/ sprinkler system/ provision of fire protection equipment/ fire prevention for emergency evacuation routes/ detection system/ central fire control system= [15] | | |
| The proposed resource has done projects involving designing of: provision of professional services for: designing of fire: suppression system and sprinkler system/ provision of fire protection equipment/ fire prevention for emergency evacuation routes/ detection system/ central fire control system. = [25] | | |

**References – 20**

The Suppliers should provide proof of at least one (1) company references of similar works (provision of professional services for: designing of fire: suppression system/ sprinkler system/ provision of fire protection equipment/ fire prevention for emergency evacuation routes/ detection system/ central fire control system) previously done.

| References (20) | Max | Min |
|---|---|---|
| No Reference Provided =0 | 20 | 12 |
| 1 Reference = 12 | | |
| 2 References = 15 | | |

| | | |
|---|---|---|
| > 3 References = 20 | | |

**Company Experience– 30**

The Tenderer should provide proof of similarity in the works (provision of professional services for: designing of fire: suppression system/ sprinkler system/ provision of fire protection equipment/ fire prevention for emergency evacuation routes/ detection system/ central fire control system) previously maintained facilities and the frequency of services conducted.

| Company Experience (30) | Max | Min |
|---|---|---|
| The Company has not done relevant works as detailed above = [0] | 30 | 18 |
| The Company has done project relating to designing of: provision of professional services for: designing of fire: suppression system/ sprinkler system/ provision of fire protection equipment/ fire prevention for emergency evacuation routes/ detection system/ central fire control system= [18] | | |
| The Company has done project relating to designing of: designing of fire: automatic suppression system, provision of fire protection equipment and emergency evacuation routes = [25] | | |
| The Company has done project relating to designing of: provision of professional services for: designing of fire: suppression system, sprinkler system, provision of fire protection equipment, fire prevention for emergency evacuation routes, detection system and central fire control system) = [30] | | |

**3.5.1. Price and Preference**

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

80/20

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

Where:

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

**Evaluation of Preference**

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

Paste applicable goal here:

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

### 3.5.2. Objective Criteria

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

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

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

The promotion of South African owned enterprises.

# 3.5.3. SECTION 4: RETURNABLE DOCUMENTS

4.1 Mandatory Returnable documents

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

| MANDATORY RETURNABLE DOCUMENTS AND INFORMATION | SUBMITTED [Yes or No] |
|---|---|
| Completed in full and signed Form of offer C1.1. Page 57 of Contract Data | |
| Bidders must complete, sign and acknowledge Bidder's Disclosure form SBD4 | |
| Bidders must attend a compulsory site briefing session. Proof of attendance will be attendance register. | |
| Valid Letter of Good standing with workman's compensation commissioner COIDA | |
| *SBD 6.2 Declaration for local content and production for PPPFA designated sectors* | N/A |

4.2 Other Returnable Documents and information

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

| OTHER RETURNABLE DOCUMENTS AND INFORMATION | SUBMITTED [Yes or No] |
|---|---|
| *Declaration of Interest Form and Politically Exposed Persons* | |
| *SBD 6.1 Preference Points Claim Form* | |
| *BEE Certificate and Scorecard or BBBEE QSE/EME Affidavit* | |

| | |
|---|---|
| *Verifiable medical certificate of report as proof of disability (For preference claims)* | N/A |
| *Tax Pin number (ACSA may not award to a bidder whose tax affairs have not been declared to be in orders by SARS)* | |
| *Names and identity numbers of Directors, / Trustees / Members / Shareholders and Senior management* | |
| *Certificate of Incorporation of the bidding entity showing ownership split* | |
| *Central Supplier Database Report (CSD)* | |

4.3 Validity of submitted information.

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

# SECTION 5: RETURNABLE DOCUMENTS

## Certificate of Attendance of the Compulsory Briefing Session

This is to certify that

I, ……………………………………………………………………………………………….........
..................

Representative of (tenderer)……………………………………………………………………………

…………………………………………………………………………………………………………
……………….

of (address)……………………………………………………………………………………………
………………

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……………..

| | | | |
|---|---|---|---|
| Signed | | Date | |
| Name | | Position | |
| Tenderer | | | |

Signed by ACSA Representative:

Name: ……………………………………………………………………………………

## 5.1 DECLARATION OF INTEREST AND POLITICALLY EXPOSED PERSONS FORM

### Making a Declaration

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

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

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

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

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

Full name of the bidder or representative of the bidding entity ______________________________

Identity Number ______________________________

Position held in the bidding entity ______________________________

Registration number of the bidding entity ______________________________

Tax Reference number of the bidding entity ______________________________

VAT Registration number of the bidding entity ______________________________

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

| | |
|---|---|
| Signature | Date |
| Position | Name of bidder |

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

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 consortium[2] 2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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.

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

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

| | |
|---|---|
| ……………………………… | ..…………………………………………… |
| Signature | Date |
| ……………………………… | ……………………………………………… |
| Position | Name of bidder |

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

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

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

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**1. GENERAL CONDITIONS**

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals / Preference .

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

| | | |
|---|---|---|
| Ps | = | Points scored for price of 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**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \text{ or } \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

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 | Number of points allocated | Number of points claimed | Number of points claimed |
|---|---|---|---|---|

| | (90/10 system) (To be completed by the organ of state) | (80/20 system) (To be completed by the organ of state) | (90/10 system) (To be completed by the tenderer) | (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| 51% owned by Black male and Black women and Black youth and People living with disabilities | 10 | 20 | | |
| 51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved) | 8 | 15 | | |
| 51% owned by Black male or Black women or Black youth or People living with disabilities | 6 | 10 | | |
| Less than 51% owned by Black male, Black women, Black youth, People living with disabilities | 4 | 5 | | |
| Other | 0 | 0 | | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

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

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

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

(e) forward the matter for criminal prosecution, if deemed necessary.

……………………………………….

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

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

**DATE:** ……………………………………………………….

**ADDRESS**: ……………………………………………………….

……………………………………………………….

……………………………………………………….

……………………………………………………….

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

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

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

1. **General Conditions**

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

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

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

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

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

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

Where

x	is the imported content in Rand

y	is the bid price in Rand excluding value added tax (VAT)

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

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

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

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

Description of services, works or goods | Stipulated minimum threshold

*xxxxx* ___ *xx%*

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

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

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

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

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

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

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

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

**LOCAL CONTENT DECLARATION**

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

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

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

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

NB

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

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

I, the undersigned, …………………………................................................... (full names),

do hereby declare, in my capacity as ……………………………………… ………..

of .........................................................................................................(name of bidder entity), the following:

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

(b) I have satisfied myself that:

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

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

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

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

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

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

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

**SIGNATURE:** _______________________ **DATE:** ___________

**WITNESS No. 1** _______________________ **DATE:** ___________

**WITNESS No. 2** _______________________ **DATE:** ___________

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

between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

(Registration No. 1993/004149/30)

**("Airports Company")**

of

Western Precinct, Aviation Park

O.R. Tambo International Airport

1 Jones Road

Kempton Park

1632

**AND**

**[NAME OF SERVICE PROVIDER]**

(Registration No: _______________________)

**("_________________")**

of

[Service Providers Address]

1. **INTERPRETATION**

In this agreement -

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

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

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

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

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

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

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

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

but does not include information which -

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

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

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

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

is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);

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

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

1.3 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;

1.4 “receiving party” – the party receiving confidential information in terms of this agreement;

1.5 “the parties” – the Airports Company and __________________________**.**

2. **INTRODUCTION**

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

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

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

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

**3 USE OF CONFIDENTIAL INFORMATION**

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

**4 NON-DISCLOSURE**

4.1 THE RECEIVING PARTY undertakes that –

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

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

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

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

4.1.5 the receiving party shall have procured that the representative, affiliate or consultant to whom or to which such information is disclosed or made available shall have agreed to be bound by all the terms of this agreement, and, in such event, the receiving party hereby indemnifies the disclosing party against any loss, harm or damage which it may suffer as a result of the unauthorised disclosure of confidential information by a representative, affiliate or consultant.

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

5. **COPIES**

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

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

5.2.1 where copies of the confidential Information are held;

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

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

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

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

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

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

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

7. **DURATION**

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

7.2 This agreement shall remain in force for a period of **5** years ("the term"), or for a period of one (1) year from the date of the last disclosure of confidential information to the receiving party, whichever is the longer period, whether or not the parties continue to have any relationship for that period of time.

8. **TITLE**

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

8.1.1 to be proprietary to the disclosing party; and

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

9. **RELATIONSHIP BETWEEN THE PARTIES**

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

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

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

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

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

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

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

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

11. **DOMICILIUM**

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

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

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

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

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

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

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

12. **GENERAL**

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

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

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

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

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

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

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

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

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


Confidential

**SIGNED at ____________________ on ________________day of ________________202___**

________________________________

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

the signatory warranting that he is duly authorised thereto.

Name: ________________________

Designation: ___________________

**AS WITNESSES**

1. ___________________________________

2. ___________________________________

SIGNED at ____________________ on ________________day of ________________202___

_____________________________

**[NAME OF SERVICE PROVIDER]**

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

Name: ___________________________

Designation: _____________________

**AS WITNESSES**

1. ______________________________________

2. ______________________________________

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

TO: Airports Company South Africa SOC Limited (ACSA)

Airports Company South Africa Limited.

Proposal No: ________________________________

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

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

**2. Proposal Certification**

We hereby submit a Proposal in respect of the [**Provision of Hygiene Services for a Period of five (05) years]** in accordance with Airports Company South Africa's requirements.

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

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

| | | | | | | |
|---|---|---|---|---|---|---|
| Thus done and signed at | | on this the | | day of | | 202 |

| | |
|---|---|
| Signature: | |
| Name: | |

For and behalf of:

| | |
|---|---|
| Bidding entity name: | |
| Capacity: | |

**FORM 5.6: POPIA ANNEXURE:**

**CONFIDENTIALITY AND DATA PROTECTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 1. SIGNATURES

**FOR AIRPORTS COMPANY SOUTH AFRICA**

THUS DONE AND SIGNED AT ______________________ON THIS________DAY OF _______________2022.

______________________________

**FOR SERVICE PROVIDER**

THUS DONE AND SIGNED AT ______________________________ON THIS____________DAY OF _____________________2022.

# AIRPORTS COMPANY SOUTH AFRICA

**PROJECT NUMBER: 5204 and 4695**

---

**PROVISION OF PROFESSIONAL SERVICES**
**FOR THE**
**DESIGN OF THE FIRE DETECTION SYSTEM**
**AT**
**CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT**

---

## NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

**Between** **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at: Chief Dawid Stuurman International Airport**

(Registration Number: 1993/004149/30)

and ..........................................................................

(Registration Number: .............................................)

for **THE DESIGN AND UPGRADING OF THE FIRE DETECTION SYSTEM AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT.**

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# Contents

# Part C1: Agreement and Contract Data

# 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 procurement of:

**THE PROVISION OF PROFESSIONAL SERVICES FOR THE DESIGN AND UPGRADING OF THE FIRE DETECTION SYSTEM AT CHIEF DAWID STUURMAN 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.

