Maintenance of Cathodic Protection System

Reference number: ORT 5827/2018/RFP
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AIRPORTS COMPANY SOUTH AFRICA

T1.1 Tender Notice and Invitation to Tender

AIRPORTS COMPANY SOUTH AFRICA invites tenders for the Maintenance of the Cathodic Protection System located at OR Tambo International Airport.

Only Tenderers that satisfy the eligibility criteria (as stated elsewhere in this document) will be allowed to tender.

Compulsory Briefing Session

A compulsory briefing session with representatives of the Employer will take place at 11:00 on Monday 19 August 2019 at the JOC Parade Room, 3rd Floor ACSA Offices, ORTIA.

Tender Documents

The tender documents will be available from Tuesday 06 August 2019. Electronic copies of the tender documents will be available for download on the National Treasury eTender Portal during the same period. No bid documents will be available at the briefing session.

Tender documents may be downloaded from the National Treasury eTender Portal as follows:

http://www.etenders.gov.za/

Submission of bid documents

The envelopes containing bid documents must have on the outside, the bidder’s return address, the full description of the tender, tender number and the details of the Tender Management Office/Procurement department where the bid will close. The documents must be signed and completed by a person who has been given authority to act on behalf of the bidder. The bottom of each page of the bid documents must be signed or stamped with the bidder’s stamp as proof that the bidder has read the Bid documents. Bid documents must be submitted on or before 12:00 PM on 05 September 2019 using the following method:

Hand delivery:

The bid document must be delivered to the Tender Management Office/Senior Buyer located at the address below and must be addressed as follows:

Tender box:

The Tender box A is located at:

ACSA offices
North Wing
3rd Floor
OR Tambo International Office
**Closing Date**

The closing time for receipt of tenders **12:00 on 05 September 2019**

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.

**Enquiries and Contact Information**

All enquiries should be addressed to the e-mail address: Lesegob Pitse@airports.co.za

*Closing date for enquiries is Thursday 29 August 2019 at 16h00*
T1.2 Tender Data


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.

<table>
<thead>
<tr>
<th>Clause number</th>
<th>Tender Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.1.1</td>
<td>The Employer is AIRPORTS COMPANY SOUTH AFRICA.</td>
</tr>
<tr>
<td>F.1.2</td>
<td>The tender documents issued by the employer comprise:</td>
</tr>
<tr>
<td></td>
<td>T1.1 Tender notice and invitation to tender</td>
</tr>
<tr>
<td></td>
<td>T1.2 Tender data</td>
</tr>
<tr>
<td></td>
<td>T2.1 List of returnable documents</td>
</tr>
<tr>
<td></td>
<td>T2.2 Returnable schedules</td>
</tr>
<tr>
<td></td>
<td><strong>Part 1: Agreements and contract data</strong></td>
</tr>
<tr>
<td></td>
<td>C1.1 Form of offer and acceptance</td>
</tr>
<tr>
<td></td>
<td>C1.2 Contract data as per the NEC3 Term Service Contract (April 2013 edition)</td>
</tr>
<tr>
<td></td>
<td>C1.3 Insurance Schedule</td>
</tr>
<tr>
<td></td>
<td><strong>Part 2: Pricing data</strong></td>
</tr>
<tr>
<td></td>
<td>C2.1 Pricing instructions</td>
</tr>
<tr>
<td></td>
<td>C2.2 Activity schedule</td>
</tr>
<tr>
<td></td>
<td><strong>Part 3: Service Information</strong></td>
</tr>
<tr>
<td></td>
<td>C3 Service Information</td>
</tr>
<tr>
<td></td>
<td><strong>Part 4: Site information</strong></td>
</tr>
<tr>
<td></td>
<td>C4 Site information</td>
</tr>
<tr>
<td>F.1.3</td>
<td>The employer’s agent is:</td>
</tr>
<tr>
<td></td>
<td>Name: Lesego Pitse</td>
</tr>
<tr>
<td>F.2.1</td>
<td>Only those tenderers who satisfy the following Prequalification are eligible to submit tenders:</td>
</tr>
</tbody>
</table>

**PRE-QUALIFICATION:**

1. Bidders with BBB-EE LEVEL 1, 2, 3 or 4 and
2. Bidders should be an EME or QSE with 51% or more black ownership
MANDATORY ADMINISTRATIVE REQUIREMENTS

1. Attendance of compulsory clarification session.
2. Bidders must have a minimum of 1 year’s experience in Maintenance of Cathodic protection
3. Complying with T2.1-List of Returnable Documents,

NB: No Bid will be awarded to any person whose tax matters have not been declared in order by the South African Revenue Services.

