



**BID DOCUMENT  
FOR**

**TENDER REQUEST FOR THE PROVISION TO UPGRADE AGL  
(AIRFIELD GROUND LIGHTING) INFRASTRUCTURE FOR A  
PERIOD OF 24 MONTHS AT KING SHAKA INTERNATIONAL  
AIRPORT.**

**BID REFERENCE NUMBER: KSIA7427/2024/RFP**

**MARCH 2024**

**Issued by  
Airports Company South Africa**

**KING SHAKA INTERNATAIONAL AIRPORT**

**Note:**

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

**VOLUME 1**

**NAME OF BIDDER: .....**

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

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

## BIDDER'S DETAILS

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

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## T1.1 Tender Notice and Invitation to Tender

**TENDER REQUEST FOR THE PROVISION TO UPGRADE AGL (AIRFIELD GROUND LIGHTING) INFRASTRUCTURE FOR A PERIOD OF 24 MONTHS AT KING SHAKA INTERNATIONAL AIRPORT.**

**TENDER REFERENCE NUMBER: KSIA7427/2024/RFP**

Only tenderers who are a CIDB contractor grading of **7 EP / 7 EB** or higher as stated on the Tender Data may submit tender offers.

**CIDB TENDER PUBLICATION /NOTICE - 08<sup>th</sup> MARCH 2024**

### TENDER DOCUMENT AVAILABILITY

Tender document is available from **FRIDAY, 08<sup>TH</sup> MARCH 2024, FROM 15:00 PM** For free, Download from National Treasury's eTender Publication Portal (<http://www.etenders.gov.za>)

**KINDLY PRINT AND COMPLETE.**

Queries relating to the issue of these documents may be addressed to Ms.

**Tel no:** 011 723 1568

**Cell no:** 061 644 6380

**E-mail address:** [Onkgopotse.Boikanyo@airports.co.za](mailto:Onkgopotse.Boikanyo@airports.co.za)

Closing date for enquiries is **04th APRIL 2024 at 14:00 PM**

### COMPULSORY BRIEFING

A compulsory clarification meeting with representatives of the Employer will take place at online (**MS TEAMS**), on **22<sup>nd</sup> MARCH 2024, starting at 13:00 PM hrs.**

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Microsoft Teams meeting

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

[Click here to join the meeting](#)

Meeting ID: 317 861 518 846

Passcode: BnkDET

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

**Or call in (audio only)**

[+27 21 834 0841,,41340237#](#) South Africa, Cape Town

Phone Conference ID: 413 402 37#

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



**CLOSING DATE**

The closing time for receipt of tenders is **MONDAY ,15<sup>TH</sup> APRIL 2024 @ 12:00 PM** (South African Time).

The bid document must be delivered to the address below and must be addressed as follows:  
Airports Company SA SOC Ltd,

**HAND DELIVERY:**

**King Shaka International Airport  
La Mercy  
MSO Building (Multi Storey Office Block)  
Ground Floor, Reception  
Outside Terminal Building  
Near Pickup Zone**

**THE TENDER BOX IS LOCATED AT:**

**King Shaka International Airport  
La Mercy  
MSO Building (Multi Storey Office Block)  
Ground Floor, Reception  
Outside Terminal Building  
Near Pickup Zone**

**OFFICE HOURS 8am – 3pm**

**CLOSED ON THE WEEKENDS AND PUBLIC HOLIDAY**

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

No late tenders will be accepted.

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

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

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

## T1.2 Tender Data

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

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

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

Clause Number	Tender Data
<b>C.1</b>	<b>GENERAL</b>
C.1.1	The Employer is AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
C.1.2	<p>The Tender Documents issued by the Employer comprise:</p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 CIDB Standard conditions of tender</p> <p><b>Part T2: Returnable Document</b></p> <p>T2.1 List of returnable documents T2.2 Returnable schedule</p> <p><b>Part C1: Agreements and Contract Data</b></p> <p>C1.1 Form of offer and acceptance C1.2 Contract data</p> <p><b>Part C2: Pricing Schedule</b></p> <p>C2.1 Pricing instructions C2.2 ACSA Service Level Agreement C2.3 Bills of Quantities Section 1 - Preliminaries</p> <p><b>Part C3: Scope of work</b> <b>Part C4: Site information</b> <b>Part C5: Annexures</b></p>
C.1.4	<p>The Employer's Agent is: Onkgopotse Boikanyo</p> <p>Telephone number: <b>011 723 1568</b></p> <p>Cell phone number: <b>061 644 6380</b></p> <p>Email address: Onkgopotse.Boikanyo.airports.co.za</p> <p>All communication during the Tender period shall not be made to the Principal Agent but to ACSA's Supply Chain Department</p>
C.1.5	<p><b>C1.5 Cancellation and Re-Invitation of Tenders</b></p> <p>C1.5.1 An employer may, prior to the award of the tender, cancel a tender if-</p> <p>a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;</p> <p>b) funds are no longer available to cover the total envisaged expenditure; or</p> <p>c) no acceptable tenders are received.</p> <p>d) there is a material irregularity in the tender process.</p>

	<p>C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised</p> <p>C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.</p>
C.1.6	<p><b>Procurement procedures</b></p> <p>C.1.6.1 General</p> <p>Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.</p> <p><b>C.1.6.2 Competitive negotiation procedure</b></p> <p>C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.</p> <p>C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p> <p>C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.</p> <p>C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.</p>
<b>C.2</b>	<b>TENDERER'S OBLIGATIONS</b>
C.2.1	<p><b>Eligibility</b></p> <p>C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.</p> <p>C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.</p>
C.2.2	<p><b>Cost of tendering</b></p> <p>C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.</p>

C.2.3	<p><b>Check documents</b></p> <p>Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.</p>
C.2.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.</p>
C.2.6	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
C.2.7	<p><b>Clarification meeting</b></p> <p>The arrangements for a compulsory briefing session are as stated in the Tender Notice and Invitation to Tender (T1.1).</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
C.2.8	<p><b>Seek clarification</b></p> <p>Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.</p>
C.2.9	<p><b>Insurance</b></p> <p>Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.</p>
C.2.10.3	<p>This contract shall not be subject to Contract Price Adjustments, foreign fluctuations, etc and all rates and prices shall remain FIXED, final and binding for the full duration of this contract.</p>
C.2.11	<p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.</p>
C.2.12	<p><b>Alternative bids will not be considered. (If applicable please copy the clause as per SFU 2019)</b></p>
C.2.13	<p><b>Submitting a tender offer</b></p> <p>C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.</p> <p>C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.</p> <p>C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.</p> <p>C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers</p>



	<p>proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
C.2.14	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.</p>
C.2.15	<p><b>Closing time</b></p> <p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b><u>HAND DELIVERY:</u></b></p> <p><b>King Shaka International Airport</b> <b>La Mercy</b> <b>MSO Building (Multi Storey Office Block)</b> <b>Ground Floor, Reception</b> <b>Outside Terminal Building</b> <b>Near Pickup Zone</b></p> <p><b>IDENTIFICATION DETAILS:</b></p> <p><b>BID REF. NO:</b></p> <p><b>TITLE: TENDER REQUEST FOR THE PROVISION TO UPGRADE AGL (AIRFIELD GROUND LIGHTING) INFRASTRUCTURE AT KING SHAKA INTERNATIONAL AIRPORT.</b></p> <p><b>CLOSING DATE: MONDAY ,15 APRIL 2024 @ 12:00 PM</b></p>
C.2.16	<p><b>Tender offer validity</b></p> <p>C.2.16.1 Hold the tender offer(s) valid for <b>12-weeks (60 Days )</b> for acceptance by the employer at any time during the validity period stated after the closing time stated in the tender data.</p> <p>C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.</p> <p>C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).</p> <p>C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".</p>
C.2.17	<p><b>Clarification of tender offer after submission</b></p> <p>Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of</p>

	arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
C.2.20	<p><b>Submit securities, bonds and policies</b></p> <p>If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.</p>
<b>C.3</b>	<b>EMPLOYER'S UNDERTAKINGS</b>
C.3.1	<p><b>Respond to requests from the tenderer</b></p> <p>The Employer will respond to requests for clarification received up to five (5) working days before the tender closing time.</p>
C.3.2	<p><b>Issue Addenda</b></p> <p>Addenda will be issued until three (3) working days before the tender closing time.</p>
C.3.3	<p><b>Return late tender offers</b></p> <p>Tender offers received after the closing time stated in the Tender Data will be returned, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.</p>
C.3.4	There will be public opening of tenders after the <b>closing date and time</b> . Tender opening register will be made available to all bidders who submitted a bid.
C.3.7	<p><b>Grounds for rejection and disqualification</b></p> <p>Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.</p>
C.3.8	<p><b>Test for Responsiveness</b></p> <p>C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:</p> <ol style="list-style-type: none"> <li>complies with the requirements of these Conditions of Tender, (scope work, pricing, proposed amendments and qualifications, cover letters must be considered)</li> <li>has been properly and fully completed and signed, and</li> <li>is responsive to the other requirements of the tender documents.(check certificates if attached, eg Qualifications, etc allow bidder reasonable time to submit.)</li> </ol> <p>C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:</p> <ol style="list-style-type: none"> <li>detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,</li> <li>significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or</li> <li>affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.</li> </ol> <p>Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
C.3.9	<b>Arithmetical errors, omissions and discrepancies.</b>