The tenderer, identified in the Offer signature block, has examined the contract as listed in the Acceptance section and agreed to provide this Offer.

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 **Consultant** 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;**

**R ……………………………………………………………… including VAT** (in figures)

**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 **Consultant** in the *conditions of contract* identified in the Contract Data.

| | | |
|---|---|---|
| Signature(s) | | |
| Name(s) | | |
| Capacity | | |
| **For the tenderer:** | | |
| | *(Insert name and address of organisation)* | |
| Name & signature of witness | | 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 **Consultants** 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 |

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 a copy of this document which contains the Employer's signature, including the Schedule of Deviations (if any). Unless the tenderer (now **Consultant)** within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) ........................ ........................

Name(s) ........................ ........................

Capacity ........................ ........................

**for the Employer**

**Airports Company South Africa**
**Chief Dawid Stuurman International Airport**
Allister Miller Drive
Walmer
Private Bag X109
Gqebera
6001

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

| | **<u>For the Employer</u>** | **<u>For the Bidder</u>** |
|---|---|---|
| Signature (s) | | |
| Name (s) | | |
| Capacity | | |
| **Name and Address** | **Airports Company South Africa**<br>**Chief Dawid Stuurman International Airport**<br>Allister Miller Drive<br>Walmer<br>Private Bag X109<br>Gqebera<br>6001 | |
| Name & Signature of witness | *(Insert name and address of organisation)* | *(Insert name and address of organisation)* |
| Date | | |

# Part C1.2a Contract Data

## Part one – Data provided by the *Employer*

The Conditions of contract are selected from the NEC3 Professional Services Contract, April 2013.

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

## Part One - Data provided by the *Employer*

| 1 | **General** |
|---|---|

The *conditions of contract* are the core clauses and the clauses for Main Option:

**P: Percentage Based Contract** based on cost of works according to the relevant Government Gazette Guidelines and Processes for Estimating Fees for Professionally Registered persons according to the built environment councils, in Terms of the Board Notice 138 of **2015** of ECSA (Guideline for Services and Processes for Estimating Fees for Persons in Terms of the Engineering Profession Act" relevant act.

**Dispute resolution Option clause: W1**

**Secondary Options (incorporating amendments)**

**X2 Changes in the law**

**X7 Delay damages**

**X9 Transfer of rights**

**X10 Employer's *Agent***

**X11 Termination by the Employer**

**X18: Limitation of liability**

**Z: *Additional conditions of contract***

of the NEC3 Professional Services Contract, April 2013.

Documents produced shall align with the 9 Gates of the FIPDM. The project shall follow the ECSA 6 project stages indicated below:

| ***Project stage*** | | **Key deliverable at end of each stage as described in the Scope and accepted by the *Employer*** |
|---|---|---|
| **No** | **Description** | |
| 1 | Inception | Review the proposed construction locations to develop alternative designs and associated costs for the client to evaluate and decide on the preferred alternative. |
| 2 | Preliminary Design | Preliminary Design, first draft of drawings and Concept Report – for comment and approval. |
| 3 | Detailed Design | Design Development Report, ACSA Stage 3 Report – for approval |
| 4 | Documentation and Procurement | Completed Documentation and Procurement<br>Bill of Quantities, Scope of Work, Activity Schedule for Construction Works, Quality of Work management system, Tender Scorecard Matrix (to use during evaluation), Financial forecast, Project Program, etc. |
| 5 | Contract Administration and Inspection | Construction works capable of being used by the *Employer* as intended. Project Site Monitoring - Constant review of work procedures and materials for compliance to plans, |
| 6 | Close-out | As Built and operations and maintenance manuals.<br>Final approval Certificates signed by all parties and project documentation submitted into the *Employer* |

10.1 The *Employer* is: Airports Company South Africa SOC, Chief Dawid Stuurman International Airport

Address:
**Airports Company South Africa**
**Chief Dawid Stuurman International Airport**
Allister Miller Drive
Walmer
Private Bag X109
Gqebera
6001

Tel No: 041 507 7230

11.2(9) The *services* are: Provision of Professional Services for the design of the Fire simulator drainage system at East London Airport.

11.2(10) The following matters will be included in the Risk Register

- Environmental Safety Risks at the construction works
- Construction Safety Issues on the Airside.
- Access to Site, Permit to Work, Occupational Health and Safety
- Statutory approvals and ACSA approvals
- Site Constraints and Constructability
- Impact on Operations and Stakeholder Management

11.2(11) The Scope is in the document called Part C3: Scope of Work

12.2 The *law of the contract* is the law of the Republic of South Africa

13.1 The *language of this contract* is English

13.3 The *period for reply* is 7 calendar days

13.6 The *period for retention* is 5 year following Completion or earlier termination

**2 The Parties' main responsibilities**

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

| **access to** | ***access date*** |
|---|---|

| | | | |
|---|---|---|---|
| | **1** | Relevant Engineering, Operational and Maintenance Personnel of ACSA | Upon award of the project(s) |

| | |
|---|---|
| **3** | **Time** |
| 31.2 | The *starting date* is at the complete signing of the contract by both parties |
| 11.2(3) | The *completion date* for the whole of the *services* is one year after the completion of Construction Works |
| 11.2(6) | The *key date*s and the *condition*s to be met are: |

| | ***Condition* to be met** | ***key date (estimated duration)*** |
|---|---|---|
| **1** | Inception Stage | Allow 1 month |
| **2** | Preliminary design stage (including investigations) | Allow 1 month |
| **3** | Detailed design stage | Allow 2 months |
| **4** | Documentation and Procurement | Allow 3 months |
| **5** | Contract Administration and Inspection | Allow 5 months |
| **6** | Project Close-out | Allow Defects Liability Period |

| | |
|---|---|
| 31.1 | The *Consultant* is to submit a first programme for acceptance within 2 weeks of the Contract Date. |
| 32.2 | The *Consultant* submits revised programmes at intervals of 4 weeks. |
| **4** | **Quality** |
| 40.2 | The quality policy statement and quality plan are provided within 2 weeks of the Contract Date. |
| 41.1 | The *defects date* is 52 weeks after Completion of the whole of the *service*s. |
| **5** | **Payment** |
| 50.1 | The *assessment interval* ends and starts at 12h00 on the 25$^{th}$ day of each successive month. |
| 51.1 | The period within which payments are made is 4 weeks, after the receipt of the tax invoice. |
| 51.2 | The *currency of this contract* is the South African Rand (ZAR). |
| 51.5 | The *interest rate* is<br>the prime lending rate of Standard Bank at any given time |
| **6** | **Compensation events** |
| | No data required for this section of the *conditions of contract*. |
| **7** | **Rights to material** |
| | No data required for this section of the *conditions of contract*. |
| **8** | **Indemnity, insurance and liability** |
| | For additional insurance provisions - Refer to Part C1.4: ACSA Insurance Clauses for Capex Projects |
| 81.1 | The amounts of insurance and the periods for which the *Consultant* maintains insurance are |

| **Event** | **Cover** | **Period following Completion of the whole of the services or earlier termination** |
|---|---|---|

| | | |
|---|---|---|
| failure by the *Consultant* to use the skill and care normally used by professionals providing services similar to the *service*s | - Consultant to submit Insurance Certificate of Professional Indemnity Insurance Cover of R 5 Million | Minimum 4 years |
| death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | Consultant to submit Insurance Certificate of Insurance for Public Liability Insurance Cover for R10 Million | Minimum 4 years |
| death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract | As prescribed by the Compensation for Occupational Injuries and Diseases Act 130 of 1993 | 3 years |

The Employer takes out insurance in excess to the insurance cover taken by the Consultant and additional insurance cover, and the Consultant becomes liable for the deductibles in the event of an insurance claim made under the insurance of the Employer.

In the event where the Consultant defaults in its insurance obligations, the Employer may take insurance on its own and then deduct the monthly premiums from the Consultant, and the Consultant further responsible for any deductibles in the event of an insurance claim.

| | |
|---|---|
| **82** | **Limitation of liability** |
| 82.1 | The Consultant's total direct liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to 100% of the Total of the Prices and applies in contract, delict and otherwise to the extent allowed under the law of the contract.<br><br>The excluded matters are obligations and amounts payable by the Consultant as stated in this contract for<br>• Delay damages,<br>• Consultant's share if Option C applies,<br>• An infringement by the Consultant of the rights of Others,<br>• Loss or damage to third party property,<br>• Death of or bodily injury to a person other than an employee of the Consultant, and<br>• Insurance obligations of the Consultant. |
| 82.2 | Subject to other provisions of this contract, the Consultant's liability to the Employer is limited to that proportion of Employer's losses for which the Consultant is responsible under this contract. |
| **9** | **Termination** |
| | Refer to Secondary Option Clause X11. |
| **10** | **Data for main Option clause** |
| | Refer to Z clause 1 |
| 21.3 | The *Consultant* prepares forecasts of the total of the *expenses* at intervals of no longer than 4 weeks. |
| **11** | **Data for Option W1** |
| W1.1 | The *Adjudicator* is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Adjudicators provided under the relevant Z clause |
| W1.2(3) | The *adjudicator nominating body* is the current Chairman of the Johannesburg Advocates' Bar Council. |
| W1.4(2) | The *tribunal* is Arbitration |
| W1.4(5) | The *arbitration procedure* is as set out in the Short the Rules for The Conduct of Arbitrations 2013 Edition, 7th Edition Rules of The Association of Arbitrators (Southern Africa).<br><br>The place where arbitration is to be held is Cape Town, South Africa.<br><br>The *Arbitrator* is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the *arbitration procedure* does not state who selects an arbitrator.<br>The Arbitrator nominating body is the Chairman of the Johannesburg Bar Council. |
| **12** | **Data for Secondary Option clauses** |
| **X7** | **Delay Damages** |
| | **Delay damages for each section of the work are**<br>Amount per day is 2%, to the maximum of 10% of the Contract value in relation to the Total of the Prices at completion date. |
| **X10** | **The *Employer's Agent*** |
| X10.1 | The *Employer's Agent* is<br><br>Name: Mr Mandla Hadebe |

Address:
**Airports Company South Africa**
**Chief Dawid Stuurman International Airport**
Allister Miller Drive
Walmer
Private Bag X109
Gqebera
6001

The authority of the *Employer's Agent* is Project Manager.

| | |
|---|---|
| **X11** | **Termination by Employer** |
| **X11.1** | The Employer may terminate the Consultant's obligation to Provide the services for a reason not stated in this contract by notifying the Consultant. |
| **X18** | **Limitation of liability** |
| X18.1 | The Consultant's liability to the Employer for indirect or consequential loss is Nil<br>The Employer's liability to the Consultant for indirect or consequential loss is Nil<br>The total Direct liability does not exceed 100% of the contract value cumulative total for either party |
| X18.2 | The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is limited to the Total of the Prices. |
| X18.3 | The end of liability date is 3 years after Completion of the whole of the services. |
| | **ADDITIONAL CONDITIONS OF CONTRACT** |

Z1 **Estimation of fees**

It is specifically recorded that the fees charged by the consultant for services rendered in connection with and/or under this Contract shall be in terms of: Board Notice 138 of 2015 of ECSA (Guideline for Services and Processes for Estimating Fees for Persons in Terms of the Engineering Profession Act" latest edition).