F.2.7 The arrangements for a compulsory site meeting are as stated in the Tender Notice and Invitation to Tender.

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.

F.2.12 If a tenderer wishes to submit an alternative tender offer, it must demonstrably satisfy the Employer’s standards and requirements as per the original tender document. An alternative offer may only be submitted if an offer that fully satisfies the original tender document requirements is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer’s standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will imply acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer’s standards and requirements.

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy in separate and sealed envelopes.

F.2.13.5 The Employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 3rd Floor ACSA North wing offices
Physical address: O R Tambo International Airport, Kempton Park
Identification details: Reference number, title, tenderer’s name and contact details

F.2.13.6 A two-envelope procedure will not be followed.

F.2.13.9 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.16 The tender offer validity period is **120 working days**.

F2.18 During the tender process, the tenderer must submit other material requested by the employer within seven calendar days of being requested to do so.

F2.23 The tenderer shall also supply the Employer with any certificates requested in T2.1 (The list of tender returnable documents).

F.3.8. Only responsive tenders that satisfy the eligibility criteria (as per F.2.1 in this document) will be evaluated.
**EVALUATION CRITERIA**

Points will be scored for:

**Phase one - Functionality**

Tenderers are to list the relevant experience in terms of undertaking the relevant work on Cathodic Protection System in the Tenderer’s Experience and References in Part T2.2.

Tenderers must achieve the set minimum threshold per criterion/criteria and the minimum qualifying score of 70 points out of the total of functionality points of 100 to progress to the next stage. Tenderers whose scores do not meet the minimum threshold per criterion/criteria and the minimum qualifying score of 70 points out of 100 points will be disqualified.

The *intended* procedure for the evaluation of responsive tenders is Method 2

<table>
<thead>
<tr>
<th>Description</th>
<th>Total score</th>
<th>Criteria</th>
<th>Max Score</th>
<th>Minimum Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenderer’s resource proposal</td>
<td>70</td>
<td>Qualification: Engineer</td>
<td>10</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Qualification: Technician</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Qualification: Assistant</td>
<td>10</td>
<td>10</td>
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<tr>
<td></td>
<td></td>
<td>Years of experience:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Enginee r</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Technician</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Assistants</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>References’ letters from previous Clients/employees</td>
<td>30</td>
<td>Bidder’s references</td>
<td>30</td>
<td>18</td>
</tr>
</tbody>
</table>

The obligation to demonstrate compliance with all the above will remain with the Tenderer and ACSA’s decision in this regard is final.

**Phase two – Price and B-BBEE**

The Bids will be scored using the 80:20 preferential points system with 80 reflecting Price and 20 reflecting B-BBEE recognition.
Functionality hurdle breakdown

**Qualifications 10: Proof of qualification should be attached to the resource’s CV**

<table>
<thead>
<tr>
<th>Engineer (10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N3 or Senior Certificate (with mathematics and physical sciences) - 8 points</td>
</tr>
<tr>
<td>Diploma or Degree in Physics/Chemistry/Mechanical/Electrical/Metallurgical or SAQA Equivalence =10 points</td>
</tr>
</tbody>
</table>

**Qualifications 20: Proof of qualification should be attached to the resource’s CV**

<table>
<thead>
<tr>
<th>Technicians (10)</th>
<th>Assistants (10)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N3 or Senior Certificate/higher (SC)/ SAQA Equivalence (with mathematics and physical sciences) =10</td>
<td></td>
</tr>
<tr>
<td>N2 or Senior Certificate /SAQA Equivalence (with mathematics and physical sciences) = 10</td>
<td></td>
</tr>
</tbody>
</table>