	<p>C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;                  b) omissions made in completing the pricing schedule or bills of quantities; or                  c) arithmetic errors in:</p> <p>(i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or                  (ii) the summation of the prices.</p> <p>C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.</p> <p>C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:                  a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.</p> <p>b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p>												
<p>C.3.10</p>	<p><b>Clarification of a tender offer</b>                  Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.</p>												
<p>C.3.11</p>	<p><b>A staged approach will be used to evaluate tenders</b></p> <table border="1" data-bbox="284 1377 1516 1713"> <thead> <tr> <th data-bbox="284 1377 590 1451">Stage 1</th> <th data-bbox="590 1377 750 1451">Stage 2</th> <th data-bbox="750 1377 949 1451">Stage 3</th> <th data-bbox="949 1377 1149 1451">Stage 4</th> <th data-bbox="1149 1377 1321 1451">Stage 5</th> <th data-bbox="1321 1377 1516 1451">Stage 5</th> </tr> </thead> <tbody> <tr> <td data-bbox="284 1451 590 1713">                     Test for Responsiveness.                       Check if all the documents have been received.                 </td> <td data-bbox="590 1451 750 1713">                     Mandatory Requirements                 </td> <td data-bbox="750 1451 949 1713">                     Evaluate on functionality or the technical aspect of the bid                 </td> <td data-bbox="949 1451 1149 1713">                     Evaluate price and Preference.                 </td> <td data-bbox="1149 1451 1321 1713">                     Objective Criteria                 </td> <td data-bbox="1321 1451 1516 1713">                     Security Vetting   <b>(Will be conducted if deemed necessary)</b> </td> </tr> </tbody> </table> <p><b>Stage 1 Test for responsiveness</b> as outlined by the clause C3.8 above.</p> <p><b>Stage 2 Mandatory Administration Criteria</b></p> <p>(a) Completed in full and signed Form of offer C1.1.</p> <p>(b) Only tenderers who are a CIDB contractor grading of <b>7 EB / 7 EP</b> or higher.</p>	Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 5	Test for Responsiveness.  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	Security Vetting  <b>(Will be conducted if deemed necessary)</b>
Stage 1	Stage 2	Stage 3	Stage 4	Stage 5	Stage 5								
Test for Responsiveness.  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	Security Vetting  <b>(Will be conducted if deemed necessary)</b>								



(c) Bidders must complete and acknowledge Bidder's Disclosure form SBD4.

(d) Attendance of compulsory virtual session

**STAGE 3 FUNCTIONALITY EVALUATION CRITERIA**

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

The functionality evaluation will be conducted by the 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:

**FUNCTIONALITY CRITERIA**

Criteria Description	Minimum	Weight												
<p><b>1. Company Experience</b>                      Proven experience in Airfield Ground Lighting cable installation AGL Maintenance  <b>OR MV electrical cable installation</b></p> <ul style="list-style-type: none"> <li>• 1 or less projects           <b>0</b></li> <li>• 2 Projects                       <b>18</b></li> <li>• 3 or more Projects           <b>30</b></li> </ul> <p>Proven experience must be demonstrated by means of <b>completion certificates OR Reference letters</b>. A valid reference letter / <b>completion certificates should</b> be on a client letterhead. The reference letter / <b>completion certificates should</b> have the scope, value of contract, name of contact person and contact details. Reference letters / <b>completion certificates missing</b> above key information will be rendered invalid and will not be considered.</p>	18	<b>30</b>												
<p><b>2. OEM Letters/Certificates of compliance with ICAO or FAA Standards on the airfield materials to be supplied.</b>                      A supplier must provide in OEM certificates/letters of compliance with ICAO or FAA</p> <ul style="list-style-type: none"> <li>• No Valid certificate/Letter           <b>0</b></li> <li>• ICAO or FAA certificates/ Letters submitted           <b>12</b></li> <li>• ICAO and FAA certificates/letters submitted           <b>20</b></li> </ul>	12	<b>20</b>												
<p><b>3. Contract Manager</b></p> <p><b>a. Relevant Experience in contract or project management</b> <i>(project details and reference to be supplied)</i></p> <table border="1" style="margin-left: 20px;"> <tr> <td style="background-color: #FFFF00;">&gt;5 years</td> <td style="background-color: #FFFF00;">3 – 5 Years</td> <td style="background-color: #FFFF00;">&lt;3 Years</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">6</td> <td style="text-align: center;">0</td> </tr> </table> <p><b>b. Relevant Education (Project Management / Electrical /Managerial Diploma)</b> <i>(certified qualification certificate to be provided)</i></p> <table border="1" style="margin-left: 20px;"> <tr> <td style="background-color: #FFFF00;">B-Tech or Higher</td> <td style="background-color: #FFFF00;">Diploma</td> <td style="background-color: #FFFF00;">Less than a diploma</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">6</td> <td style="text-align: center;">0</td> </tr> </table>	>5 years	3 – 5 Years	<3 Years	10	6	0	B-Tech or Higher	Diploma	Less than a diploma	10	6	0	6	<b>10</b>
>5 years	3 – 5 Years	<3 Years												
10	6	0												
B-Tech or Higher	Diploma	Less than a diploma												
10	6	0												
	6	<b>10</b>												





Pmin = Price of lowest acceptable tender

**Evaluation of Preference**

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

Category	Specific Goals	Score
		10
Construction	51% owned by Black male and Black women and Black youth and People living with disabilities	10
	51% owned by Black male or Black women or Black youth or People living with disabilities (at least two of the above designated groups must achieved)	8
	51% owned by Black male or Black women or Black youth or People living with disabilities	6
	Less than 51% owned by Black male, Black women, Black youth, People living with disabilities	4
	Other	0

**STAGE 6 (OBJECTIVE CRITERIA)**

In line with the PPPFA, the tender must be awarded to the bidder who scores the highest points, unless objective criteria in addition to those contemplated in the specific goals (Preference) justify the award to another bidder or ACSA splits the award or cancels the bid, or commercial risks *etcetera*. After price and

Preference evaluation, the Bids must be checked to determine compliance with prescribed objective criteria. Objective criteria that will be used in the evaluation of this Bid must be disclosed in the published Bid document and evaluated, failing which ACSA will be bound to award the Bid to the highest points earner on Price and Preference.

**PRESCRIBED OBJECTIVE CRITERIA FOR THIS BID.**

a) For this tender, a minimum of **30%** of the total contract value shall be sub-contracted to an Exempted Micro Enterprise (EME) and /or Qualified Small Enterprise (QSE).

**NOTE:** Sub-contracting agreement between the main bidder and sub-contractor is required, BBB EEE of the sub-contractor, CSD report of the sub-contractor, share certificate, CIPC documents of the sub-contractor and should be registered with CIDB class of work **EP/ EB**.

**DETERMINE ACCEPTABILITY OF PREFERRED TENDERER:**

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



	<ul style="list-style-type: none"> <li>• Unduly high or unduly low tendered rates or amounts in the tender offer;</li> <li>• Contract data provided by the tenderer; or</li> <li>• The contents of the tender returnable which are to be included in the contract.</li> </ul>
C.3.12	<p><b>Insurance provided by the employer</b>  <b>Refer to Contract Data</b></p>
C.3.13	<p>C.3.13 Acceptance of tender offer</p> <p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ul style="list-style-type: none"> <li>a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;</li> <li>b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;</li> <li>c) has the legal capacity to enter into the contract;</li> <li>d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;</li> <li>e) complies with the legal requirements, if any, stated in the tender data; and</li> <li>f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</li> </ul>

## Standard Conditions of Tender

### C.1 General

#### C.1.1 Actions

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

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

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

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

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

#### C.1.2 Tender Documents

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

#### C.1.3 Interpretation

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

**C.1.3.2** These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests



- which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
  - c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
  - d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first



round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

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

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

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying



requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

### **C.2.4 Confidentiality and copyright of documents**

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

### **C.2.5 Reference documents**

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

### **C.2.6 Acknowledge addenda**

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

### **C.2.7 Clarification meeting**

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

### **C.2.8 Seek clarification**

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

### **C.2.9 Insurance**

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



### **C.2.10 Pricing the tender offer**

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

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

### **C.2.11 Alterations to documents**

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

### **C.2.12 Alternative tender offers**

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

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

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

### **C.2.13 Submitting a tender offer**

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

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

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

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer.



Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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

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

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

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

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

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

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

#### **C.2.15 Closing time**

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

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

#### **C.2.16 Tender offer validity**

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

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

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

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute



tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

#### **C.2.17 Clarification of tender offer after submission**

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

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

#### **C.2.18 Provide other material**

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

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

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

#### **C.2.19 Inspections, tests and analysis**

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

#### **C.2.20 Submit securities, bonds and policies**

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

#### **C.2.21 Check final draft**

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

#### **C.2.22 Return of other tender documents**

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

#### **C.2.23 Certificates**

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



### **C.3 The employer's undertakings**

#### **C.3.1 Respond to requests from the tenderer**

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

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

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

#### **C.3.2 Issue Addenda**

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

#### **C.3.3 Return late tender offers**

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

#### **C.3.4 Opening of tender submissions**

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

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

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

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

#### **C.3.5 Two-envelope system**

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

whose technical proposal is opened.

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

### **C.3.9 Arithmetical errors, omissions and discrepancies**

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

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:





- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
  - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
  - (ii) the summation of the prices.

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

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

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

<b>The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:</b>	
<b>Requirement</b>	<b>Qualitative interpretation of goal</b>
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.

Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**



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

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

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

### **C.3.15 Complete adjudicator's contract**

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

### **C.3.16 Registration of the award**

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

### **C.3.17 Provide copies of the contracts**

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

### **C.3.18 Provide written reasons for actions taken**

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



**AIRPORT**

**BID REF. No:**

**Title.**

# **Part T2: Returnable Documents**

**T2.1: List of Returnable Document**

**T2.2: Returnable Schedules**

**AIRPORTS COMPANY SOUTH AFRICA**

**AIRPORT**

**BID REF. No:****TITLE****T2.1: LIST OF RETURNABLE DOCUMENTS**

<b>The tenderer must complete the following returnable documents:</b>		<b>Completed (tick)</b>
<b>1</b>	<b>Returnable Schedules required for tender evaluation purposes only</b>	
	A1: Certificate of Attendance at Compulsory Briefing session	
	A2: Record of Addenda to Tender Documents	
	A3: Certificate of Authority for Signatory	
	A4: Certificate of Authority for Joint Ventures ( <i>where applicable</i> )	
	A5: Schedule of the Tenderer's Recent Experience related to this Project	
	A6: Completion Certificates of Previous Projects Completed	
	A7: Certified Copies of Client Reference Letters of Previous Projects Completed	
	A8: Proof of Contract Values of Previous Projects Completed	
	A9: Schedule of Current Commitments	
	A10: SBD 4: Bidder's Disclosure Form	
	A11: SBD 6.1: Preference points claim form in terms of preferential procurement Regulations	
	A12: SBD 6.2 Declaration for local content and production for PPPFA designated sectors ( <i>if applicable</i> )	
	A13: Confidentiality and Non-Disclosure Agreement.	
<b>2</b>	<b>Other documents required only for tender evaluation purposes</b>	
	B1: Proof of registration for Contractor's WCA registration and or COID	
	B2: A certified copy of Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)	
	B3: SARS Pin issued by the South African Revenue Services.	
	B4: An original Bank Statement of good financial standing (Bank Rating) for the tender sum	
	B5: Central Supplier Database (CSD) proof of registration.	
<b>3</b>	<b>Returnable Schedules required for tender evaluation purposes that will be incorporated into the contract</b>	
	<b>C1.1 Form of Offer and Acceptance (Contract part)</b>	
	C1: Compulsory Enterprise Questionnaire	
	C2: Schedule of Proposed Subcontractors	
	C4: Subcontractor's Supporting Documents	
	C5: Plant and Equipment	
	C6: A certified copy of B-BBEE Verification Certificate	
	C7: CV's of key personnel	
	C8: Certified Certificates of Qualifications of Key Personnel.	
	C9 Work Plan and Proposed Methodology	
	C10 Occupational Health and Safety Questionnaire	
	C11 Schedule of Information to be provided by Tenderer	
	C12 Proposed Amendments and Qualifications	

**T2.2: RETURNABLE SCHEDULES**



**FORM A1. Certificate of Attendance of the Compulsory Briefing Session**

This is to certify that  
 I, .....  
 Representative of (tenderer).....  
 .....  
 of (address).....  
 .....  
 .....  
 e-mail .....  
 telephone number .....  
 fax number.....  
 visited the compulsory brief session held on date.....

Signed		Date	
Name		Position	
Tenderer			

Signed by ACSA  
 Representative:

Name: .....



**FORM A2. Record of Addenda to Tender Documents**

We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**Form A3: Certificate of Authority for Signatory**



- (1) Signatories for close corporations and companies shall confirm their authority by attaching to this form a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.
- (2) In the event that the tenderer is a joint venture, a certificate of authority for signatories (Form A3) is required from all members of the joint venture and the designated lead member shall be clearly identified as requested by tender condition C2.13.4.

An example is shown below:

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

Mr/Ms .....

whose signature appear below, has been duly authorized to sign all documents in connection with this tender for Tender number **xxxx/20 /RFx** and any contract which may arise there from on behalf of

(block capitals) .....

.....

Signed on behalf of Company: .....

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

Date:..... Signatory of Authority: .....

Witnesses:

.....  
Signature

.....  
Signature

.....  
Name (print)

.....  
Name (print)

**Attach:**

- **Latest Audited Annual Financial Report (If applicable)**
- **Bank reference Letter**

Signed		Date	
Name		Position	
Tenderer			

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





This Returnable Schedule is to be completed by joint ventures.

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

**Please attach JV agreement stipulation % share of each JV**

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

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

**FORM A5. Schedule of the Tenderer’s Recent Experience**



The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last **xx years**.

Bidders are requested to submit a comprehensive portfolio of relevant (value and complexity) projects successfully completed.

As a minimum the bidder is to have successfully completed at least **xxxx** each project with contract value of **RXX million (inclusive of VAT)** or more to achieve a satisfactory score.

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

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

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

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

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



Signed		Date	
Name		Position	
Tenderer			

**FORM A6 Certified Copies of Completion Certificates of Previous Projects Completed**



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

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

Signed		Date	
Name		Position	
Tenderer			

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

Please attach certified copies of Client Reference Letters of Previous Projects Completed as listed under Form A5 above to this page.



A minimum of three (3) reference letters required from the client bodies/Principal Agent.

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

Signed		Date	
Name		Position	
Tenderer			

**Form A8 Proof of Contract Values of Previous Projects Completed**

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



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

Signed		Date	
Name		Position	
Tenderer			

**Form A9: Schedule of Current Commitments**

1. The tenderer shall list below all projects with which the proposed key personnel are currently involved.





line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be

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





true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

**SBD 6.1**

**A11. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 SBD 6.1**

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



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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

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

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

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
<b>PRICE</b>	
<b>SPECIFIC GOALS / PREFERENCE</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = 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:

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

80/20 or 90/10

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.) (Delete the column that are not applicable depending on the budget of the tender)***

The specific goals/preference point allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)	Number of points claimed (90/10 system)	Number of points claimed (80/20 system)



	(To be completed by the organ of state)	(To be completed by the organ of state)	(To be completed by the tenderer)	(To be completed by the tenderer)
51% owned by Black male and/or 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.

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



## **A12 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS** *(Remove if not applicable)*

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

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

### **1. General Conditions**

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

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

Where

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

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

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

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------



Xxxxxxxx

xxxxxxxxxx

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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





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

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

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

NB

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

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution



imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

**Form A13: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

Between

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**



(Registration No. 1993/004149/30)  
 (“Airports Company”)

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

**AND**

**[NAME OF SERVICE PROVIDER]**  
 (Registration No: \_\_\_\_\_ )  
 (“\_\_\_\_\_”)

of  
 [Service Providers Address]

**1. INTERPRETATION**

In this agreement -

- 1.1 "confidential Information" – is information which is confidential to the disclosing party, and includes whether in written, graphic, oral, proprietary, tangible, intangible, electronic or other form, and, -
  - 1.1.1 any information in respect of know-how, formulae, statistics, processes, systems, business methods, marketing, trading and merchandising methods and information, promotional and advertising plans and strategies, pricing, financial plans and models, inventions, long-term plans, research and development data, user or consumer/customer data and profiles, ideas, computer programmes, drawings and any other information of an confidential nature of the disclosing party, in whatever form it may be;
  - 1.1.2 the contractual business and financial arrangements of the disclosing party and others with whom it has business arrangements of whatever nature;
  - 1.1.3 all information peculiar to the business of the disclosing party which is not readily available to a competitor of the disclosing party in the ordinary course of business;
  - 1.1.4 the fact of and content of any discussions between the disclosing party and the receiving party as well as the existence and content of any agreement, which may be concluded between the disclosing party and the receiving party;
  - 1.1.5 all other matters of a confidential nature which relate to the disclosing party’s business;
  - 1.1.6 generally, information which is disclosed in circumstances of confidence or would be understood by the parties, exercising reasonable business judgement, to be confidential;
  - 1.1.7 all information of whatsoever nature relating to the disclosing party as contemplated in 2.1 below;

but does not include information which -



- 1.1.8 is or hereafter becomes part of the public domain, otherwise than as a result of a breach or default of the receiving party or of a representative or affiliate of the receiving party;
- 1.1.9 can be shown to have been lawfully in the possession of the receiving party or its affiliates or consultants prior to its disclosure and is not subject to an existing agreement between the disclosing party and the receiving party;
- 1.1.10 is acquired by the receiving party independently from a third party who lawfully acquired such information without restriction and who had not previously obtained the confidential information directly or indirectly under a confidentiality obligation from the disclosing party;
- 1.1.11 is acquired or developed by the receiving party independently of the disclosing party and in circumstances which do not amount to a breach of the provisions of this agreement;
- 1.1.12 is disclosed or released by the receiving party to satisfy an order of a court of competent jurisdiction or to otherwise comply with the provisions of any law or regulation in force at the time or the requirements of any recognised stock exchange; provided that, in these circumstances, the receiving party shall inform the disclosing party of the requirement to disclose prior to making the disclosure and provided further that the receiving party will disclose only that portion of the confidential information which it is legally required to so disclose; and the receiving party will use its reasonable endeavours to protect the confidentiality of such information to the widest extent lawfully possible in the circumstances (and shall co-operate with the disclosing party if it elects to contest any such disclosure);
- 1.2 For the purposes of this agreement the party, which discloses confidential information, shall be referred to as “the disclosing party” and the party, which receives the confidential information, shall be referred to as “the receiving party”.
- 1.3 ““affiliate” –of a Party means any person, now or hereafter existing, who directly or indirectly controls, (*holding company*) or is controlled or is under common control of such Party (subsidiary company); a Person “controls” another person if it holds or is beneficially entitled to hold , directly or indirectly, other than by way of security interest only, more than 50% of its voting , income or capital;
- 1.4 “disclosing party” – the party disclosing confidential information in terms of this agreement and being Airports Company;
- 1.5 “receiving party” – the party receiving confidential information in terms of this agreement;
- 1.6 “the parties” – the Airports Company and \_\_\_\_\_.

## 2. **INTRODUCTION**

- 2.1 The parties intend to provide each other with certain information pertaining to their operations and the parties are in the process of discussing certain matters with a view to concluding an agreement (“the potential agreement”), which discussions have required and will require the disclosure to one another of information of a proprietary, secret and confidential nature. Whether or not the parties conclude the potential agreement will not affect the validity of this agreement.
- 2.2 If the confidential information so disclosed is used by the receiving party for any purpose other than that for which its use is authorised in terms of this agreement or is disclosed or disseminated by the receiving party to another person or entity which is not a party to this agreement, this may cause the disclosing party to suffer damages and material financial loss.



- 2.3 This agreement shall also bind the parties, notwithstanding the date of signature hereof, in the event that either party shall have disclosed any confidential information to the other party prior to date of signature hereof.
- 2.4 The parties wish to record the terms and conditions upon which each shall disclose confidential information to the other, which terms and conditions shall constitute a binding and enforceable agreement between the parties and their agents.