Z2 **Tax invoices**

**The *Consultant*'s invoice.**

Delete the first sentence of core clause 50.2 and replace with:

Invoices submitted by the *Consultant* to the *Employer* include
- the details stated in the Scope to show how the amount due has been assessed, and
- the details required by the *Employer* for a valid tax invoice.

Delete the first sentence of core clause 51.1 and replace with:

Each payment is made by the *Employer* within four weeks of receiving the *Consultant*'s invoice showing the details which this contract requires or, if a different period is stated in the Contract Data, within the period stated.

Z3 **Communications and Notices**

Z3.1 Add to the end of the first sentence in core Clause 13.1:

All notices, notifications, requests, demands or other communications shall be deemed to have reached the other Party –
- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5th (fifth) calendar day following the date of such posting;
- if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.



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Z4 **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<br>ghandi@badela.co.za |
| Mr. Errol Tate Pr. Eng. | Durban | +27 11 262 4001<br>Errol.tate@mweb.co.za |
| Adv. Saleem Ebrahim | Gauteng | +27 11 535-1800<br>salimebrahim@mweb.co.za |
| Mr. Sebe Msutwana Pr. Eng. | Gauteng | +27 11 442 8555<br>sebe@civilprojects.co.za |
| Mr. Sam Amod | Gauteng | sam@samamod.com |
| Adv. Sias Ryneke SC | Gauteng | 083 653 2281<br>reyneke@duma.nokwe.co.za |
| Mr. Emeka Ogbugo<br>(Quantity Surveyor) | Pretoria | +27 12 349 2027<br>emeka@gosiame.co.za |

Z5 **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 rejected or accepted by the either 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. An appointed Arbitrator shall provide his written award no later than 30 days following the last day of closing arguments.

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

| | | |
|---|---|---|
| (Quantity Surveyor) | | emeka@gosiame.co.za |

**AMENDMENTS TO CORE CLAUSES**

**Z6** **Interpretation of the law**

**Add to core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z7** **Providing the Works: Delete core clause 20.1 and replace with the following:**

The *Consultant* will supervise the works in accordance with the Works Information and warrants that the results of the Works done in accordance with the drawings and specifications, when complete, shall be fit for their intended purpose.

**Z8** **Extending the defects date: add the following as a new core clause 46:**

**Z8.1** If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works.*

**Z8.2** If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

**Z8.3** The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

**Z9** **Termination**

**Z9.1** Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

**ADDITIONAL Z – CLAUSES**

**Z10** **Cession, delegation and assignment**

**Z10.1** The *Consultant* 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.

**Z10.2** The *Employer* may cede and/or delegate its rights and obligations under this contract to any person or entity and may notify the Consultant prior to such cession and/or delegation taking place.

**Z11** **Ethics**

**Z11.1** The *Consultant* undertakes:

not to give or cause 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; and

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.

**Z11.2** The *Consultant*’s breach of this clause constitutes grounds for terminating the *Consultant*’s obligation to Provide the Works or taking any other action as appropriate against the *Consultant* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

**Z11.3** If the *Consultant* 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.

**Z12 Confidentiality**

**Z12.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Consultant* 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.

**Z12.2** If the *Consultant* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.

**Z12.3** This undertaking shall not apply to –

Information disclosed to the employees of the *Consultant* for the purposes of the implementation of this agreement. The *Consultant* 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;

Information which the *Consultant* is required by law to disclose, provided that the *Consultant* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Consultant* 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; and

Information which at the time of disclosure or thereafter, without default on the part of the *Consultant*, enters the public domain or to information which was already in the possession of the *Consultant* at the time of disclosure (evidenced by written records in existence at that time);

**Z12.4** 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*.

**Z12.5** The *Consultant* ensures that all his Sub-Consultants abide by the undertakings in this clause.

**Z13 *Employer*'s Step-in rights**

**Z13.1** If the *Consultant* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the *Consultant*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Consultant*.

**Z13.2** The *Consultant* co-operates with the *Employer,* 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 *Consultant* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

**Z14 Intellectual Property**

**Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

**Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works.*

**Z14.3** The *Consultant* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

**Z14.4** The *Consultant* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (**"the claim"**), which arises out of or in relation to:

**Z14.4.1** the *Consultant's* design, manufacture, construction or execution of the Works;

**Z14.4.2** the use of the *Consultant's* Equipment, or

**Z14.4.3** the proper use of the Works.

**Z14.5** The *Employer* shall, at the request and cost of the *Consultant*, assist in contesting the claim and the *Consultant* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

**Z14.6** The Consultant will not use in whatsoever manner any of the IP of the Employer without the prior written consent of the Employer.

**Z15** **Dispute resolution: The following amendments are made to Option W1:**

**Z15.1** Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".

**Z15.2** **The following clauses are added at the end of clause W1.3:**

**Z15.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

**Z15.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration."

**Z16** The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

# Part C1.2b Contract Data

## Part two – Data provided by the *Consultant*

The conditions of contract are the NEC3 Professional Service Contract, April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Professional Service Contract to which it mainly applies.

## Part two - Data provided by the *Consultant*

| Clause | Statement | | |
|---|---|---|---|
| 10.1 | The *Consultant* is (Name): | | |
| | Address: | | |
| | Tel No.: | | |
| | Email: | | |
| 22.1 | The *Consultant's key persons* are: | | |
| | 1 | Name: | |
| | | **Job:** | **Primary Person and Registered Civil Engineer with ECSA (Pr Eng)** |
| | | **ECSA Registration No.** | |
| | | Responsibilities: | Overall responsibility of the design and implementation of the project.<br>Primary liaison with the Client (to be present at all Progress Meetings)<br>Guidance of the design development training of the ACSA Engineer |
| | | Qualifications: | Minimum BEng or BSc in Electrical Engineering, and Pr Eng |
| | | Experience: | Minimum 10 years' experience,<br>Minimum two projects as Design Engineer for Fire Detection systems |
| | 2 | Name: | |
| | | **Job:** | **Engineer's Representative** |
| | | Responsibilities: | Site Monitoring |
| | | Qualifications: | |
| | | Experience: | Minimum 5 years' experience, in installation of the fire detection system |
| 11.2(3) | The *completion date* for the whole of the *services* is one year after the completion of Construction Works | | |
| 11.2(10) | The following matters (if any) will be included in the Risk Register<br>• Availability of As-Built Information<br>• Access to Site<br>• Progress vs Programme<br>• Cash Flow Management | | |
| 11.2(13) | The *staff rates* are as stated in the Pricing Data | | |

| | | | |
|---|---|---|---|
| 25.2 | The *Employer* provides access to the following persons, places and things | | |
| | | **access to** | ***access date*** |
| | **1** | Relevant Engineering, Operational and Maintenance Personnel of ACSA | Upon award of the project(s) |
| | **2** | Airside and Landside access following permit and vetting procedures | Upon success completion of approval process |
| **A** | **Priced contract with activity schedule** | | |
| 11.2(14) | The *activity schedule* is in the Pricing Data | | |
| 11.2(18) | The tendered total of the Prices is in the Form of Offer and Acceptance | | |

# Part C1: Agreements and Contract Data

## C1.3: Occupational Health and Safety Agreement

**OCCUPATIONAL HEALTH AND SAFETY MANDATARY AGREEMENT**

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993), AS AMENDED & 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), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

**The parties to this Agreement are:**

| |
|---|
| **Name of Organisation:**<br><br>**AIRPORTS COMPANY SOUTH AFRICA "ACSA"** |
| **Physical Address:**<br><br>**Airports Company South Africa**<br>**Chief Dawid Stuurman International Airport**<br>Allister Miller Drive<br>Walmer<br>Private Bag X109<br>Gqebera<br>6001 |

**Hereinafter referred to as "Client"**

| |
|---|
| **Name of organisation:** |
| **Physical Address** |

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

**MANDATARY'S MAIN SCOPE OF WORK**

**THE PROVISION OF PROFESSIONAL CIVIL ENGINEERING SERVICES FOR DESIGNING THE FIRE SIMULATOR DRAINAGE SYSTEM IN EAST LONDON AIRPORT.**

## 1. Definitions

1.1 "Mandatary" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

1.2 "Client" refers to ACSA;

1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;

1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;

1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations.

1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

1.7 "SHE" means Safety, Health and Environment.

## 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. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

## THE UNDERTAKING

The Mandatory undertakes to comply with:

### 2. REPORTING

The Mandatary and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

### 3. WARRANTY OF COMPLIANCE

3.1 In terms of this agreement the Mandatary warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are always adhered to by himself / herself and his / her employees.

3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

### 4. SHE Risk Management

4.1 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.

4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

## 5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

## 6. APPOINTMENTS AND TRAINING

6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.

6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

## 7. SUPERVISION, DISCIPLINE AND REPORTING

7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.

7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.



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## 8. COOPERATION

8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

## 9. WORK PROCEDURES

9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.

9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.

9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.

9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

## 10. HEALTH AND SAFETY MEETINGS

10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.

10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

## 11. COMPENSATION REGISTRATION/INSURANCE

11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4 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.

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## 12. MEDICAL EXAMINATIONS

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE files for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

## 13. INCIDENT REPORTING AND INVESTIGATION

13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.



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13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

## 14. SUB CONTRACTORS

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE files, SHE Plans associated with the work.

## 15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

## 16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

## 17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

## 18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## 19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

## 20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees always wear the PPE issued to them.

20.2 The Mandatary shall always monitor compliance to PPE of his/her own employees, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

## 21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment’s interface to the Client’s equipment’s, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department for the risks to be mitigated prior to the use of such equipment’s. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment’s and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

## 22. USAGE OF THE CLIENT’S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment’s and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

## 23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatory shall notify the Client of any work to be undertaken on site for the Permit to Work to be issued.

## 24. TRANSPORTATION

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall always adhere to the speed limits and road signs on the premises.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## 25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

## 26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

## 27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- Apply low service damages/penalties as stipulated on the main contract between Mandatory and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

## 28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

Confidential

**COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**

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

1. All work performed by the Mandatary on the Client’s premises must be performed under the close supervision of the Mandatary’s employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client’s premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

## 29. FURTHER UNDERTAKING

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. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client’s representative.

## ACCEPTANCE BY MANDATARY

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

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

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

Expiry date ………………………………………………………………………………….