**Years of Experience: 40: Detailed description of relevant experience should be included in the resources’ CV. Provide at least two contacts.**

**Engineer (20)**

Verifiable work experience in cathodic protection on similar systems

-  < 8 years in cathodic protection = 0
-  ≥ 8 years of experience in pipelines CP, including Cathodic Protection certification (CP3 – NACE National Association of Corrosion Engineers) = 12
-  ≥ 8 years of experience in pipelines CP, including 3 years in responsible/supervisory position (managing teams) and Cathodic Protection certification (CP3 – NACE National Association of Corrosion Engineers) = 20

**Technician (10)**

Verified field work experience in cathodic protection on similar systems i.e. pipelines with:

-  < 3 years of experience = 0
-  ≥ 3 years = 6
-  ≥ 5 years with CP Certification (CP2) = 10

**Assistants (10)**
Less than one year of experience = 0
One year experience in cathodic protection = 6
More than a year experience in cathodic protection = 10

**References (30):** The Tenderer must provide written proof of previous similar work completed including clients' names, scope, duration (start and end date) and contacts details

<table>
<thead>
<tr>
<th>References (30)</th>
<th></th>
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<tbody>
<tr>
<td>No Reference = 0</td>
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<tr>
<td>1 Reference = 18</td>
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<tr>
<td>2/more References = 30</td>
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</tbody>
</table>

**F.3.17** The number of paper copies of the signed contract to be provided by the employer is two.

**F.4  The additional conditions of tender are:**

1. ACSA shall not be liable for any expense incurred by any tenderer in the preparation and submission of its tender, nor in the event this tender is cancelled.
2. ACSA reserves the right to amend the terms and conditions of this tender at any time prior to finalisation of the contract between the parties.
3. ACSA reserves the right to award this tender to any tenderer, regardless if this tenderer should be the lowest priced or not.
4. ACSA reserves the right to award this tender to any tenderer, regardless if this tenderer should be the highest scored (in terms of F.3.11) or not.
5. ACSA reserves the right to cancel this tender at any time.
6. A contract in respect of the Services will not necessarily result from the tender responses received by ACSA and ACSA reserves the right to conduct a further procurement process with or without a request for tender or to enter into negotiations with any one or more of the tenderers, should it decide to proceed to avoid the contract.
T2.1 List of Returnable Documents

1 Returnable Schedules required for tender evaluation purposes

- C1.1 Form of Offer and Acceptance
- C2.2 Activity Schedule
- Form A1: Certificate of authority to sign tender (signed off)
- Form A2: Record of Addenda to Tender Documents (signed off)
- Form A3: Proposed Amendments and Qualifications (signed off)
- Form A4: Schedule of the Tenderer’s Experience and References (signed off)
- Form A5: Schedule of key personnel’s details (signed off)
- Form A6: Resources Organigram for the contract (signed off)
- Form A11: SBD 4 (signed off)
- Form A12: SBD 6.1 (signed off)
- Form A13: SBD 8 (signed off)
- Form A14: SBD 9 (signed off)

2 Other documents required for tender evaluation purposes

- Form A9: An original and valid Tax Clearance Certificate issued by the South African Revenue Services
- Form A8: Broad based black economic empowerment verification certificate or sworn affidavit
- Form A10: Letter of good standing with the Workers Compensation Commissioner (Department of Labour)

3 Returnable Schedules that will be incorporated into the contract

- Form A1: Certificate of authority to sign tender/contract
- Form A2: Record of Addenda to Tender Documents
- Form A5: Schedule of key personnel’s details
- Form A6: Resources Organigram for the Contract
- Form A7: Enterprise Questionnaire

- Other documents that will be incorporated into the contract

- C1.1 Form of offer and acceptance
- C1.2 Contract Data as per the NEC3 Term Service Contract (April 2013 edition)
- C1.3 Insurance schedule
- C2 Pricing data
- C3 Service Information – including Annexes
- C4 Site Information
T2.2 Returnable Schedules