### 3. **USE OF CONFIDENTIAL INFORMATION**

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

### 4. **NON-DISCLOSURE**

#### 4.1 THE RECEIVING PARTY undertakes that -

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

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

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

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

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

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

### 5. **COPIES**

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

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

- 6.1 The receiving party shall not use any intellectual property of the Company (including trademarks, service marks, logos, slogans, trade names, brand names and other indicia of origin) (collectively, the "Company IP") for any reason whatsoever without first obtaining the Company's prior written consent which consent the Company shall be entitled to grant solely at its own discretion.
- 6.2 If the receiving party requires the use of such Company IP, a request must be sent to the Brand Custodians Office, via email to [brandcustodian@airports.co.za](mailto:brandcustodian@airports.co.za). Each single request by the same receiving party shall be treated as a new request.
- 6.3 Should the Company provide its consent in terms of clause 6.1 above, the receiving party shall comply with the Company's policies and standards with regard to the use of the Company IP. Such policies and standards shall be communicated to the receiving party at the time the Company grants the consent to the receiving party.
- 6.4 Failure to adhere to the provisions of this clause 6 or the policies, brand requirements and protocols that will be communicated by the Brand Custodians Office to the receiving party, shall result in the penalty equal to the value of 2% (two per cent) of the receiving party's annual turnover in the financial year in which the aforesaid failure occurred.

7. **DURATION**

- 7.1 Subject to Clause 2.3 this agreement shall commence or shall be deemed to have commenced on the date of signature of this agreement by the last party to sign the agreement.
- 7.2 This agreement shall remain in force for a period of 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 domicile for the time being shall be presumed, until the contrary is proved, to have been received by the addressee on the fourth day after the date of posting;
- 11.4.3 is transmitted by facsimile to the addressee's receiving machine shall be presumed, until the contrary is proved, to have been received within one (1) hour of transmission where it is transmitted during normal business hours or, if transmitted outside normal business hours, within one (1) hour of the resumption of normal business hours on the next normal business day.

12. **GENERAL**

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

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

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**  
the signatory warranting that he is duly authorised thereto.

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

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

**AS WITNESSES**





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

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

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

**[NAME OF SERVICE PROVIDER]**

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

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

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

**AS WITNESSES**

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

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

**Form B1 to Form B5: Certificates**

**Attach the following Certificates to this page:**

- B1: Proof of registration for Contractor's WCA registration or COID**
- B2: An original Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB)**
- B3: SARS Pin issued by the South African Revenue Services**
- B4: An original Bank Statement of good financial standing. (This document shall include a Bank Rating for the tender sum as indicated below)**
- B5: Central Supplier Database (CSD) proof of registration with Supplier number (MAAA) and Unique registration number**

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

**BUSINESS POTENTIAL CODE (MARK X AGAINST APPLICABLE CLASSIFICATION)**

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

## Form C1: Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:**

**Section 2: VAT registration number, if any:**

**Section 3: cidb registration number, if any:**

**Section 4: CSD number:**

**Section 5: Particulars of sole proprietors and partners in partnerships:**

*\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

**Section 6: Particulars of companies and close corporations**

Company registration number:

Close corporation number:

Tax reference number:

**Section 7: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

**Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
<i>Enterprise name</i>			

## Form C2: Proposed Domestic Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor.</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			

Signed		Date	
Name		Position	
Tenderer			

**Form C4 Subcontractor Supporting Documents**

**List supporting documents required for subcontractor:**

- Subcontracting Agreement between Main Contractor and Subcontract specifying percentage that will be set aside for the subcontract and the scope of work that will be executed by the subcontract.
- Proof of registration with Central Supplier Database form
- CIPC certificate
- Share Certificate
- Valid BBBEE Certificate.( For Construction Sector/ of Affidavit for EME or QSE)
- CIDB Certificate.

Signed		Date	
Name		Position	
Tenderer			

**Form C5: Plant and Equipment**

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

**FORM C6: A certified copy of B-BBEE Verification Certificate( For Construction Sector/ of Affidavit for EME or QSE)**

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

a) The certificate shall have been issued by:

- i. A verification agency accredited by South African National Accreditation System (SANAS);
  - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
  - b) The verification certificate must be valid at the tender closing date
  - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.
2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
- a) The verification certificate shall identify:
    - i. The name and *domicilium citandi et executandi* of the tenderer
    - ii. The registration and VAT number of the tenderer
    - iii. The dates of granting of the B-BBEE score and the period of validity
    - iv. The expiry date of the verification certificate
    - v. A unique identification number
3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
- a) The name and/or mark/logo of the B-BBEE verification agency.
  - b) The scorecard (GENERIC, QSE )against which the tenderer has been verified.
  - c) The B-BBEE status level
  - d) The SANAS or IRBA logo on the verification certificate.
  - e) The B-BBEE procurement recognition level.
  - f) The score achieved per B-BBEE element.
  - g) The % black shareholding.
  - h) The % black woman shareholding.
  - i) The % black persons with disabilities.
4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency's standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

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

Signed		Date	
Name		Position	
Tenderer			

### FORM C7. The CV's of key personnel

Bidders are referred to [clause C.3.11](#) which indicates the maximum possible score for information requested under this schedule.

**Commitment to the Project**

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

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

Signed		Date	
Name		Position	
Tenderer			

**FORM C8: Certified Certificates of Qualifications of Key Personnel.**

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



Signed		Date	
Name		Position	
Tenderer			

**Form C9 Work Plan and Proposed Methodology**

Signed		Date	
Name		Position	
Tenderer			

### Form C10. Occupational Health and Safety Questionnaire

1.	SHE POLICY, ORGANISATION AND MANAGEMENT INVOLVEMENT	YES	NO
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy		
1.2	Does a She structure exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	Please provide details e.g.		
	<ul style="list-style-type: none"> <li>• Periodical work area inspection</li> <li>• Regular Health and Safety meetings with personnel</li> </ul>		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		

1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?								
	If so, please provide copy thereof								
<b>2.</b>	<b>SHE TRAINING</b>	<b>YES</b>	<b>NO</b>						
2.1	Is training provided to employees at the following stages?								
	<ul style="list-style-type: none"> <li>• When joining the company</li> <li>• When changing jobs within the company</li> <li>• When new plant or equipment needs to be operated</li> </ul>								
	As a result of experience of and feedback from an accident/ incident reports								
	Are you able to provide proof of specialist training provided?								
	Please state how this can be achieved								
2.2	What formal SHE training is provided specifically to								
	<ul style="list-style-type: none"> <li>• First line supervisors</li> </ul>								
	Middle and top management								
	Please describe								
2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?								
	When is this done and how is it achieved?								
2.4	Does this training include the selection, use and care of personal protective equipment?								
2.5	What refresher training is provided and at what intervals?								
	Please list examples								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Course Title</th> <th style="width: 33%;">Target audience</th> <th style="width: 33%;">Interval</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Course Title	Target audience	Interval					
Course Title	Target audience	Interval							
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training?								
	Please list most recent courses								
	Does this include refresher training?								
<b>3.</b>	<b>PURCHASE OF GOODS, MATERIALS AND SERVICES</b>	<b>YES</b>	<b>NO</b>						
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services?								
	Please describe								
3.2	Do you have a system which ensures that all statutory inspection of plant and equipment are carried out?								
	Please give examples of plant /equipment covered								
3.3	Is there record of inspection?								
	Where is it kept?								
	Are you able to supply copies of these inspection records if required?								

3.4	How is plant and equipment, which has been inspected identifies as being safe to use?		
3.5	Do you evaluate the SHE competence of all sub-contractors? Please describe how this is achieved and how the results are monitored		
<b>4.</b>	<b>SHE INSPECTIONS</b>	<b>YES</b>	<b>NO</b>
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?		
4.2	Are records of these inspections kept and available?		
4.3	During the inspections are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored? Please provide examples of the above		
<b>5.</b>	<b>RULES AND REGULATIONS</b>	<b>YES</b>	<b>NO</b>
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors? Do these cover <ul style="list-style-type: none"> <li>• General rules</li> <li>• Project rules</li> <li>• Specific task rules</li> </ul>		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans? Please give examples of where these have been used		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
<b>6</b>	<b>RISK MANAGEMENT</b>	<b>YES</b>	<b>NO</b>
6.1	Have the following, involved in the execution of your work, been identified? <ul style="list-style-type: none"> <li>• Hazards affecting health and safety?</li> <li>• The groups of people who might be affected?</li> <li>• An evaluation of the risk from each significant hazard?</li> <li>• Whether the risks arising are adequately controlled?</li> </ul>		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed? Please list the time frame e.g.    years		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk	Type of PPE	
	Do you have a copy of the issue lists for PPE available on request?		

<b>7</b>	<b>EMERGENCY ARRANGEMENTS</b>	<b>YES</b>	<b>NO</b>
7.1	How do you manage your arrangements for dealing with emergencies? Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid? E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting? Please list institutions used for these training		
<b>8</b>	<b>RECRUITMENT OF PERSONNEL</b>	<b>YES</b>	<b>NO</b>
8.1	Are health and Safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment? In all cases Where type of work requires medical examination		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made? E.g. Via trade testing, reference checks		
<b>9.</b>	<b>REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS</b>	<b>YES</b>	<b>NO</b>
9.1	Do you have a procedure for reporting, investigating and recording accidents and incidents? Please supply a copy		
9.2	Is there a standard report/investigation form used? Please supply a copy		
9.3	Do you have a formal system for reporting situations/near misses etc.? Please provide a copy		
9.4	Please provide the following statistic for the last five years		
		<b>YEAR1</b>	<b>YEAR 2</b>
		<b>YEAR 3</b>	<b>YEAR 4</b>
		<b>YEAR 5</b>	
	Lost time accidents per 100 employees		
	Major/ Reportable injuries per 100 employees		
	Number of dangerous occurrences		
	Lost man day due to accidents		
<b>10</b>	<b>HEALTH AND SAFETY COMMUNICATION AND CONSULTATION</b>	<b>YES</b>	<b>NO</b>
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees? If Yes please describe method		

10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	Do you carry out SHE promotions / campaigns?		
	If Yes please provide examples		

The following documentation should also be provided with the tender:

1. **Management Structure including organogram**
2. **Human Resource Plan**
3. **Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer**
4. **COID Insurance**

**Declaration**

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

<b>Signed</b>		<b>Date</b>	
<b>Name</b>		<b>Position</b>	
<b>Tenderer</b>			

**Form C11: Schedule of Information to be provided by Tenderer**

**1. Company details:**

Registered Address:  
 Contact Person:  
 Telephone:  
 Fax:

**2. Shareholders**

Names/Percentages of holdings:

**3. Bankers**

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

**4. Turnover**

Approximate turnover for each of the past three years:

2020: .....  
 2021: .....  
 2022: .....