_______________________________________ ________

**SIGNATURE ON BEHALF OF MANDATARY** **DATE**
(Warrant his authority to sign)

Witnesses:

1. ___________________________

2. ___________________________

_______________________________________ _______________

**SIGNATURE ON BEHALF OF THE CLIENT** **DATE**
**AIRPORT COMPANY SOUTH AFRICA**

Witnesses:

3. ___________________________

4. ___________________________

**Part C1: Agreements and Contract Data**

**C1.4: ACSA Insurance Clauses**

**INSURANCE CLAUSES FOR CAPEX PROJECTS**

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

**SECTION A: DEFINITIONS**

**Landside** refers to:

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

**Airside** refers to:

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

## SECTION B: INSURANCE CLAUSES

### 1. Insurance requirements for PROJECTS with a value below R50 million on the LANDSIDE

- Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R50 million, and with a duration that **exceeds** 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance.

**1.1 Contract Works**

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

**1.2 Public Liability**

- In the event of a claim against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000;
- Contractors / consultants should re-insure the deductibles.

**1.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R5 million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

## 2. Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

**(*Note*: This is the Insurance Requirement which will be applied for this Fire Simulator Drainage Project.)**

- Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R50million, and with duration that **exceeds** 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance.

### 2.1 Contract Works

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

### 2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R525 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000;
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000;
- Contractors / consultants should re-insure the deductibles.

### 2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million;
- In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

**3. Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the LANDSIDE**

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za).

**3.1 Contract Works**

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

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

**3.2 Public Liability**

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000;
- Contractors / consultants should re-insure the deductibles.

**3.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

## 4. Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the AIRSIDE

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za).

### 4.1 Contract Works

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

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

### 4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R1 025 000;
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;
- Contractors / consultants should re-insure the deductibles.

### 4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

**5. Insurance requirements for PROJECTS with a value above R1 billion, on either LANDSIDE or AIRSIDE**

- The deductibles stipulated above on paragraphs 1; 2; 3; and 4 do not apply to projects with a value above R1 billion
- Applicable deductibles will be determined on a project by project basis when insurers are approached for cover
- Details of projects above R1 billion should be forwarded to ACSA Treasury (Nokulunga.masiza@airports.co.za), **before the publication of the tender document.**

# Part C2: Pricing Data

# Part C2: Pricing Data

## C2.1: Pricing Instructions

The appointment of the company, comprising the successful professional team, will be in accordance with the NEC3 Professional Services Contract, April 2013, as amended by ACSA's specific requirements at an operational airport.

The key professionals that are required on this project are as follows:

| | | |
|---|---|---|
| 1. | Electrical Engineers | Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act, published by the Engineering Council of South Africa (2015). |
| 2. | Fire Engineers | Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act, published by the Engineering Council of South Africa (2015). |
| | | |
| | | |
| | | |
| | | |

The fee proposal shall be based on a percentage of the construction value, based on the recommended Tariff of Fees less the percentage discount being offered by the tenderer. No admin fee shall be payable on sub-consultant remuneration.

The objective of the *Employer* is to develop project lifecycle capability for his trainee engineers. As such, this project is identified to offer training and development for two Candidates (*a Project Manager and Civil Engineer Trainee*) to partake and be trained by the Consultant throughout this project. The Consultants should allow sufficient hours of involving, training, guiding, and checking the ACSA two Candidates work for the duration of the project.

**NB: Tenderers must only price in accordance with the pricing schedule below. This will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.**

**Project Budget**

For the purposes of estimation, in line with the Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act, published by the Engineering Council of South Africa (2015); the work to be done under this contact can be classified as:

- Order of Magnitude Project Estimate: R 300 000.00

## Permits for Access to the Airport restricted areas

Please note that before working at the East London Airport, all personnel (all members of the professional team) will be required to be in possession of an ACSA permit.

The Consultant shall not be compensated for costs relating to ACSA required permits, nor for labour / time spent in obtaining it. An allowance must be made in the schedule of rates for costs in this regard.

Proof of having attended the airside induction training course is required for all personal permit applications. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses – where applicable.

The Consultant must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process and the SAPS background checks.

Note that (within reason) the Consultants will have no claim against ACSA in the event that a permit request is refused.

Further details are obtainable from the East London Airport Permit Office.

Below are the Permit Prices for personnel. All personnel on the project that will need to access site, which is on airside, shall have a permit. Permit prices to be included in the Bid Rates. No Disbursements or Provisional Sum shall be used to cover the cost of permits.

| **NEW PERMIT PRICE** | | |
|---|---|---|
| **Permit Type** | **Duration** | **Price (VAT incl. at 15%)** |
| **PERSONAL PERMITS** | | |
| Personal Visitors permits | 1 day | **R 36.17** |
| Personal temporary permits | 2-5 days | **R 50,37** |
| Personal Permanent permits | 6days-2yrs | **R 242,54** |
| SAPS fingerprint and background check | 2 years | **R 48.00** |
| **VEHICLE PERMITS** | | |
| Vehicle temporary permits | 1 day | **R 43,61** |
| Vehicle temporary permits | 2 days | **R 81,90** |
| Vehicle temporary permits | 3 days | **R 120,21** |
| Vehicle temporary permits | 1-3 months | **R 303,17** |
| Vehicle temporary permits | 4-6 months | **R 598,90** |
| Vehicle temporary permits | 6 – 12 months | **R 1 213,75** |
| **PERSONAL PERMIT PENALTIES** | | |
| 1st Lost Personal Permit | | **R 404,24** |
| 2nd Lost Personal Permit | | **R 585,06** |
| 3RD Loss Personal Permit | No re-issue | **0** |
| 1st damaged Personal Permit | | **R 145,52** |
| **CELL PHONE PERMITS** | | |
| Cell phone permits | | **R 61,17** |
| 1st Lost Cell phone permit | | **R 145,52** |
| 2nd Lost Cell phone permit | | **R 287,21** |
| Lost Permit 3rd Time | No re-issue | |
| **COURSE** | | |
| AVOP Corse | | **R 378,97** |
| Avop refresher (after 2 years) | | **R 265,28** |
| Airside induction | | **R 378,97** |
| Airside induction refresher | | **R 265,28** |

# C2.2: Pricing Data

| | **1) PROFESISONAL SERVICES (Electrical and Fire Engineers)** | Estimated construction value | 300 000.00 excl. VAT |
|---|---|---|---|
| | **SERVICES ACCORDING TO PROJECT STAGES** | **% of basic fee for each stage** | **OFFERED FEE** |
| | | | |
| 1. | Stage 1: Inception | | |
| 2. | Stage 2: Concept and Viability | | |
| 3. | Stage 3: Detailed Design | | |
| 4. | Stage 4: Documentation and Procurement | | |
| 5. | Stage 5: Construction | | |
| 6. | Stage 6: Close-Out | | |
| | | | |
| | **SUB-TOTAL (Excluding VAT)** | | |
| | **ADD 15% VAT** | | |
| | **TOTAL (Including VAT)** | | |
| | | | |

| | **2) PROFESISONAL SERVICES (Mechanical)** | Estimated construction value | 100 000.00 excl. VAT |
|---|---|---|---|
| | **SERVICES ACCORDING TO PROJECT STAGES** | **% of basic fee for each stage** | **OFFERED FEE** |
| | | | |
| 1. | Stage 1: Inception | | |
| 2. | Stage 2: Concept and Viability | | |
| 3. | Stage 3: Detailed Design | | |
| 4. | Stage 4: Documentation and Procurement | | |
| 5. | Stage 5: Construction | | |
| 6. | Stage 6: Close-Out | | |
| | | | |
| | **SUB-TOTAL (Excluding VAT)** | | |
| | **ADD 15% VAT** | | |
| | **TOTAL (Including VAT)** | | |

| ADDITIONAL SERVICES | | | |
|---|---|---|---|
| | **PROFESIONAL SERVICE** | **RATE** | **OFFERED FEE (excl. VAT)** |
| 1. | Environmental specialist | | |
| 2. | Construction monitoring Level 3 | | |
| 3. | Construction Health and Safety Agent (Professional registered with SACPCMP**)** | | |
| 4. | Topographical and Environmental survey | | |
| 5. | Geotechnical work | | |
| 6. | Preparation of detailed operation Manuals | | |
| | | | |
| | **SUB-TOTAL (Excluding VAT)** | | |
| | **ADD 15% VAT** | | |
| | **TOTAL (Including VAT)** | | |
| | | | |

**Notes to Pricing:**

- For all project stages, the prices shall include guidance, oversight, training and development of the ACSA Two Trainees. The ACSA Trainees will be involved in all project phases.
- Allowance shall be made for time spent in such activities and allowed for in the prices for each stage.
- Allowance shall be made for all overheads and materials commensurate with a project of this nature and value. This includes, but is not limited to:
    - Relevant design software, either at on the Consultants computers or access on the Engineer's laptop
    - Reasonable printing, as related to the size and nature of this project.

## DISBURSMENT SCHEDULE

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

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

(c) The project site is located in East London (Eastern Cape), while the ACSA Two Trainees are based in Johannesburg.

(d) All rates are exclusive of VAT

(e) Health and Safety Agent will be recovered through Disbursements or through ACSA direct contract.

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

(g) No payment for disbursement will be made for the following:
- Travelling and accommodation
- Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
- Telephone calls
- Cellular calls
- Computer costs
- Telefaxes (outgoing or incoming)
- Email (sent or received)

Above expenses by the Tenderer are deemed to be inclusive in their professional fees.

| DISBURSEMENTS<br>(Allowance for reimbursable expenses) | | Amounts not set out below shall not be paid under Disbursements |
|---|---|---|
| | **Description** | **TOTAL (R)** |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 12. | | |
| 13. | | |
| 14. | | |
| 15. | | |
| | | |
| | **SUB-TOTAL (Excluding VAT)** | |
| | **ADD 15% VAT** | |
| | **TOTAL (Including VAT)** | |
| | | |

**Notes:**

- Project teams should make allowance for all communication and material commensurate with a project of this nature and value. This will include, but not limited to, printing of concept / prelim drawings, detailed design drawings and user drawings for approval and 3D drawings. / representations… etc.
- Note that the final utilised Disbursements will be subject to prior approval by ACSA.
- With reference to clause 24.2 of NEC3 PSC, Procurement of any sub-consultant or specialist services shall be on a 3-quote system, in line with National Treasury regulations, and shall be submitted for ACSA approval before services are rendered. The amounts paid and BBBEE level shall be tracked and reported to ACSA for the duration of the contract. Documentation shall include the BBBEE Certificate and valid Tax Clearance Certificate. Failure to follow this process may result in the services not being approved for payment.

| TOTAL OFFERED FEE SUMMARY FOR SERVICES | | | |
|---|---|---|---|
| **PROFESSIONAL SERVICE** | | **Percentage of respective normal fees tendered by professional service** | **Financial Offer by Tenderer for Value Based Fees** |
| 1. | Civil Engineering Services | % | |
| 2. | Mechanical Engineering Services | % | |
| 3. | Additional service | | |
| 4. | ACSA personnel training | | |
| 5. | Disbursement | | |
| | | | |
| | | | |
| | **Add 10% contingency** | | |
| | **Sub-total (Excluding VAT)** | | **R** |
| | **Add VAT @ 15%** | | **R** |
| **<u>TOTAL PROFESSIONAL OFFER FOR VALUE BASED FEES</u>** | | | **R** |