Content

Form A1: Certificate of Authority to Sign Tender
Form A2: Record of Addenda to Tender Documents
Form A3: Proposed Amendments and Qualifications
Form A4: Schedule of the Tenderer’s Experience and References
Form A5: Schedule of key personnel’s details
Form A6: Resource Organogram
Form A7: Enterprise Questionnaire
Form A8: Broad based black economic empowerment verification certificate
Form A9: Valid original copy of Tax Clearance Certificate (or PIN)
Form A1: Certificate of Authority to Sign Tender

Insert a certified copy of an extract from the minutes of a meeting of the Board of Directors or Members (or an official letter signed by the company’s managing director) authorising the person who signs the Tender to sign it on behalf of the Company, Corporation or Firm.
Form A2: Record of Addenda to tender documents
(Note: Complete or if not applicable indicate and sign)

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

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<th>Date</th>
<th>Title or Details</th>
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<td>6.</td>
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<td>7.</td>
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</table>

Attach additional pages if more space is required.

Signed

__________________________
Name

__________________________
Tenderer
Form A3: Proposed amendments and qualifications
(Note: Complete or if not applicable indicate and sign)

The Tenderer shall record any deviations or qualifications he/she may wish to make to the tender documents in this Returnable Schedule. The Tenderer’s attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer’s handling of material deviations and qualifications.

<table>
<thead>
<tr>
<th>Page</th>
<th>Clause or item</th>
<th>Proposal</th>
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<tbody>
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</table>

Signed

Date

Name

Tenderer

Returnable Schedules
Form A4: Schedule of the Tenderer’s experience and References

Make as many copies of this page as required

The following is a statement of similar work of similar or greater scope successfully executed by the Tenderer:

| Employer: | __________________________ |
| Contact person: | __________________________ |
| Telephone number: | __________________________ |
| Project site: | __________________________ |

Description of contract/work (Please provide clear details of the work undertaken with applicable periods)

Period number: _______ -
Work description:

Description of activities:

Value of work inclusive of VAT (Rand):
Start Date: __________________________

End Date: __________________________

Signed   Date
Name: ____________________________________________

Tenderer

--------------------------------------------------------------------------------------
Form A5: Schedule of Key Personnel’s Details

A schedule needs to be completed for each person from assistants and upwards that will be involved in the contract.
A schedule needs to be completed for the technician and include a detailed CV.

Name: ____________________________________________

Surname: _____________________________________________________________________________

Nationality: ___________________________________________________________________________

Date of Birth: __________________________________________________________________________

Highest Qualification: ___________________________________________________________________

_____________________________________________________________________________________ 

Major Experience (indicate corresponding periods):

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

Training (indicate corresponding periods)

____________________________________________________________________________________

The undersigned confirms that the information provided above is correct.

Name: _______

Signed: _______

Date: _______
A schedule needs to be completed for the technician and include a detailed CV.

**Name:**

**Surname:**

**Nationality:**

**Date of Birth:**

**Highest Qualification:**

**Major Experience**

(indicate corresponding periods):

**Training**

(indicate corresponding periods)

The undersigned confirms that the information provided above is correct.

Name: 

Signed: 

Date: 
A schedule needs to be completed for the technician and include a detailed CV.

Name: ____________________________________________

Surname: ___________________________________________

Nationality: ________________________________________

Date of Birth: _______________________________________

Highest Qualification: _________________________________

Major Experience (indicate corresponding periods):

Training (indicate corresponding periods)

The undersigned confirms that the information provided above is correct.

Name: _______

Signed: _______

Date: _______
Form A6: Resources Organogram for this Contract

Tenderers to insert a page listing human resources hierarchy and assignments for the execution of the contract. Specific reference needs to be made to additional resources (maybe utilised at other sites) that will be available, should the need arise.