**5. Management and Manpower Resources**

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

Name of Supervisor to be allocated to this contract: .....

**6. Construction Equipment (Value in R)**

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

Signed		Date	
Name		Position	

Tenderer	
----------	--

**Form C12: Proposed Amendments and Qualifications**

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

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

Page	Clause item	or	Proposal

Signed		Date	
Name		Position	
Tenderer			





**AIRPORTS COMPANY**  
SOUTH AFRICA

*Guidance notes (delete all guidance notes in red column when document has been compiled)*

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: AGL UPGRADE and 5174**

**TITLE OF PROJECT: AERONAUTICAL GROUND LIGHTING UPGRADE**

**NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at KING SHAKA INTERNATIONAL AIRPORT**  
(Registration Number : 1993/004149/30)

and

(Registration Number : \_\_\_\_\_)

For **AERONAUTICAL GROUND LIGHTING UPGRADE AT KING SHAKA INTERNATIONAL AIRPORT**

---

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

---

**Part C1: Agreements and Contract Data**

**C1.1: Form of Offer and Acceptance**

**Offer**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **AERONAUTICAL GROUND LIGHTING UPGRADE AT KING SHAKA INTERNATIONAL AIRPORT**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

(in \_\_\_\_\_ words)

.....

..... Rands;

(in figures) R.....

**THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE**

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**For the Bidder:**

Name & signature of witness \_\_\_\_\_ *(Insert name and address of organisation)*

Date

**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer’s Offer. In consideration thereof, the Employer shall pay the **Contractor** the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1            Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2            Pricing Data
- Part C3            Scope of Work: Works Information
- Part C4            Site Information

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

.....

.....

.....

.....

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

---



## Part C1.2a Contract Data

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

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

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	<b>B: Priced contract with Bill of Quantities</b>
	Dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	Secondary Options (incorporating amendments)	<b>X2: Changes in the law</b> <b>X7: Delay damages</b> <b>X13: Performance Bond</b> <b>X16: Retention</b> <b>X18: Limitation of liability</b> <b>Z: Additional conditions of contract</b> of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, Applicable King Shaka International Airport
	Address	Airports Company South Africa SOC Limited  <b>King Shaka International Airport, La Mercy</b>
	Telephone	(032) 436 6000
	Fax	(032) 436 6672
10.1	The <i>Project Manager</i> is Sandile Zwane	

Address 1 Canelands Drive,  
Administration Office MSO Building  
King Shaka International Airport  
La Mercy  
4407

Telephone (032) 436 6051  
E-mail address Sandile.Zwane@airports.co.za

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10.1 The *Supervisor* is Mthokozisi Zungu

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Address 1 Canelands Drive,  
Administration Office MSO Building  
King Shaka International Airport  
La Mercy  
4407

Telephone (032) 436 6620  
Fax  
Email Mthokozisi.Zungu@airports.co.za

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11.2 The *works* are AERONAUTICAL GROUND LIGHTING UPGRADE AT KING  
SHAKA INTERNATIONAL AIRPORT

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11.2 The following matters will be included in the Risk Register

- Availability of As Built information
- Access to Site
- Site Constraints and Constructability
- Existing Services
- Delay in supply of material and/or equipment
- Progress of the works against the program
- Travelling public and ACSA stakeholders
- Working on the live Runway and Taxiways

---

11.2 The *Works Information* is in Part C3 'Scope of Works' section of this contract

---

11.2 The *Site Information* is in Part C4 'Works Information' section of this contract

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11.2 The *boundary of the site* is Manoeuvring Area - is that part of an aerodrome to be used  
by aircraft for take-off, landing, and taxiing, excluding aprons

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

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13.1 The *language of this contract* is English

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13.3	The <i>period of reply</i> is	Seven (7) days
<b>3 Time</b>		
31.2	The <i>starting date</i> is	From the latest signatory date from both parties
11.2	The <i>completion date</i> is	24 Months from the start date
30.1	The <i>access date</i> is	Two weeks from the contract signing date
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date	On Tender closing date
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Four (4) weeks
35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the <i>Employer</i> and Others shall not relieve the <i>Contractor</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.
<b>4 Testing and Defects</b>		
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>works</i>
43.2	The <i>defects correction period</i> is	Two (2) weeks
<b>5 Payment</b>		
50.1	The <i>assessment interval</i> is	Four (4) weeks
50.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment is made is	Four (4) weeks
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time
<b>6 Compensation events</b>		
60.1	The <i>weather measurements</i> to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius
60.1	The place where weather is to be recorded (on the Site ) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose



60.1	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	Month	Days	Month	Days
		January	1	July	4
		February	1	August	3
		March	2	September	2
		April	2	October	2
		May	3	November	2
		June	3	December	1
<b>7</b>	<b>Title</b>	No data required for this section of the <i>conditions of contract</i>			
<b>8</b>	<b>Risks and Insurance</b>				
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data Part C1.5			
84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.			
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993			
<b>9</b>	<b>Termination</b>	No data required for this section of the <i>conditions of contract</i>			
<b>10</b>	<b>Data for Main Options</b>				
<b>B</b>	Priced contract with Bill of Quantities	Refer to Contract Data Part C2: Pricing Data, Bill of Quantities as per tender submission			
<b>11</b>	<b>Data for Option W1</b>				
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below			
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council			
W1.4	The <i>tribunal</i> is	Arbitration			
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)			
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.			

W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	
<b>X7</b>	<b>Delay Damages</b>	
	Delay damages of the <i>works</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract (Refer to Contract Data Part C1.3).
<b>X16</b>	<b>Retention</b>	
X16.1	The <i>retention percentage</i> is	5% of the Contract value.
<b>X18</b>	<b>Limitation of Liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices

X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to

The *Contractor's* total direct liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The e excluded matters are amounts payable by the Contractor as stated in this contract for

- Loss of or damage to the *Employer's* property,
- Delay damages,
- Defects liability,
- Insurance liability to the extent of the *Contractor's* risks
- loss of or damage to property (other than the *works*, Plant and Materials),
- death of or injury to a person;
- damage to third party property; and
- infringement of an intellectual property right

---

**Z The Additional conditions of Z1 – Z20 contract are**

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**Amendments to the Core Clauses**

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**Z1 Interpretation of the law**

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**Z1.1 Add to core clause 12.3:**

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *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.

---

**Z2 Providing the Works:**

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**Z2.1 Delete core clause 20.1 and replace with the following:**

The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose

---

**Z3 Other responsibilities:**

---

**Add the following at the end of core clause 27:**

**Z3.1** The *Contractor* shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date

**Z3.2** The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs.

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**Z4 Extending the defects date:**

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- Add the following as a new core clause 46:**
- Z4.1** 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*
- Z4.2** 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
- Z4.3** The *Project Manager* notifies the *Contractor* 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
- 

**Z5 Termination**

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- Z5.1** **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
- 

**Amendment to the Secondary Option Clauses**

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**Z6 Performance Bond**

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- Z6.1** **Amend the first sentence of clause X13.1 to read as follows:**  
The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.
- Z6.2** **Add the following new clause as Option X13.2:**  
The *Contractor* ensures that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security
- 

**Z7 Limitation of liability:**

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- Insert the following new clause as Option X18.6:**
- Z7.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
- Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract
- 

**Additional Z Clauses**

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**Z8 Cession, delegation and assignment**

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- Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
-

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**Z9 Joint and several liability**

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- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

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**Z10 Ethics**

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- Z10.1** The *Contractor* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

---

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

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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *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 subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

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**Z13**     ***Liens and Encumbrances***

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

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**Z14**     ***Intellectual Property***

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

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

**Z16 Dispute resolution:**

**Z16.1 Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

**Z16.2 Appointment of the Arbitrator**

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

Panel of Arbitrators

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

**Z17 Notification of a compensation event**

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

**Z18 BBEE Certificate**

**Z18.1** The *Contractor* 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.

**Z19 Communication**

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

**Z19.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

**Z20 Delegation**

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

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





**PART C1.2b CONTRACT DATA**

**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

<b>Clause</b>	<b>Statement</b>	<b>Data</b>
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	Only the Site Area. See C4 'Site Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule as per Tender Submission</b>
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

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11.2	The <i>completion date</i> is	TBC
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11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"><li>• Existing Services</li><li>• Access to Site</li><li>• Delay in supply of material and/or equipment</li><li>• Progress of the works against the program</li><li>• Travelling public and ACSA stakeholders</li><li>• Working on the live Runway and Taxiways</li></ul>
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11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
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31.1	The programme identified in the	Programme Schedule as per tender submission
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**Part C1: Agreements and Contract Data**

**C1.3: Form of Guarantee**

**PRO FORMA FOR PERFORMANCE BOND**

**PERFORMANCE BOND**

**[TO BE REPLICATED ON BANK'S LETTERHEAD]**

Brief description of contract.....

Name and address of Beneficiary.....

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

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

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

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

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

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

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

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20....