**Notes:**

- The Provisional Sum has been added, to cover the survey, tests and assessments.
- With reference to clause 24.2 of NEC3 PSC, Procurement of any sub-consultant or specialist services shall be on a 3-quote system, in line with National Treasury regulations, and shall be submitted for ACSA approval before services are rendered. The amounts paid and BBBEE level shall be tracked and reported to ACSA for the duration of the contract. Documentation shall include the BBBEE Certificate and valid Tax Clearance Certificate. Failure to follow this process may result in the services not being approved for payment
- The tests/services envisaged under the Provisional Sum amount include, but is not limited to:
  - Land Surveyor / Topographical Studies
  - Material tests
  - Storm Water drainage Tests/Investigations
  - Occupational Health and Safety
  - Environmental Studies (if required)
  - Occupational Health and Safety Agent
  - NEC 3 Contract Documents

| | | | |
|---|---|---|---|
| **PROVISION FOR ANY ADDITIONAL SERVICES (OUTSIDE THE NORMAL SCOPE OF SERVICES) HOURLY RATES** | | | |
| **NB: SUBJECT TO PRIOR APPROVAL BY ACSA** | | | |
| **(ALL INCLUSIVE RATE)** | | | |
| | **DESCRIPTION** | **RATE EXCL VAT** | **RATE INCL VAT** |
| **1.** | **PROFESSIONAL ENGINEERS (minimum 5 years' Experience)** | | |
| | Pr. Principals | | |
| **2.** | **ENGINEERS** | | |
| | Principals | | |
| **3.** | **PROFESSIONAL TECHNOLOGIST (minimum 5 years' Experience)** | | |
| | Pr. Technologist | | |
| **4.** | **Technologist** | | |
| | Technologist | | |
| **5.** | **PROFESSIONAL TECHNICIAN (minimum 5 years' experience)** | | |
| | Pr. Technician | | |
| **6.** | **Technician** | | |
| | Technician | | |
| | | | |

# Part C3: Scope of Work (Works Information)

## C3.1 Description of Works (Works Information)

# Part C3: Scope of Works

## C3.1: Description of the Works

### Executive overview

Chief Dawid Stuurman International (CDSIA) airport has fourteen (14) installed Fire Detection System (FDS) panels. The fire detection system was installed at CDSIA in 2004. The system make is Ziton ZP3 and manufactured in South Africa. The installation of an addressable fire detection system is compliant with SABS and SANS 10139:2007 and the South African Building Regulations. FDS is the automatic system used to detect fire, smoke or both through fire detectors, such as smoke or heat sensors. Manual fire alarms are activated with manual call points when the visual smoke or fire is identified.

The FDS is made up of the following:

- Fire alarm panel - 4- loop
- Detectors and bases – Optical Smoke Detector & Heat Detector
- Call points – Break Glass Unit/Manual Call Point
- Sounders, siren and flashers – Loop Sounder & sounders
- Power supply accessories (fire alarm batteries)
- System Network - Optic fibre and RS 485

The Gas Suppression System is made of the following:

- Gas cylinders (FM 200)
- Gas Control Unit (GCU)
- Heat Detectors
- Optical Smoke Detectors
- Power Suppliers
- Fire Curtains
- Control trigger relays
- Manual Activation Points
- Visual and Audible Alarms

**Objectives:**

The Engineering Professional Services that are required for the Fire Detection System Replacement Project at CDSIA are the following:

- Develop a full Scope Of Work for the Fire Detection System Replacement at CDSIA
- Design, Procurement and Project management
- Develop the project plan and implementation methodology.
- Draft the Fire detection system specification and form part of the ACSA TPEC
- Commissioning of the new system
- Provide and update the existing as built drawings.
- Convene chair and minute meetings with the client and consultants as and when required.
- All designs should comply with SANS standards and all applicable standards.

The project stages are:

- Stage 3: Inception
- Stage 4: Preliminary Design
- Stage 5: Detailed Design
- Stage 6: Procurement
- Stage 7: Construction
- Stage 8: Practical Completion
- Stage 9: Final Completion

## Interpretation and terminology

The following abbreviations are used in this Scope:

| Abbreviation | Meaning given to the abbreviation |
|---|---|
| ACSA | Airports Company South Africa SOC Limited |
| CAA | Civil Aviation Authority |
| EMC | Electromagnetic Compatibility |
| EN | European Standards |
| ICAO | International Civil Aviation Organisation |
| IEC | International Electrotechnical Commission |
| IP | Ingress Protection |
| ISO | International Standard Organisation |
| MTBF | Mean Time Between Failures |
| OSH Act | Occupation Health and Safety Act 85 of 1993 |
| RMS | Root Mean Square |
| SACAA | South African Civil Aviation Authority |
| SANS | South African National Standards |
| TPEC | Tender Preparation and Evaluation Committee |

| | |
|---|---|
| KSIA | King Shaka International Airport |

# Specification and description of the *services*

The professional services are consultant services in electrical engineering for the replacement of fire detection system at Chief Dawid Stuurman International airport, the documentation, contract administration and site supervision of the construction of the project.

The services required for this project are as agreed during the project handover meeting.

The broad scope of services and activities shall be in accordance with relevant sections of the Guideline for Services and processes for estimating fees for persons Registered in terms of the Act, 2000 (Act No. 46 of 2000), and as amended by the specific project requirements.

The Scope of Work will cover the following:

- Design, procurement and project management of the Fire Detection system and ~~Gas Suppression System Replacement~~ at CDSIA.
- Provide stage 3 to stage 9 professional service for the replacement of the Fire Detection System and ~~Gas Suppression System~~ at CDSIA
- Develop the project plan and implementation methodology.
- Draft the Fire Detection System tender specification and form the part of ACSA TPEC (Tender Preparation and Evaluation Committee)
- Project manage the procurement and installation of Fire Detection System ~~and Gas Suppression System~~
- Commissioning of the new equipment
- Provide as built drawings accordingly.
- Provide training to the user and the maintenance personnel.
- Convene, chair and minute meetings with the Client and Contractors as and when required.
- Construction Monitoring and co-coordinating information supplied by Contractor as agreed at meetings.
- Preparation of documentation schedules, to be agreed with Contractors.
- All designs should comply with SANS standards and applicable prescribed standards.
  Bidder to submit the project milestone or Gantt chart indicating key project milestones with all relevant returnable schedules.

**Deliverables:**

- Specifications.
- Project management and delivery co-ordination.
- Design, working and As built drawings.
- Budget construction cost and predicted cash flows.
- Tender documentation.
- Tender evaluation report and Tender recommendations.
- Priced contract documentation.
- Construction instructions and variation orders, approval and issuing of payment certificates.
- Project progress reporting and project close off report, practical completion and defect list compilation.
- Operations and maintenance manuals, guarantees and warranties.
- Fire Panels:
  - Fully interconnected Fire Detection System Panels via the approved network systems. Radio-linked systems shall be considered where it is not practical to use the physical communication link.
  - 2 X Main Panels:
    - Full remote monitoring for all Fire Detection system panels in the Fire & Rescue building.
    - Provide the monitoring system at IMC Helpdesk
- Fire Detection:
  - Smoke Detectors, heat detectors, and optical beams.

- Interfaces: (To also be tested during commissioning to ensure that they are functional)
  - Gaseous suppression
  - Lifts
  - Smoke Extraction Fans
  - Dampers
  - Air Handling Units, HVAC
  - Fire Escape doors (Emergency exits)
  - Sprinkler System
  - 
- SCADA: Fully real time monitoring of the whole Fire Detection System and Gas Suppression System
- Update of the fire rational design
- Handover Documentation:
  - As-built drawings signed-off by a Professional Electronic Engineer or Professional Electronic Technologist.
  - Soft copies of drawings in DWG format
  - Installation Certificate

- Commissioning certificate
- Acceptance certificate
- Maintenance and Operating Manuals
- List of Critical Spares (with OEM names and OEM part numbers)
- Certificates of Compliance
- Warranty Documentation
- Software copy of the SCADA to enable future developments.
- CMMS Data

**Design Considerations**

The standards and guidelines manual document is primarily based on the following SANS for Fire Detection and Gaseous Suppression:

- SANS 10139:2021: - Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises
- SANS 14520-1:2019: - Gaseous fire-extinguishing systems - Physical properties and system design

The user of the standards only has two approaches to Fire Detection Systems:

- Compliance with the requirements and guidelines in the SANS standards
- Rational Fire Design which deviates from the SANS standards and uses a risk-based approach and follow an acceptable decision-making process using fire engineering principles.

The following shall be considered for the design, supply, installation, and commissioning of the Fire Detection and Alarm system:

- Relevant/applicable codes, standards, methods, and best industry practices.
- Existing Fire Rational Design or Fire Engineering Solution
- Interface with fire protection system and other systems such as HVAC, Lifts, Roller Shutter doors.
- Site Specific requirements (End User requirements)
- Insurance Requirements
- Municipal by-laws
- Airport Development and Expansion plans
- SANS 10400-T: Application of the National Building Regulations - Part T: Fire Protection

It is the responsibility of ACSA to ensure that the designer of the Fire Detection and Alarm system is adequately appraised of the objectives of the systems, the existing fire rational design, existing drawings, existing interfaces, airport development and expansion plans, and insurance requirements.

It is also the responsibility of contractor to ensure that the information required to design the Fire Detection System is requested from ACSA. This is applicable at stage 1 & 2 of the project stage.

**Design Professional**

- Fire Detection System
  - In line with the Engineering Profession Act 46 of 2000 and the Identification of engineering works regulations, the designs shall be conducted and signed-off by an ECSA registered professional engineer or technologist in the relevant categories.
  - Fire Detection System shall be conducted and signed-off by an ECSA registered professional electronics/mechatronics engineer or technologist.
  - Other professional in other disciplines other than electronics or mechanical shall be authorised by ECSA prior to conducting designs and sign-off of Fire Detection System.
  - It is desirable that the technicians responsible for the installation, commissioning and servicing of the Fire Detection Systems are registered with SAQCC according to SAQCC rules and levels. The registration with the SAQCC gives individuals credibility that their competence has been evaluated in accordance with the best practices within the fire industry and provide ACSA with confidence that the individuals have appropriate competence through qualifications, training, and experience.