The Schedule of Resources must, at least, satisfy the requirements as stated in C3 (Service information).
Form A7: Enterprise Questionnaire

The following particulars pertain to the Tenderer. 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: Particulars of sole proprietors and partners in partnerships | Name*, Identity number*, Personal income tax number* |

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

| Section 5: Particulars of companies and close corporations | Company registration number | ................................................................. |
| Close corporation number | ................................................................. |
| Tax reference number | ................................................................. |

| Section 6: Record of service of the state |  |

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:
1. Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder

2. Name of institution, public office, board or organ of state and position held

3. Current or within last 12 months?

*insert separate page if necessary
Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

1. Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder

2. Name of institution, public office, board or organ of state and position held

3. Current or within last 12 months?
The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

i) authorises the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that 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 service information that could cause or be interpreted as a conflict of interest;

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

<table>
<thead>
<tr>
<th>Signed</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>________________________________</td>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
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<tbody>
<tr>
<td>________________________________</td>
<td>______________________________</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Enterprise name</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________________</td>
</tr>
</tbody>
</table>
Form A8: BBBEE Verification Certificate
Form A9: Tax Clearance Certificate OR PIN
Form A10: Letter of Good Standing with the Workmen’s Compensation Commissioner
DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

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

2.2 Identity Number: …………………………………………………………………………………

2.3 Position occupied in the Company (director, trustee, shareholder², member): ………………………………………………………………………………………………………………

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: …………………………………………………………………………………………

2.5 Tax Reference Number: ……………………………………………………………………………

2.6 VAT Registration Number: ……………………………………………………………………………

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

¹ “State” means –
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following:

Name of person / director / trustee / shareholder/ member: .................................................................
Name of state institution at which you or the person connected to the bidder is employed: ...........................................
Position occupied in the state institution: ..............................................................

Any other particulars:

..................................................................................................................................................
..................................................................................................................................................
..................................................................................................................................................

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.2.2 If no, furnish reasons for non-submission of such proof:

..................................................................................................................................................
..................................................................................................................................................
..................................................................................................................................................

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

2.8.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars.

……………………………………………………………………
……………………………………………………………………
……………………………………………………………………

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

2.10.1 If so, furnish particulars.

……………………………………………………………………
……………………………………………………………………
……………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether they are bidding for this contract? YES/NO

2.11.1 If so, furnish particulars:

……………………………………………………………………
……………………………………………………………………
……………………………………………………………………

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
4 DECLARATION

I, THE UNDERSIGNED (NAME)...........................................................................................................

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

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

.............................................. ....................................................
Position  Name of bidder
Form A12: SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 SBD6.1

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


1. GENERAL CONDITIONS

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

1.2 a) The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
   b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

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

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td>20</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
2. DEFINITIONS
   (a) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
   (b) “B-BBEE status level of contributor” means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
   (c) “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
   (d) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
   (e) “EME” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
   (f) “functionality” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
   (g) “prices” includes all applicable taxes less all unconditional discounts;
   (h) “proof of B-BBEE status level of contributor” means:
      1) B-BBEE Status level certificate issued by an authorized body or person;
      2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
      3) Any other requirement prescribed in terms of the B-BBEE Act;
   (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
   (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE
3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

\[
P_s = 80 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

- \(P_s\) = Points scored for price of bid under consideration
- \(P_t\) = Price of bid under consideration
- \(P_{\text{min}}\) = Price of lowest acceptable bid
4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

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

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

6. SUB-CONTRACTING

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

(Tick applicable box)

YES [ ] NO [ ]

6.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted:............................................%  
ii) The name of the sub-contractor:.................................................................  
iii) The B-BBEE status level of the sub-contractor:...............................................  
iv) Whether the sub-contractor is an EME or QSE  

(Tick applicable box)

YES [ ] NO [ ]
v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any EME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Any QSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm: ……………………………………………………………………………………………

7.2 VAT registration number: ……………………………………………………………………………………………

7.3 Company registration number: ……………………………………………………………………………………………

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……………………………………………………………………………………………………………………………………
……………………………………………………………………………………………………………………………………

7.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional Contractor
☐ Other Contractors, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.