For:

**Registration Number:**

\_\_\_\_\_  
**Name & Position**

As witnesses:

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

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

**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b> <b>AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b> 1 Canelands Drive, Administration Office MSO Building King Shaka International Airport La Mercy 4407

**Hereinafter referred to as “Client”**

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

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## MANDATORY'S MAIN SCOPE OF WORK

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### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

### THE UNDERTAKING

The Mandatory undertakes to comply with:

#### INSURANCE

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

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

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

1. All work performed by the Mandatory on the Client's premises must be performed under the

- close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
  3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
  4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
  5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
  6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
  7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
  8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
  9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
  10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
  11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
  12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
  13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
  14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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

#### **ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

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



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

### **C1.5: ACSA INSURANCE CLAUSES**

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

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

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

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

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

#### **Section 1 Of The Policy – Contract Works**

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

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

This insurance contains the following limitations and warranties ;

### ***Open Trench Limitation***

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

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

*In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.*

## **Section II of the Policy – Contractors Public Liability**

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

## **Section III of the Policy – Removal Of Lateral Support Liability**

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

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

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

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

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

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

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

This insurance is in respect of liability relating to aircrafts.

- d) **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be **\*R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

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

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

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.

- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

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

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

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

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

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

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

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

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

**Section 1 Of The Policy – Contract Works**

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

**Section 2 Of The Policy – Contractors Public Liability**

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

**Section 3 Of The Policy – Removal Of Lateral Support Liability**

**R75,000** each and every claim.

b) **Contract Works SASRIA**

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

c) **Aviation Liability Insurance ;**

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

d) **Design & Construct Professional Indemnity Insurance**

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

b) In respect of contracts over R50 million at award – **R10,000,000**

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

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

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

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

## **2. Insurance Effected by the Contractor.**

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

2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

- a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

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

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

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

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

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

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

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

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



considered by the Contractor as being acceptable in respect of the works being undertaken.

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

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

- f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).
- g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).
- h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.
- i) **Marine Cargo Insurance (If Applicable)**

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

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

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

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

**j) Miscellaneous Insurance**

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

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

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

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

**2.4 Sub-Contractors.**

The Contractor shall:

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

**APPENDIX A**

**CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY**

**Send to : Airports Company South Africa**

**E-Mail The Following People :**

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

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\* (Please provide name of contracting company, site address, telephone numbers and e-mail address).

**RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM**

Date of loss : \_\_\_\_\_

Reported to site agent by : \_\_\_\_\_ Date : \_\_\_\_\_

Reported to Insurance Broker by : \_\_\_\_\_ Date : \_\_\_\_\_

Locality of Incident \_\_\_\_\_

How did the loss occur (cause) ? \_\_\_\_\_

Details and nature of loss or damage to Contract Works \_\_\_\_\_

Details of other property damaged \_\_\_\_\_

Names and address of witnesses \_\_\_\_\_

Estimated cost of repairs (Separate records of all costs must be kept) R \_\_\_\_\_

Person whom assessor should contact \_\_\_\_\_

Telephone/Mobile Numbers Of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_

**PART C2: PRICING DATA**

**C2.1: Pricing Instructions**

- All Prices are to be shown excluding VAT unless instructed otherwise stated by the *Employer* in Tender
- Data Or in an instruction the *Employer* has given before the bidder enters his Prices.
- If there is insufficient space in the Price List which follows, state in which document the Price List is contained.
- All prices are fixed and firm.
- There is no CPI escalation on the prices.
- Prices must include customs and duties for items procured overseas (where applicable)

<b>Bill Of Quantities No. 1</b>					
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Rate</b>	<b>Total Excl. VAT.</b>
1.1	Site establishment and removal	Sum	1	R	R
1.2	Provisional sum for Permits (to be claimed on proven cost)	Prov Sum	1	R 50 000	R50 000
1.3	Safety File	Each	1	R	R
1.4	All Earth fault warning and earth fault alarm calculations settings	Each	1	R	R
1.5	All Insulation resistance design calculations	Each	1	R	R
1.6	Provisional Sum for CCR Calibration by third party	Prov Sum	Sum	R700 000	R700 000
<b>TOTAL Bill of Quantities No1: Preliminary and General - carried forward to summary</b>					R

<b>Bill Of Quantities No. 2 - Equipment – Supply and delivery</b>					
<b>Item</b>	<b>Circuit Description</b>	<b>UOM</b>	<b>QTY</b>	<b>Rate per unit</b>	<b>Total Excl. VAT.</b>
1	Approach 24	meters (m)	2315	R	R
2	Approach 24	meters (m)	2315	R	R
3	Approach 24	meters (m)	2315	R	R
4	Threshold /END	meters (m)	1148	R	R
5	Threshold /END	meters (m)	1148	R	R
6	Touchdown	meters (m)	3048	R	R
7	Touchdown	meters (m)	3048	R	R
8	PAPI	meters (m)	1434	R	R
9	PAPI	meters (m)	1434	R	R
10	Runway-centre line	meters (m)	9031	R	R
11	Runway-edge	meters (m)	9031	R	R
12	Guard lights C/G/H/M	meters (m)	5944	R	R
13	Hotel Retil	meters (m)	5964	R	R
14	Approach 06	meters (m)	2690	R	R
15	Approach 06	meters (m)	2690	R	R
16	Approach 06	meters (m)	2690	R	R

17	Threshold /END	meters (m)	1086	R	R
18	Threshold /END	meters (m)	1086	R	R
19	Touchdown	meters (m)	2873	R	R
20	Touchdown	meters (m)	2873	R	R
21	PAPI	meters (m)	1354	R	R
22	PAPI	meters (m)	1732	R	R
23	Runway-centre line	meters (m)	8761	R	R
24	Runway-edge	meters (m)	8761	R	R
25	Guard lights C/G/H/M	meters (m)	6030	R	R
26	Golf Retil	meters (m)	5534	R	R
27	Intermediate holding position Signs	Each	10	R	R
28	45W Isolating Transformer	Each	100	R	R
29	60 W Isolating Transformer	Each	100	R	R
30	100 W Isolating Transformer	Each	100	R	R
31	150 W Isolating Transformer	Each	50	R	R
32	200W Isolating Transformer	Each	50	R	R
33	Primary connectors shielded with earth assembled Class B Plug	Each	3680	R	R
34	Primary connectors shielded with earth assembled Class B Receptacle	Each	3680	R	R
35	80mm cable sleeve/duct	Metres	500	R	R
36	Additional primary cable 1 core 6mm <sup>2</sup> , as per specification	Metres	4000	R	R
<b>TOTAL BOQ No. 2 Equipment - Carried to summary page</b>					<b>R</b>

**Bill Of Quantities No. 3 – Installation**

Item	Installation Activities	UOM	QTY	Rate per unit	Total Excl. VAT.
1	Approach 24	meters (m)	2315	R	R
2	Approach 24	meters (m)	2315	R	R
3	Approach 24	meters (m)	2315	R	R
4	Threshold /END	meters (m)	1148	R	R
5	Threshold /END	meters (m)	1148	R	R
6	Touchdown	meters (m)	3048	R	R
7	Touchdown	meters (m)	3048	R	R
8	PAPI	meters (m)	1434	R	R
9	PAPI	meters (m)	1434	R	R

10	Runway-centre line	meters (m)	9031	R	R
11	Runway-edge	meters (m)	9031	R	R
12	Guard lights C/G/H/M	meters (m)	5944	R	R
13	Hotel Retil	meters (m)	5964	R	R
14	Approach 06	meters (m)	2690	R	R
15	Approach 06	meters (m)	2690	R	R
16	Approach 06	meters (m)	2690	R	R
17	Threshold /END	meters (m)	1086	R	R
18	Threshold /END	meters (m)	1086	R	R
19	Touchdown	meters (m)	2873	R	R
20	Touchdown	meters (m)	2873	R	R
21	PAPI	meters (m)	1354	R	R
22	PAPI	meters (m)	1732	R	R
23	Runway-centre line	meters (m)	8761	R	R
24	Runway-edge	meters (m)	8761	R	R
25	Guard lights C/G/H/M	meters (m)	6030	R	R
26	Golf Retil	meters (m)	5534	R	R
27	Intermediate holding position signs	Each	10	R	R
28	Trenching	meters (m)	10000	R	R
29	Isolating Transformers	Each	400	R	R
30	80mm cable sleeve/duct	Metres	500	R	R
<b>TOTAL BOQ No. 3 Equipment - Carried to summary page</b>					<b>R</b>

<b>Bill Of Quantities No. 4 – Commissioning</b>					
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Quantity</b>	<b>Rate</b>	<b>Total</b>
1	Insulation test for each circuit	Each	26	R	R
2	Continuity test for each circuit	Sum	26	R	R
3	Earth monitoring settings as per warning & alarm calculations on the CCR	Sum	26	R	R
4	Updated As built drawings (A0 and soft copy- both dpf and DWG format)	Each	2	R	R

5	Circuits cable colour coded labelling (High durable, waterproof, and heat resistant) through each Manhole.	Sum	Sum	R	R
6	Design calculation document – both hard copy and soft copy	Each	1	R	R
7	Commissioning result insulation readings document - both hard copy and soft copy	Each	1	R	R
8	CCR earth fault monitoring settings document - both hard copy and soft copy	Each	1	R	R
9	Cable, connectors and transformer manuals and ICAO certification - both hard copy and soft copy	Each	5	R	R
<b>TOTAL BOQ No. 4 Commissioning - Carried to summary page</b>					<b>R</b>

<b>Bill of Quantity Summary</b>	
<b>Description</b>	<b>TOTAL</b>
<b>Total BOQ No1 - Preliminary and General</b>	R
<b>Total BOQ No2 - Equipment</b>	R
<b>Total BOQ No3 - Installation</b>	R
<b>Total BOQ No4 - Commissioning</b>	R
<b>SUB - TOTAL</b>	R
<b>CONTINGENCY @ 10%</b>	R
<b>VAT @ 15%</b>	
<b>GRAND TOTAL – Form of Offer to be carried over to page 2 of this contract.</b>	R

**BIDDER TO COMPLETE -**

<b>Bill Of Quantities - FOREIGN CURRENCY EQUIPMENT</b>				
<b>List Equipment or Items that will attract foreign currency</b>				
<b>Item</b>	<b>Description</b>	<b>UOM</b>	<b>Rate in Foreign Currency</b>	<b>Total in Foreign Currency</b>





## PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Employer's Works Information</i>	16
C3.2	<i>Contractor's Works Information</i> <sup>3</sup>	1
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### **C3.1: EMPLOYER'S WORKS INFORMATION**

#### **1. Description of the work sDescription of work: Supply, delivery and installation of primary cable (AGL Upgrade) at King Shaka International Airport:**

- Decommissioning and removal of currently installed primary and secondary cable including isolation transformers
- Calculation of the earth fault settings for CCR,
- Circuit insulation resistance calculations
- Recalibration of the CCRs
- Supply, delivery and installation of primary and secondary cable including isolating transformers
- Supply and installation of taxiway intermediate holding position signage.
- Commissioning of all installed AGL cable and the taxiway intermediate holding position signage.