The scope of services will divide into the following components:

**Stage 3: Detailed Design**

- Design development drawings (Technical Details)
- Outline specifications
- Local and other authority submission drawings and reports
- Detailed estimates of construction costs

**Stage 4: Documentation**

- Specifications
- Services co-ordination
- Working drawings
- Budget Construction costs
- Tender documentations
- Tender evaluation report
- Tender recommendations
- Priced Contract documentation

**Stage 5: Contract Administration and inspection**

- Schedules of predicted cashflows
- Construction documentation
- Drawing register
- Estimates for proposed variations.
- Contract instructions
- Level 1 Construction Monitoring
- Financial control reports
- Evaluations for payment corticates
- Progressive and draft final accounts
- Practical completion and defect list
- Installation Certificate

**Stage 6: Close out**

- Evaluation of payment certificates
- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentations
- Final Accounts

**Design Specification/Standards**

- SANS 10142 Part 1,
- SANS 10139 Part 1,
- SANS 10139 Part 2,
- SANS 10400 Part T,
- SANS 14520 Part 1 – 15,
- SANS 306-4,
- ISO 9001, and
- OEM Maintenance Manuals.

| Standard Number | Description |
|---|---|
| SANS 10400 Part T | Application of the National Building Regulations - Part T: Fire Protection |
| SANS 10139:2021: | Code of practice for design, installation, commissioning and maintenance of fire detection and alarm systems in non-domestic premises |
| SANS 369-1:2004 | Code of practice for the operation of fire protection measures. Part 1: Electrical actuation of gaseous total flooding extinguishing systems |
| SANS 50054-2:1997 | Fire detection and fire alarm systems. Part 2: Control and indicating equipment. |

| Standard Number | Description |
|---|---|
| SANS 50054-3:2001: | Fire detection and fire alarm systems. Part 3: Fire alarm devices — Sounders |
| SANS 50054-5:2000 | Fire detection and fire alarm systems Part 5: Heat detectors — Point detectors |
| SANS 50054-7:2000 | Fire detection and fire alarm systems Part 7: Smoke detectors — Point detectors using scattered light, transmitted light orionization |
| SANS 50054-10:2010 | Fire detection and fire alarm systems Part 10: Flame detectors — Point detectors |
| SANS 50054-11:2001 | Fire detection and fire alarm systems Part 11: Manual call points |
| SANS 50054-12:2021 | Fire detection and fire alarm systems Part 12: Smoke detectors — Line detectors using an optical light beam |
| SANS 14520, Part 1-15 | Gaseous fire-extinguishing systems - Physical properties and system design |
| SANS 10142-1:2021 | The wiring of premises Part 1: Low-voltage installations |
| SANS 246 | Fire protection for electronic equipment installations – Code of practice |
| SANS 530-9 | Fire detection and fire alarm systems for buildings Part9: Code of Practice for the design, installation, commissioning, and maintenance of emergency voice communication systems |
| SANS 1066 | Remote centres receiving signals from fire and security systems |
| Occupational Health and Safety Act no 85 of 1993 and Regulations | |
| Applicable Site Insurance Requirements | |
| Applicable Approving Council's Bylaws and requirements | |
| Engineering Profession act 46 of 2000 | |
| Identification of Engineering Work Regulations of 2021 | |
| Quality Management System ISO 9001 | |

## SCOPE OF SERVICES

(The description below is intended as a guide and is not exhaustive. Please refer to the various Guideline of Services, as amended as per the list below as per the specific requirements of ACSA.)

The project scope of services will include the normal services, as amended below:

1. Inception, including investigations and assessments
2. Concept and Viability
3. Design Development
4. Documentation and Procurement
5. Construction
6. Project Close-out

### Stage 1: Inception Stage

- Convene a project start-up meeting of the project and attend project initiation meetings
- Assist in refining the project brief
- Consultation with the client or the client's authorised representative
- Advise on the rights, constraints, consents and approvals. This is especially related to the National Key Point Act and related legislation and regulations, as it pertains to the infrastructure and processes.
- Understand operational requirement, procedures, OHS and environmental requirement of the airport
- Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
- Assessments of existing built environment elements with a view to informing the project
- options, the scope of work and how to refurbish and/or integrate new works with existing
- works.
- Determine the availability of data, drawings and plans relating to the project.
- Advise on criteria specific to own scope of work that could influence the project life cycle cost significantly.
- Deliverables will include report on project, site and functional requirements, Schedule of required surveys, tests, analyses, site and other investigations, Schedule of consents and approvals.

### Stage 2: Preliminary Design

- Prepare and finalise the project concept in accordance with the brief, including project scope, project scale plus preliminary programme and viability of the project.
- Procure, recommend, appoint and manage the service providers to do the topographical survey and the soil testing (geotechnical studies), GPR and the health and safety agent, where this will not be done by the *Employer*. These services shall be procured in line with the *Employer's* transformation objectives, and the spend monitored and reported, whether the services are procured by the *Employer* or the *Consultant*.
- Review the results / data from the tests conducted by service providers and incorporate into the design as required
- Conduct design meetings as required.
- Establish that the design is compliant with ACSA regulatory authorities' requirements and incorporate these into the design.

- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents, as well as the user and functional needs (as per the project brief)
- Coordinate design interface with the necessary relevant individuals from ACSA and external stakeholders
- Advise client on asset outages and duration of outages where applicable. This is with regards to the constructability and construction programme, to ensure minimum disturbances and disruptions to the airport operations.
- Advise client on the financial implication of the various alternatives considered
- Advise on the intended space provisions and planning relationship, proposed materials and intended building services, and check the conformity of the concept with the rights of the land
- Prepare traffic accommodation drawings and contractor site establishment for approval by the *Employer*, to ensure continued operations
- Apply into the design all applicable airport standards and regulatory requirements.
- Prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, Schematic cost estimate and present to the client for discussion
- Prepare preliminary process designs, preliminary designs, and related documentation for approval by relevant authorities and client and suitable for costing. The preferred option shall incorporate <u>best engineering practices, technological innovations,</u> while <u>maintaining cost effectiveness</u>.

### Stage 3: Detailed Design Development

- Following from the Prelim Design Report, after consultation with the *Employer*, prepare Detailed Design of the agreed concept
- The detailed design shall include all the requirements as contained in section 1 above on the scope of works and shall take into consideration all relevant standards.
- *Employer* to Review Design Report for conformity with general design intent and Employer's requirements
- Obtain approval for the proposed plans and programs from relevant Stakeholders.
- Provide finalised operational impact mitigation documentation and drawings and contingency plans to deal with asset outage for approval and communication.
- Get the proposed plans approved by the City Council.
- Prepare detailed estimates of construction cost.

### Stage 4: Documentation and Procurement

- Design meetings.
- Chair pre-bid meeting and attend the Bid Opening
- Prepare specifications and preambles of the work.
- Preparation of the tender documentation for contractor procurement
- Check the cost estimate and adjust designs and documents to remain within approved budget if required.
- Final detailing of working drawings
- The Consultant shall not be part of the BEC. However, the Consultant may be called upon to review the Financial Offers and make a recommendation in terms of the CIDB Evaluation of Tenders Technical Guide.
- Deliverables include specifications, services co-ordination, working drawings, budget construction costs, tender documentation and evaluation report.

## Stage 5: Construction Administration

- Site handover to Contractor
- Construction administration
- Conduct regular site meetings, Technical meetings and other agreed meetings
- Quality Control works inspection and approval of work completed according quality and specifications inclusive of a post as built survey.
- Monitor implementation of quality assurance procedures by other consultants and contractors
- Prepare proactive estimates of proposed variations for client decision making.
- Attend regular site, technical and progress meeting.
- Financial Control and agreement of interim payment certificates
- Adjudicate and resolve financial claims form the Contractor
- Assist in the resolution of financial claims by Contractor.
- Practical Completion and defects list
- Completion Certificate and Final Completion

**Level 3 Site monitoring:**

- A Supervisor (as per NEC3 PSC) shall be on site on a full-time basis to monitor the works.
- The qualifications and experience of the Supervisor shall be maintained for the duration of the tender, as per the requirements that were offered at tender stage.

## Stage 6: Project Close-out

- Fulfil and complete the project close out including necessary documentation to facilitate effective completion, handover and operation of the project.
- Inspect and verify the rectification of the defects.
- Receive, comment and approve relevant payment valuation and completion certificates.
- Facilitate and/or procure final operations and maintenance manuals, guarantees and warranties
- Prepare as built drawings and maintenance and operation documentation. This shall include a post-survey of the As Build, submit drawings (in both hard copy and digital format) as well as a Maintenance Plan.
- Conclude the final accounts.

## CONSTRAINTS ON THE IMPLEMENTATION OF THE PROJECT

This project will be implemented in a live, operational environment on the airside precinct of the airport. Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and construction programme

### Working on the Employer's property

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and construction programme.

This work will be on the Airside area of the airport and the normal operations must be able to continue for the duration of the contract.

Please also refer to ***Part C4: SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT.***

### People restrictions, hours of work, conduct and records

The work under this contract is to be carried out under operational conditions of the airport and is therefore subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The *Consultant* shall keep records of his people working on the *Employer's* property, including those of his Sub-consultants, and the *Employer's* Agent shall have access to these records at any time.

### Occupational Health and Safety

ACSA is committed to adhering to the highest level of health and safety.

The *Consultant* shall at all times comply with the health and safety requirements prescribed by law as they may apply to the services.

The Consultant shall comply with the Health and Safety requirements contained in Part C4.

### Project Budget

For the purposes of estimation, in line with the Guideline for services and processes for estimating fees for persons registered in terms of the Engineering Profession Act, published by the Engineering Council of South Africa (2015); the work to be done under this contact can be classified as:

- Order of Magnitude Project Estimate: R 300 000.00

## Drawing Requirements

All drawings shall bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly.

All drawings, particularly layout drawings, submitted for acceptance shall be to a scale acceptable to the Employer. All drawings are to be made to scale and fully detailed and dimensioned. All dimensions marked on the drawings are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.

The drawings include tolerances for manufacture and installation. The tolerances are suitable and of sufficient accuracy to provide safe and trouble-free construction and operation over the life of the component.

All copies of drawings submitted to the Employer are to be provided in the form of 4 prints on white paper with black lines. The drawing size is A3 unless the use of another size is unavoidable. All native electronic format documents are also provided

All drawings shall be dimensioned in metric units unless the use of another unit is required and/or recommended, e.g. imperial sizes for flange holes, studs, etc. Where applicable, drawings shall show a graphic scale key plan and north arrow. Dates on drawings shall be reflected in the following format: dd/mm/ccyy. Revisions shall be designated R0, R1, R2, R3, etc., commencing with the first issue. All revisions shall be clearly described in the revision column bearing the revision number.


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# CONSTRAINTS ON HOW THE CONSULTANTS PROVIDES THE SERVICES

## Management meetings

To be able to manage the contract, the Employer and Consultant team will have various meetings, to proactively and jointly manage and minimise adverse risks to the project. The attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings. Frequency and nature of meetings to be agreed. These shall include:

- Risk Register and Compensation Event meetings, at a frequency not more than two weeks
- Overall contract progress and feedback, at a frequency of between 2 weeks and not less than 1 month

Meetings of a specialist nature may be convened as specified elsewhere in this Scope or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the services. Records of these meetings shall be submitted to the Employer's Agent by the person convening the meeting within five days of the meeting.