………………………………………
SIGNATURE(S) OF BIDDERS(S)

DATE: ………………………………
ADDRESS ……………………………
……………………………………
**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <em>audi alteram partem</em> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION

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

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

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

.............................................. ..............................................
Position Name of Bidder

Js365bW
Form A14: SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

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

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

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

______________________________________________________________________________

(Name of Institution)

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

I certify, on behalf of: ______________________

_________________________________

(Name of Bidder)

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

(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium\(^3\) will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   
   (a) prices;
   
   (b) geographical area where product or service will be rendered (market allocation);
   
   (c) methods, factors or formulas used to calculate prices;
   
   (d) the intention or decision to submit or not to submit a bid;
   
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   
   (f) bidding with the intention not to win the bid.

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

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

\(^3\) Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.............................................................. ..............................................................
Position Name of Bidder
C1.1 Form of Offer & Acceptance

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

MAINTENANCE OF THE CATHODIC PROTECTION SYSTEM

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

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

The offered total of the Prices exclusive of VAT is

Value Added Tax @ 15% is

The total offered amount due inclusive of VAT is

(in words)

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

for the Contractor

Signature                      Date
Name                           Capacity
(Name and address of organisation)

Name and signature of witness    signature

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

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

The terms of the contract, are contained in:

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

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

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

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

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

for the Employer

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

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

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

Name of witness ........................................... signature ............................
Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

4 Subject
Details

5 Subject
Details

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.
Precedence in interpretation of the contract:
In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

- Firstly, the Service information (C3) and Annexes thereto shall prevail;
- Secondly the Contract Data (C1.2) and Conditions of Contract;
- Thirdly the General Conditions of Contract;
- Fourthly the Pricing data;
- Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

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

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

*Wherein in the contract it is stated no contract data is required accordingly the conditions of contract remain unaltered as per NEC3 Term Service Contract, April 2013 edition.*
## C1.2a - Data provided by the *Employer*

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>General</strong></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option:</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>A</strong>: Priced contract with price list</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>W1</strong>: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>X1</strong>: Price Adjustment for inflation</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>X2</strong>: Changes in the law</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>X17</strong>: Low service damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>X18</strong>: Limitation of Liability (as amended in Option Z)</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Z</strong>: Additional conditions of contract of the NEC3 Term Service Contract (April 2013)</td>
</tr>
<tr>
<td>10.1</td>
<td>The <em>Employer</em> is (Name):</td>
<td>Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td>011 921 6911</td>
</tr>
<tr>
<td>10.1</td>
<td>The <em>Service Manager</em> is:</td>
<td>To be advised</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td>To be advised</td>
</tr>
<tr>
<td></td>
<td>e-mail</td>
<td>To be advised</td>
</tr>
<tr>
<td>11.2(1)</td>
<td>The Accepted Plan is</td>
<td>Section C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager</td>
</tr>
<tr>
<td>11.2(2)</td>
<td>The Affected Property is</td>
<td>O R Tambo International Airport</td>
</tr>
<tr>
<td>11.2(3)</td>
<td>The service is</td>
<td>The maintenance of Cathodic Protection System</td>
</tr>
<tr>
<td>11.2(14)</td>
<td>The following matters will be included in the Risk Register</td>
<td>1 Risk of financial loss and/or injury of persons due to the proximity of the service (or of persons performing the service, or of moving/stationary vehicles) to moving and stationary aircraft</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 Health risk and/or risk of injury/death due to exposure of persons to poisonous and flammable substances and gases in sewerage sumps, in the performance of the service.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 Risk of injury due to lifting of heavy objects</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 Risk of injury/death due to exposure of persons the risk to falling into sewerage sumps and/or drowning, in the performance of the service.</td>
</tr>
<tr>
<td>11.2(15)</td>
<td>The Service Information is in</td>
<td>The section titled Service Information included as section C3 of this document.</td>
</tr>
<tr>
<td>12.2</td>
<td>The law of the contract is the law of</td>
<td>the Republic of South Africa</td>
</tr>
<tr>
<td>13.1</td>
<td>The language of this contract is</td>
<td>English</td>
</tr>
<tr>
<td>13.3</td>
<td>The period for reply is</td>
<td>5 calendar days</td>
</tr>
<tr>
<td>21.1</td>
<td>The period within which the Contractor provides the Work Plan</td>
<td>30 calendar days from Contract Date</td>
</tr>
</tbody>
</table>