#### **1.1 Specifications**

##### **1.1.1 Primary Cable**

The cable should be single core cable, XLPE insulated, copper tape screened for airfield lighting series circuits. Rated voltage to grounded shield of 5kV RMS. 1 x 6mm<sup>2</sup>, 7 strand, tinned copper conductor in accordance with (or adapted to) FAA L-824, type C. Compliant with ICAO Doc 9157 Part 5

##### **1.1.2 Primary connectors**

- Primary connector Kit KD500
- KD501.1 PLUG 2 x 4-6 mm<sup>2</sup> ST 4/11
- KD502.1 FEM 2 x 4-6 mm<sup>2</sup> ST 4/11

##### **1.1.3 Secondary Cable**

- Secondary cable BCL2 / EPR / CPE-XL 4mm<sup>2</sup> 2-core orange colour

##### **1.1.4 Isolating Transformers**

The isolating transformers range from 45W to 300W. They must come with earth and the ratio is 1:1 for 6.6A/6.6A and support the power frequency of 50Hz/60Hz. Transformers will be replaced where required.

##### **1.1.5 80-100mm existing sleeve to be reused. Pulling of the cables will be staggered from manhole to Manhole to ensure that the existing is circuits are replaced in tandem and ready for operation the following night. Working hours is between 22h00-04h00 daily or after the last flight.**

##### **1.3.6 Existing circuits CCR to be reused.**

#### **2. Guidance Signs**

- The sign shall consist of a rigid, self-supporting aluminium housing of low mass. Its construction shall be modular with a commonality of mechanical and electrical components throughout the entire sign range. The signs shall be available in two legend heights: 300 mm and 400 mm, corresponding to face heights of minimum 600 mm and 800 mm respectively.

All the above lighting should adhere to Aerodrome Design Manual, Document 9157 (AN/901), Parts 1 to 6 and ICAO Annex 14 Volume 1.

### **Installation of the Taxiway Holding Signage**

Signage will be fitted with LED lighting. The letter and directional board on the signage shall indicate the holding points markings. The specification for signs are as follows:

#### **Cable Installation**

The existing circuits are supplied from two Substations i.e. AS1 and AS4. The existing cabling shall be used in conjunction with the existing CCR manufactured by the third party (Denel Aviation SOC). The calibration of the CCR's will be required to provide an optimum current to the new LED's. The bidder will be required to interact with the third party (Denel Aviation SOC) to achieve the calibration required.

#### **Environment Specification**

The equipment installed outdoors and thus exposed to all weather conditions shall be designed to perform at highest efficiency under the following particular site conditions:

Air Temperature: from 0°C up to 45°C

Pavement temperature: from -20°C to + 75°C

Relative Humidity: from 0 to 100%

Altitude: 450 to 500 m above sea level Winds: Up to 60 knots

Operational mode: Continuous at full power

#### **Installation Requirements**

- The cable should be laid inside the cable sleeve, where there is no sufficient or spare cable sleeve, new sleeve to be laid.
- Termination of the cable plugs shall ensure that no water ingress is possible
- The fitting design layout to take into consideration the loading requirement of the current circuit.
- **Update as Built Drawing and provide 2 x hard copies and 1 x soft copy**
- **Commissioning and testing**
- **Provide training to users and maintenance personnel after the last aircraft landed (24 personnel)**
- **All parts and installations should comply with:**
  - SANS standards
  - OSH Act,
  - ICAO: Annexure 14
  - ICAO: Aerodrome Design Manual,
  - Federal Aviation Administration (FAA)
- **Bidder to submit the project milestone or Gantt chart indicating key project milestones.**

## **2. REQUIREMENTS**

### **2.1. Disposal during and after contract period:**

- The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract at KSIA.
- The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.

1.3 The following project specific management actions apply:

Management actions:

- There shall be no littering at any of the construction sites. All litter shall immediately be removed and stored in appropriate storage containers which shall be regularly emptied;
- The Contractor shall arrange for all waste generated by his activities to be correctly segregated, removed from site and safely disposed of at a registered waste disposal facility; and
- Records shall be kept of valid disposal certificates for all waste material that is disposed of.

### 3. Interpretation and terminology

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ACSA	Airports Company South Africa SOC Limited
AC	Advisory Circular
AGL	Aeronautical Ground Lighting
CAA	Civil Aviation Authority
CAT	Category
CCR	Constant Current Regulator
CRI	Colour Rendering Index
EMC	Electromagnetic Compatibility
EN	European Standards
FAA	Federal Aviation Administration
FOD	Foreign Object Debris
ICAO	International Civil Aviation Organisation
IEC	International Electrotechnical Commission
IP	Ingress Protection
ISO	International Standard Organisation
LED	Light Emitting Diode
MTBF	Mean Time Between Failures
OSH Act	Occupation Health and Safety Act 85 of 1993
PAPI	Precision Approach Path Indicator
RCL	Runway Centre Lights
REL	Runway End Lights
RET	Rapid Exit Taxiway
RETILS	Rapid Exit Taxiway Indicator Lights
RMS	Root Mean Square
RWY	Runway
SACAA	South African Civil Aviation Authority
SANS	South African National Standards

TDZ	Touch Down Zone Lights
TE	Taxiway Edge Lights
THR	Threshold Lights
TWY	Taxiway
UGR	Universal Glare Rating

#### 4. Contract Management

##### Management meetings<sup>4</sup>

Works co-ordination and work progress meetings – monthly

Airports Company South Africa Limited will convene monthly meetings at which representatives of the Contractor and Airports Company South Africa Limited will be present. The Contractor will record minutes of the meetings. The meetings will be held at the Employer's site, and the venue will be communicated at least a week in advance.

The minutes to be distributed to all parties within seven working days after the meeting was held.

##### Health and safety risk management

The contractor will be required to submit the progress report on the project, and highlighting any risk that may hamper or delay the progress

These requirements may be included as an annexure to the Works Information, in which case, the following will be stated in this section: "The Contractor shall comply with the health and safety requirements contained in core clause C1.4 to this Works Information".

ACSA personnel responsible is OSH Compliance Manager

##### Environmental constraints and management

The contractor to ensure that the design and his associated activities (installation, disposal of waste, noise, pollution etc.) complies with ACSA environmental policy. ACSA personnel responsible for Environmental Compliance is Environmental Compliance Manager. The contractor is required to report monthly on any environmental issues that affect the project or affected by project

##### Quality assurance requirements

Within the period stated in the Contact Data, the Contractor submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the Employer. The manual includes pro-forma checklists for all requirements of the Contractor's quality control and assurance program and those called for in the Scope.

Acceptance by the Employer of the Contractor's quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the Contractor of his obligation to provide services which meet the requirements of the Contract. Where the resin is used, the sufficient must be allowed for the resin to set and flush with tarmac.

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<sup>4</sup> The information in this section is required by the contract. Do not delete.

## Programming

The programming as per Tender Submission. The contractor will be required to submit the revised programme within two weeks after the start date. The contractor need to factor the risks such as lead times, working on the live manoeuvring areas etc.

## The Contractor's Personnel

*The Contractor's personnel as per Tender Submission. Contractor to submit the organigram in conjunction with the subcontractor personnel. Any change in personnel need to be approved by Employer Project Manager*

## Insurance provided by the Employer

*Insurance information as per insurance clauses C1.5*

## Provision of bonds and guarantees

Without limitation to the Employer's rights under the Contract, the Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Project Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the Employer's right to termination stated in this contract.

Records of Defined Cost, payments & assessments of compensation events to be kept by the Contractor. The records should be file by the contractor as hard copies and shared with Project Manager on soft copy (emailed) Without limitation to the Employer's rights under the Contract, the *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

## Training workshops and technology transfer

*Training and technology transfer should be provided as stipulated in the Bill of Quantities*

## 5. Engineering and design of the works

### *Employer's design*



Design and specification is as per tender submission with associated documentation

Parts of the *works* which the *Contractor* is to design<sup>5</sup>

Contractor's design and installation plan which is to be submitted to the Project Manager for his acceptance and for the As built drawings to be prepared by the Contractor

Procedure for submission and acceptance of *Contractor's* design

The contractor's design as well as Employer specification and installation requirements as per tender submission will be used for this project. The As-built drawings to be prepared by the Contractor and submitted to the Project Manager for acceptance

Use of *Contractor's* design

*[The contractor to ensure adherence to the specification as per tender documents, and built the final product for purpose that is intended for.]*

Equipment required to be included in the *works*<sup>6</sup>

The contractor may use any electrical equipment or tool to ensure the proper completion of works. The list of all tools to be used onsite to be presented as the part of safety file including the safe operating procedures for those tools.

As-built drawings, operating manuals and maintenance schedules

*The contractor to provide As-built drawings, operating manuals and maintenance as stated in the Bill of Quantities as the part of the hand-over documentation.*

## 6. Procurement

Personnel:

Minimum requirements of people employed on the Site

*No Minimum requirements of people employed on the Site.*

Subcontracting

Preferred subcontractors

*No preferred subcontractor or supplier by Employer*

Limitations on subcontracting

The Contractor may not subcontract more than 20% of the Works where a subcontractor is not an EME.