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

## *Consultant's* key persons

The *Consultant* team is required to nominate a senior partner or director who will have overall responsibility for this project and other senior personnel responsible for the execution of the project. No change may be made without prior consultation with and approval by the *Employer*

The *Consultant* team is required to submit an organogram showing the key persons and their lines of authority / communication.

## Work Plan

### Objectives

The project shall be done firstly in accordance with the Employer's objective as per his appointed NECs *Works Information* Briefing with detail tasks and deliverables for each of the project stages, i.e. Scoping and Brief Stage, Preliminary Design Stage, Detail Design and Bid Stage, Working Drawing Stage and Construction Stage.

### ISO Quality management System

All projects shall be managed in accordance with strict ISO 9001 quality system ensuring quality in design, administration, reports and site administration. Consultants must be accredited with ISO9001 compliance and each project shall be administrated with respect to quality and technical compliance, in accordance with these strict international Quality Procedures.

### Programme and Client feedback

A detailed programme for each project needs to be submitted within 14 days of appointment and updated regularly/monthly.

Detailed consultation with the designated ACSA representative and on-going feedback and reporting during feasibility preliminary design, detailed design and construction stages will be essential in delivering optimal and acceptable solutions which are in line with ACSA specifications and budget allocations. A monthly progress and cost report shall be done from detail design stage onwards till construction ends.

### Understanding the Works

The Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to provide the services.

### Compliance with Laws

The Consultant keeps himself fully informed of and complies with all laws which apply to the Works and/or Services and/or to Providing the Works and/or Services (including laws which apply to persons employed to provide the Services and/or Works). “Laws” includes all national and provincial legislation, statutes ordinances and other laws and regulations and by-laws, orders and decrees of government or other legally constituted public authority and the common law.

### Compliance with Codes & Standards

The Services comply with the codes and standards stated in the Scope. To the extent not stated, the Services comply with internationally recognised codes and standards which are accepted by the Employer.

In case of conflict between national, international codes, standards or guidelines and/or the requirements specified in this Scope, and unless otherwise instructed by the Employer, the more onerous one takes precedence; provided always that the Services comply as a minimum and in any event, with applicable law and mandatory South African national codes, standards and guidelines.

## Cooperating with and obtaining acceptance of Others

Whenever work being done by Others on the project is dependent on or adjacent or related to the Services, the interface and sequence of such works and the Services should be such that the least interference possible will result to the Consultant and to Others and such sequence is determined by the Employer. Cooperation is required between the Consultant and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.

As may be required from time to time or as per statutory requirements, the Consultant will liaise with and obtain acceptance from statutory authorities and avail themselves for any inspections that would be required.

At the earliest possible date, detailed programmes prepared for all other project works having interfaces with the Services are discussed by the Employer with the Consultant in order that the phasing, duration, use of working areas, attendance work etc. can be drawn into overall programmes for the project works.

### Things provided by the Employer

The *Employer* will issue to the Consultant available information that will assist in the carrying out of the services. This information may include Base plans to indicate existing services, Traffic Impact Assessments and other available information.

The providing of this information does not relieve the Consultant of their professional responsibility to verify information that will be used as a basis for their designs.

# Part C4: Site Information

**C4.1 Site Information**

**C4.2 ACSA Special Requirements at an Operational Airport**

**C4.3 ACSA Environmental Policy**

**C4.4 Environmental Management System**

**C4.5 ACSA Services and Maintenance Contractors Terms to Commence Work**

**C4.6 Baseline HIRA: ACSA Generic Hazard Assessment**

# Part C4: Site Information

## C4.1: Site Information

### DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

### General description

The works to be done under this project is located inside the terminal building and surrounding building such as ACSA offices, the Maintenance Engineering Building, Aeropark offices, The fire Department and the Fire pump house at Chief Dawid Stuurman International Airport. The works shall be executed while normal operations will continue therefore it is important that the Service Providers working on an active airport have a sound understand of the NKP Act and the associated regulations. The working site is a restricted access every precaution needs to be considered when doing any work site inspections and / or investigations on site


***Figure 1*: Locality map of the CDSIA precinct**

## Existing buildings, structures, plant and machinery on the Site

The Chief Dawid Stuurman International Airport is a live operational airport and there are various existing building and infrastructure that are close to and around the area where work shall be done. It is important that the design takes these into account.

The buildings are located within a high traffic movement areas, and also adjacent to the airside precinct, an area which is governed with restricted access, as per ICAO and the NKP Act, and every caution needs to be considered when doing any work site inspections and / or investigations on site. The existing buildings and structures on site (adjacent to airside) include:

- Hangers, admin building and aircrafts
- The Terminal Building
- The Fire Station and the Airfield Rescue and Fire Fighting vehicles
- Maintenance Engineering Buildings

## Hidden Services

There are several services buried in and around the sites where the Works will take place, and precaution should be taken while carrying out the works. These services provide critical essential services to the Airside operations and should not be disturbed.

Known services include:

- Buildings in the area
- Electrical cables
- Storm water pipes
- Sewerage pipes
- Potable water main
- Fibre optic cables
- Communication cables
- Airfield Ground Lighting
- The Fuel hydrant system

The existing structures near the system have several underground and above ground pipes for pressurized

- Fuel between the valve kiosk and the bund
- Surface mounted pipes for fuel in the bund floor
- Underground and above ground drainage pipes
- Underground electrical cable (not live yet) from substation at RX TX station to the simulator kiosk.
- Existing concrete tank and separator system with fitted two electric pumps.

# C4.2: ACSA Special Requirements at an Operational Airport

**SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT**

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognizance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

## 1. Airports Manager

The Airports Manager is at all times responsible for the effective and safe operation of the airport. The Airports Manager or his designated representative will represent the Employer at the airport, and he has full authority to act on behalf of the Employer, as set out in the contract documents.

The Airport manager will issue the necessary application forms to those who apply to the airport management for an airside vehicle permit and/or an Airport Security Permit and will decide, on receipt of the completed forms, whether or not to issue permits.

The Airport Management may at any time withdraw or suspend an Airside vehicle Permit or any Airside Security Permit.

All negotiations between the Contractor and the airport management shall be through the Engineer.

## 2. Airport Security and Safety

All personnel of the Engineer or Contractor will have to undergo a Security and Safety Awareness Programme before the start of the contract.

The Engineer/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

The Contractor shall make specific arrangements with the Employer, through the Engineer, to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the Contractor shall supply additional security personnel, approved by the Airport Manager to assist with security control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities have to be provided, it shall be done in consultation with the Airport Manager and Engineer. These facilities and personnel have to be provided by the Contractor.

## 3. Responsibilities of Consulting Engineers/Contractor

As a condition of approval of an application for an Airside Vehicle Permit, the Consulting Engineer/Contractor shall ensure that all vehicles and drivers are covered by the Contract Works, Public Liability and SASRIA Special Risks Insurance.



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When a vehicle is no longer required for airside use, the Engineer/ Contractor must upon removing it from airside use, remove and return the Airside Vehicle Permit to the airport manager.

The Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilized on movement areas.

Plant, equipment and personnel of the Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

**4. Accident/Penalties**

The Engineer/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

(i) Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.

(ii) Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger or vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilized vehicles on **operational** areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

- Withdraw any airport security permit.
- Withdraw any airside vehicle permit, if it is considered necessary tow away vehicles when parked incorrectly.

**5. Identification and Warning Lights**

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self-propelled plant item, as required by the Engineer, shall be fitted with an approved amber rotating warning light which shall be in continuous operation while the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

**6. Additional Security Measures**

- No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security area.



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- Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.

- No accommodation of personnel will be allowed in the security area of the airport.

- No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made, or interview may be given to anybody without the written permission from the Airport Manager.

- Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.

- No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance whatsoever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

If the Consultant is found lacking in any of the security measures or requirements, it will be an enough cause for the termination of all construction activities until the matter has been rectified to the satisfaction of the Airport Manager.

No claim resulting from inadequate security and safety measures will be considered.

## 7. Compliance with Instructions

If the Contractor does not promptly comply with all instructions of the Airport Manager and Engineer, the Employer has the right to amend the working schedule in aid of safety. The Engineer also retains the right to suspend all works until the Contractor, in the opinion of the Engineer, complies with the requirements.

## 8. Delays Caused by Airport Management

If delays, leading to an extension of time, are caused by aspects such as airport requirements, a reasonable claim for extension of time may be considered. However, if such delays coincide with delays caused by other circumstances, such as weather conditions, no claim for extension of time caused by requirements of airport management will be considered.

## 9. General Requirements for Execution of the Work

At the end of each work period, all plant, vehicles, material and obstructions must be removed to a demarcated safe area. The cost of removal of plant and materials and cleaning operations shall be deemed to be included in the relevant work items or in the general items. The Engineer reserves the right to ban any item of plant or equipment which leaks excessive amounts of fuel or oil. In addition, all significant spillages of fuels and oils will be cleared immediately to the satisfaction of the Engineer failing which the Engineer reserves the right to have this work carried out by a third party to the cost of the Contractor.

The Employer retains the right to clean any of the mentioned areas if the Contractor neglects to do so to his satisfaction. In such a case the costs incurred by the Employer will be recovered from the Contractor at a rate of R400,00 per hour or part thereof taken by the sweeping machine of the Employer to do the work. This cost will be deducted from any monies payable to the Contractor.

If night work has to be done only suitable power and lighting units, approved by the Engineer, complying with the requirements of the Occupational Health and Safety Act No. 85 of 1993, SABS 0142-1981and ICAO Annex 14 regulations shall be used.

## 10. Times for the Execution of the Works

Most of the work on this contract must be executed minimizing disruptions to airport operations. If, due to airport requirements, certain aspects of the work have to be done during nighttime, the following will apply:

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.
- At the end of the night's work all lights, power plants, etc. must be removed to a safe area indicated by the Engineer and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

## 11. Movement on the Airport, Barriers, Lights and Marks

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.

These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor's programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.

## 12. Dust and Pollution Control

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the Engineer may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.

## 13. Storing of Vehicles, Plant and Materials

It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.

If material is temporarily stored outside the designated campsite, stockpiles shall be limited to a height of 1, 0 m above natural ground level.

## 14. Fires

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

## 15. Environmental

The Airports Company South Africa (ACSA) recognizes the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimize these impacts as far as possible.

Design consultants are encouraged to explore and implement (where possible) feasible opportunities for minimizing environmental impacts in the form of stormwater, soil and groundwater pollution, resource and raw material utilization, as well as energy and water conservation measures.

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## C4.3: ACSA Environmental Policy

# AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
# ENVIRONMENTAL MANAGEMENT SYSTEM
# POLICY

Airports Company South Africa SOC Limited, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001: 2004 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek out opportunities to reduce its carbon footprint, as well as that of the aviation industry.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy shall be reviewed by management every three (3) years and made available to any interested parties on request.

**Signed:**

**Date: 04th May 2015**
**Issue No: 8**

**B. A. Maseko**
**Chief Executive Officer: Airports Company South Africa SOC Limited**

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# C4.4: Environmental Management System

## 1. Scope

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

## 2. Objective

To incorporate all service and maintenance contractors into ACSA's Environmental Management System (EMS), to align activities, products and services with the EMS and ACSA's Environmental Policy.

## 3. Definitions and Abbreviations

**ACSA**
Airports Company South Africa SOC Ltd

**ACSA AEMR**
ACSA Airport Environmental Management Representative

**ARFFS**
Aerodrome Rescue and Fire Fighting Services

**HCS**
Handling & Storage of Hazardous Chemical Substances

**SHE**
Safety, Health and Environment

**Service & Maintenance Contractor**
An ACSA appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and on-going maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

## 4. Procedure General

4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.

4.1.1 All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer ACSA EMS Department Determining Significant Environmental Aspects Procedure - T010 001M. Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

4.2 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.1.1 above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.

4.3 The ACSA Department responsible for appointing service or maintenance contractors shall append the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.

4.4 The contractor's representative shall ensure the conditions set out in the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048, along with ACSA's Environmental Management System Policy are communicated to, comprehended and implemented by all contractor staff.

4.5 All ACSA Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.

4.6 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

## 5. Roles and Responsibilities

| Issues | Responsible Person | Alternate |
|---|---|---|
| Has overall responsibility for adherence to this Operational Procedure | ACSA General Manager or Airport Manager | Relevant designated person shall assume responsibility |
| Has responsibility for adherence and implementation of this Operational Procedure | ACSA Safety Manager/ ACSA ARFFS Manager/ ACSA HOD: SHE/ ACSA AEMR | Relevant designated person shall assume responsibility |

## 6. Verification

This procedure shall be verified in accordance with ACSA Verification Policy, Procedure and Working Instruction - Z001 002M.

## 7. Non Conformance

Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M.

## 8. References

ACSA Non-Conformance Policy, Procedure and Working Instruction - Z001 001M
ACSA Verification Policy, Procedure and Working Instruction - Z001 002M
ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M
ACSA Document Control Procedure - Z001 006M
ACSA Record Keeping Requirements Procedure - Z001 008M
ACSA Airfield Standard Operating Procedure Manual

## 9. Change Control

This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M.

## 10. Records

| Record Name | Storage Location | Record Number | Responsible Person | Retention Time |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work | ACSA Safety Department | EMS 048 | ACSA AEMR | Five (5) years |
| ACSA Service and Maintenance Contractors Procedure | ACSA Master Document Control Office | T050 009M | ACSA Senior Administrator: Policies and Procedures | Five (5) years |

**11. Endorsement (See ACSA Master File in Document Control Office, Corporate)**

| Activity | Name | Signature | Date |
|---|---|---|---|
| Approval | ACSA Group Specialist: Aviation Compliance and Policy<br><br>Kenton Sim | | 28/03/2013 |
| Authorisation | ACSA Group Executive: Aviation Services<br><br>John Neville | | 28/03/2013 |
| Quality Assurance: Policy and Procedure | ACSA Corporate Specialist: Aviation Services and Technical Policy<br><br>Michelle Erasmus | M Erasmus | 03/04/2013 |

# C4.5: ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048

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

| ISSUE | REQUIREMENT |
|---|---|
| **Environmental Policy** | ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy). |
| **Stormwater, Soil and Groundwater Pollution** | • No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources.<br>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.<br>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.<br>• No leaking equipment or vehicles shall be permitted on the airport. |
| **Air Pollution** | • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.<br>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.<br>• Fires: No open fires shall be permitted on site. |
| **Noise Pollution** | • All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.<br>• The Contractor shall comply with the applicable regulations with regard to noise. |
| **Waste Management** | • Waste shall be separated as general or hazardous waste.<br>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste is not feasible.<br>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.<br>• Contractors shall maintain a tidy, litter free environment at all times in their work area.<br>• Contractors must keep on file:<br>1. The name of the contracting waste company<br>2. Waste disposal site used<br>3. Monthly reports on quantities – separated into general, hazardous and recycled<br>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal<br>5. Copy of waste permit for disposal site<br>This information must be available during audits and inspections. |
| **Handling & Storage of Hazardous Chemical Substances (HCS)** | • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.<br>• Materials Safety Data Sheets shall be stored with all HCS.<br>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).<br>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.<br>• Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances. |
| **Water and Energy Consumption** | ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage. |
| **Training & Awareness** | The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport. |

**Penalties**

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

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

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

I, ________________________________ (name & surname) of __________________________________ (company)

agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____________________ on this date: ______________________ (dd/mm/yyyy)

at: __________________________________________ (airport name).

## C4.6: Baseline HIRA: ACSA Generic Hazards Assessment

| Baseline Risk Assessment | |
|---|---|
| Project Name: | Provision of Professional Civil Engineering Services for the Rehabilitation of The Fire Simulation Drainage Project at The East London Airport |
| Document Number: HIRA 1 | Revision Number: 001 |

| Risk Severity Definition | Description: Consequence (can lead to)… | Examples of what to look out for… |
|---|---|---|
| **Category A** Catastrophic | One or more multiple deaths and complete loss or destruction of equipment | A major accident |
| **Category B** Hazardous | Serious injuries or major damage to equipment | Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely |
| **Category C** Major | Minor injuries or minor equipment damage | A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency |
| **Category D** Minor | Incidents | Operating limitations are breached. Procedures are not used correctly |
| **Category E** Negligible | Negligible or Inconvenience | Few consequences. No safety consequences. Nuisance |

| Likelihood Probability | Description | Examples of what to look out for… |
|---|---|---|
| **Category 1** | Extremely Improbable (Rare) | Almost inconceivable that the event shall occur |
| **Category 2** | Improbable (Seldom) | Very unlikely that the event shall occur. It is not known that it has ever occurred before |
| **Category 3** | Remote (Unlikely) | Unlikely but could possibly occur. Has occurred rarely. |
| **Category 4** | Occasional | Likely to occur sometimes. Has occurred infrequently. |
| **Category 5** | Frequent | Likely to occur many times or regularly. Has occurred frequently or regularly |

| | | Catas-trophic | Hazardous | Major | Minor | Negligible |
|---|---|---|---|---|---|---|
| | | A | B | C | D | E |
| **Frequent** | 5 | 5A | 5B | 5C | 5D | 5E |
| **Occasional** | 4 | 4A | 4B | 4C | 4D | 4E |
| **Remote** | 3 | 3A | 3B | 3C | 3D | 3E |
| **Improbable** | 2 | 2A | 2B | 2C | 2D | 2E |
| **Extremely Improbable** | 1 | 1A | 1B | 1C | 1D | 1E |

| Generic Hazard | Specific component of Hazard | Hazard related consequence | Existing defenses to control risk | Safety Risk Index |
|---|---|---|---|---|
| Site establishment | Delivering of containers and materials; increased vehicle movements and location of services | Operational disruptions, incidents and service disruptions | Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily | 2D |
| Site Access | Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations | Injuries to Airport users, traffic build up, operational delays, vehicle incidents | Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations. | 2D |
| Persons on airside | Accidents and injuries | Injury to persons/Fatality | All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work. | 3A |

| | | | | |
|---|---|---|---|---|
| Vehicles on airside | Accidents and injuries | Damage to aircraft/vehicles/property/persons | All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access | 4A |
| Driving on airside | Incidents | Damage to aircraft/ vehicles/property / persons | Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit<br>The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be affected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place | 4A |

| | | | | |
|---|---|---|---|---|
| Driving on runways and taxiways without permission | Incursion (include definition) | Collision with aircraft/property damage or fatality/ies | Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance. | 3A |
| Noise | Health Risks | Noise induced hearing loss | Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission. | 3B |
| Jet blast | Potential injuries and property | Damage to vehicles/property /persons | Signage warning against jetblast is installed at high risk areas. Risks associated with jetblast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75 meter clearance behind aircraft to be observed to prevent jetblast. Contractors to be aware of aircraft movements | 4C |

| | | | | |
|---|---|---|---|---|
| Perimeter fence breach | Security risk | National Key Point Violation | Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3meter of the perimeter fence. | 3B |
| Crane operations | Height of crane | Flight path obstruction/collision with aircraft | 30 meter height restriction procedure – refer to Airfield Operation Department for further information | 2A |
| Weather | Adverse weather conditions | Damage to aircraft/vehicles/equipment | Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured | 4A |
| Construction works | Foreign Object Debris (FOD) | Ingestion into aircraft engine | Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions) | 4B |
| Construction works | Working at Height | Injury /fatality | Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included | 3A |
| Construction works | Storage of hazardous chemicals substances | Contamination/fire/ injury to persons/ environmental impact | ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates.<br>ACSA Environment and Fire and Rescue to be notified where a spill occurs. | 4B |

| | | | | |
|---|---|---|---|---|
| Construction works | Waste | Attracts rodents and birds which leads to bird strikes and adds to FOD | Waste management to be implemented in line with ACSA's Environmental Terms and Conditions | 4B |
| Construction works | Spillages (fuels/oils/hydraulics/chemicals/ human waste) | Contamination/Pollution/injury to persons/adverse health effects | ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs | 4B |
| Construction works | Dust | Damage to aircraft//injury to persons/adverse health effects/ | Dust suppression measures are to be implemented and PPE used where required | 4A |
| Construction works/ Trenching | Damage to underground services. Interruption of critical services | Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions | Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision. | 4A |
| Delivery of materials | Falling materials or stones or sand | Vehicle/pedestrian accidents | Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries | 4E |

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|---|---|---|---|---|
| Lack of signage – warning signs | Injuries and accidents | Injuries and accidents | Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed | 2D |
| Road crossing Central Boulevard | Not using the tunnel for crossing | Vehicle and pedestrian accidents | Contractor staff are to cross the Boulevard via the North or South tunnels | 4B |
| Waste management | Environmental impact | Illegal dumping | Temporary laydown areas to be identified and no illegal dumping is permitted. | 3C |
| Trolleys | Damaging trolleys through misuse | Injuries and property damage | Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only | 5D |
| Golf carts | Misuse of golf carts | Injuries and property damage | Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof | 3D |
| Fire equipment | Use and abuse of fire equipment | Injuries and property damage | Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times | 2B |

| | | | | |
|---|---|---|---|---|
| Unattended bags | Security risk | Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat- damage to property, vehicle and or Operational disruptions | Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS | 5C |
| Speed limits | Car accidents | Injuries and vehicle damage | Speed limits on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding | 3C |
| Deliveries | Elevated Road | Disrupt traffic flow and passenger movements | No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required, and delivery times are to be specified. | 2C |
| Overhead works | Falling items | Injuries, vehicles, property damage | Fall protection plan required as per the Construction Regulations 2014. | 5C |
| General housekeeping | Damage to escalators | Injuries, property damages | Escalators are not be used to transport heavy items in the Parkade. | 4C |