Plant and Materials

Plant & Materials provided "free issue" by the *Employer*

*Plant & Materials storage and safeguard is the responsibility of the Contractor*

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*The contractor to clearly state the lead times on Contractor's procurement of Plant and Materials*

Contractor's procurement of Plant and Materials

*[Contractor to ensure that the material procure are compliant with the specification on the tender document, where possible the procurement preference should be given to Black people suppliers.*

Tests and inspections before delivery<sup>7</sup>

*A proof of Factory testing will be required prior the delivery of the first batch of material*

Marking Plant and Materials outside the Working Areas<sup>8</sup>

*The contractor need to state how the material procured will be marked once the deposit amount of 30% is paid, and 70% paid on shipment. The contractor to indicate how the guarantee of the material delivery will be ensured once the deposit is paid upfront.*

Contractor's Equipment (including temporary works)

*Contractor' equipment and material to be safely secured at all times especially when are not in used on the airside.*

## 7. Construction

Temporary works, Site services & construction constraints

Site establishment and equipment to be based on the airside -It will be a contractor's responsibility to provide a secure environment for their equipment. The contractor's personnel will be restricted to the contractor's own established site and the agreed area of work. The contractor's personnel will not be permitted at the Airside/restricted areas without the necessary permits and reflective jackets

*Employer's Site entry and security control, permits, and Site regulations*

*An induction course must be attended by the contractor and all personnel who would be involved on site. The contractor will need to make own arrangements for staff full medicals. And schedule with the ACSA's project manager for the induction course. Security arrangements would be discussed at the induction meeting and should be strictly adhered to. It should be noted that ACSA premises subscribe to National Key Point Regulations, every person who conduct works at the Airport will be subjected to security vetting. ACSA will not be held liable should one of the contractor member fail SAPS vetting process.*

*The Contractor shall procure the services at King Shaka International Airport. All airside services are in restricted areas and access-controlled areas, accordingly it is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.*

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<sup>7</sup> The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

<sup>8</sup> The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

(b) The Contractor shall be compensated for costs relating to Employer required permits.

(c) The Contractor must ensure that he/she is, at all times, familiar with the Employer's safety and security requirements relating to permits in order for no services to be delayed as a result thereof. This includes the permit application process (available to the Contractor upon request).

(d) The Contractor shall have no claim against the Employer in the event that a permit request is refused for reasons not attributable to the Employer.

(e) The following table is not all inclusive, but is provided for illustration purposes:

<b>Permit</b>	<b>Required by/for</b>	<b>Department</b>
<i>AVOP – Airside Vehicle Operator permit</i>	<i>All drivers of vehicles on airside</i>	<i>ACSA Safety</i>
<i>Airside Vehicle Permit</i>	<i>All vehicles that enter airside</i>	<i>ACSA Safety</i>
<i>Basement Parking permit</i>	<i>All vehicles allowed to enter the delivery basement</i>	<i>ACSA Parking</i>
<i>Personal permit</i>	<i>All persons employed on the airport</i>	<i>ACSA Security</i>
<i>Cell phone permit</i>	<i>All persons taking cell phones to airside</i>	<i>ACSA Security</i>
<i>Lap top permit</i>	<i>All persons taking lap top computers to airside</i>	<i>ACSA Security</i>
<i>Camera permit</i>	<i>All persons taking cameras or camera equipment to airside</i>	<i>ACSA Security</i>
<i>Hot Works Permit</i>	<i>All welding and/metal cutting services</i>	<i>ACSA Safety / Fire &amp; Rescue</i>

(f) Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

(g) Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

(h) The Contractor shall not be allowed to use two-way radios at on the Employer's Premises unless these radios are of the type as approved by the ACSA IT department and are intrinsically safe.

Restrictions to access on Site, roads, walkways and barricades

*The Contractor shall protect the site properly and shall so arrange his operations that the minimum danger and inconvenience is caused to airport operations. For this purpose, he shall, inter alia, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by Airports Company South Africa Limited or by any act, regulation or statutory authorities. add project-specific requirements in this section]*

People restrictions on Site; hours of work, conduct and records

*It is expected that contractors wear visible company uniform or reflector jackets with contractor name there-on when entering the premises as a form of identification. Permits to be displayed at all times whilst on site.*

*Work will be conducted at night (10pm – 4am) to minimize the impact on operation. Work program to be submitted with the tender to ensure the manoeuvring area is clear of aircraft movements prior and during construction work. Proper inspections to be conducted daily on completion of day's work to ensure no Foreign Object Debris (FOD) e.g. screws, nut, wires, papers, insulation taps etc. are left on the tarmac or any manoeuvring area. Any damages or fatalities resulted due to Contractor's negligence on FOD management , the Contractor will be held liable for such action.*

Title to materials from demolition and excavation<sup>9</sup>

*Not Applicable*

Contractor's Equipment

*Contractor to record of equipment onsite, service history etc. and keep a file onsite.*

Equipment provided by the Employer

*Not Applicable*

Site services and facilities provided by the Employer<sup>10</sup>

*The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense, shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water. The Contractor shall provide everything else necessary for Providing the Works"*

Facilities provided by the Contractor

*Facilities e.g. storage, site offices, vehicle, equipment provided by the contractor should be safeguarded by the contractor during the construction, and be removed off site upon the completion of the contract*

Existing premises, inspection of adjoining properties and checking work of Others

*All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.*

*The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services*

setting out of the works

*The contractor will have full access to all manoeuvring areas from the start date. The layout drawings for all Airfield Ground Lighting position are available on request.*

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For planning purpose the updated programme will be used to schedule the availability of the manoeuvring areas accordingly.

#### site conditions and requirements

Safety measures to be adhered to according OHS Act. Adhere to ACSA airside safety requirements regarding equipment, vehicles, and personnel operating on the airside.

Full risk analysis on working on height, next to aircraft and airside and mitigation thereof to be considered as part of safety file requirements

Contractor to ensure that other Underground services, other existing services, cable and pipe trenches and covers are identified to prevent any disruption to these services due to contractor's activities.

Contractor to take necessary steps to control noise, dust, water and waste during his/her activities onsite.

#### Construction requirements

Contractor to request at least two days in advance to arrange for the circuit to be taken out of commission in order to effect fitting replacement. It should be noted that not all the AGL circuits can be taken out of commission on request.

Once the lamp/s and/or fitting/s is replaced, it is expected to work immediately or available immediately for the next night airport operations. Contractor to liaise with Denel Aviation SOC for the best possible CCR calibrations. This to be included in the planning programme

#### Completion, testing, commissioning and correction of Defects

##### Work to be done by the Completion Date<sup>11</sup>

*All work to be done by the Contractor shall be completed by the Completion Date, The Project Manager cannot certify Completion until all the work except that listed above has been completed and is also free of Defects which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.*

##### Use of the works before Completion has been certified<sup>12</sup>

*The Employer may use any part of the works before Completion has been certified but if he does so he takes over the part of the works. Any defect must be attended to as stipulated in the defect clause*

##### Materials facilities and samples for tests and inspections

*The contractor to present the product sample to the Project Manager prior the installation and submit the relevant factory test certificates.*

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#### Commissioning

*The contractor to submit the commission procedures and plan to the Project Manager for approval. The commissioning procedure and plans will be adhered to during commissioning.*

#### Start-up procedures required to put the works into operation

*The contractor to ensure that he complies with all ACSA security, safety, environmental and operational requirements prior to the commencement of works complete accordingly*

#### Take over procedures

*The works will be handed over partially or fully once commissioned and certified by Project Manager. The commissioning should be witnessed by both ACSA representative and the contractor representative.*

#### Access given by the Employer for correction of Defects<sup>13</sup>

*The Project Manager arranges for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted.*

#### Performance tests after Completion

*The works performance will be checked against the design parameters for the duration stipulated in the warranty period. Any deviation to the performance will be rectified by the contractor at their own costs.*

#### Operational maintenance after Completion

*Maintenance manuals and training will be provided by the contractor on completion of works*

### **8. Plant and Materials standards and workmanship**

#### Investigation, survey and Site clearance

Contract to ensure that a thorough inspection and clearance is conducted prior commencement of work of any other services that might be impacted by contractor's activities.

#### Building works

*Product specification and installation standard to be compliant with the standard stated above in relation with ICAO or FAA standards.*

#### Civil engineering and structural works

*Not applicable*

#### Electrical & mechanical engineering works

*The units shall be EMC compliant to the EN55015, EN61347-1 standard or SANS 215, SANS 62612, SANS 61547 standards*

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*Design of the lighting distribution should conform to ICAO Airport Design Manual (Doc 9157) and ICAO Annexure 14 Visual Aids Lighting requirements, SANS 1279 and SANS 10225 as per specification.*

*AGL Light to comply with FAA AC 150/5345-47 from any type of Constant Current Regulator (CCR) complying with FAA AC 150/5345-10 and IEC 61822.*

*All parts and installations should comply with the relevant:*

*SANS standards*

*OSH Act,*

*ICAO: Annexure 14*

*ICAO: Aerodrome Design Manual,*

*Federal Aviation Administration (FAA*

Process control and IT works

*Not applicable*





### **C3.2 CONTRACTOR'S WORKS INFORMATION**

*[The Contractor's design as per Tender Submission*

*Materials specifications and schedules etc. as per tender Submission*

*Plant to be determined by the contractor*

**PART C4: SITE INFORMATION**

Document reference	Title	No of pages
	This cover page	1
C4	Site Information	1
	Total number of pages	1

Core clause 11.2(16) states

Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in.

The work will be conducted on the airside on the Manoeuvring areas. The access to the site will be via North Gate .

## **Description of the Site and its surroundings**

### **General description**

The location is at King Shaka International

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

Care to be taken not to damage the existing AGL cables on termination, also on the existing bases must not be damage or modified during installation.

### **Subsoil information**

Not Applicable

### **Hidden services**

Contractor to assume that there are third party services in the vicinity.

### **Other reports and publicly available information**

Not Applicable.