## 2 The Contractor’s main responsibilities

Detailed in Part C3 (Service Information)

## 3 Time

<p>| 30.1 | The starting date is | To be confirmed |
| 30.2 | The Service Period is | 5 years from the starting date, or when the 5-years contractual amount has been expended, whichever occurs first. |</p>
<table>
<thead>
<tr>
<th>4</th>
<th>Testing and Defects</th>
<th>No data is required for this section of the conditions of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Payment</td>
<td></td>
</tr>
<tr>
<td>50.1</td>
<td>The assessment interval is on the</td>
<td>Every 4 weeks, on the 15th day of each successive month</td>
</tr>
<tr>
<td>51.1</td>
<td>The currency of this contract is the</td>
<td>South African Rand (ZAR)</td>
</tr>
<tr>
<td>51.2</td>
<td>The period within which payments are made is</td>
<td>30 days</td>
</tr>
<tr>
<td>51.4</td>
<td>The interest rate is</td>
<td>The prime lending rate of the Nedbank Bank, as determined from time to time.</td>
</tr>
<tr>
<td>6</td>
<td>Compensation events</td>
<td>No data is required for this section of the conditions of contract.</td>
</tr>
<tr>
<td>7</td>
<td>Title</td>
<td>No data is required for this section of the conditions of contract.</td>
</tr>
<tr>
<td>8</td>
<td>Risks and insurance</td>
<td></td>
</tr>
<tr>
<td>83.1</td>
<td>The Employer provides these insurances from the Insurance Table</td>
<td>(i) Insurance against loss of or damage to the services, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine &amp; Air Cargo insurance; and (ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the services, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.3 to the contract (“the Insurance Schedule”).</td>
</tr>
<tr>
<td>83.1</td>
<td>The Contractor provides these additional insurances</td>
<td>Professional Indemnity Insurance Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.3 to the contract.</td>
</tr>
<tr>
<td>83.2</td>
<td>The minimum amounts of cover or minimum limits of indemnity required for the insurance table</td>
<td>Refer to section C1.3.</td>
</tr>
</tbody>
</table>
9 Termination

There is no Contract Data required for this section of the conditions of contract.

10 Data for main Option clause

A Priced contract with price list

There is no Contract Data required for the main option clause.

11 Data for Option W1

W1.1 The Adjudicator is

The person appointed jointly by the parties from the list of adjudicators contained below

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details (phone &amp; e mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
<td>Gauteng</td>
<td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
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<td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
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<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
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<td>Mr. Sam Amod</td>
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<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
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<tr>
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<td>083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo (Quantity Surveyor)</td>
<td>Pretoria</td>
<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
</tr>
</tbody>
</table>

W1.2(3) The Adjudicator nominating body is: The current Chairman of Johannesburg Advocate’s Bar Council

W1.4(2) The tribunal is: Arbitration

W1.4(5) The arbitration procedure is


The place where arbitration is to be held is Johannesburg, South Africa.
The person or organization who will choose an arbitrator

The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

**Option A**

The Contractor prepares forecasts of the final total of the Prices for the whole of the Services at intervals no longer than 4 weeks.

### 12 Data for secondary Option

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X1</td>
<td>Price Adjustment for inflation</td>
<td>The index referred to in this clause shall be deemed to refer to the CPI index on the starting date. Price adjustment for inflation shall only take place on contract anniversary</td>
</tr>
<tr>
<td>X2</td>
<td>Changes in the law</td>
<td>No data is required for this secondary Option</td>
</tr>
<tr>
<td>X17</td>
<td>Low service damages</td>
<td>No data is required for this secondary Option</td>
</tr>
<tr>
<td>X18</td>
<td>Limitation of liability</td>
<td></td>
</tr>
<tr>
<td>X18.1</td>
<td>The Contractor's liability to the Employer for indirect or consequential loss is limited to:</td>
<td>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</td>
</tr>
<tr>
<td>X18.2</td>
<td>For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:</td>
<td>The total of the Prices</td>
</tr>
<tr>
<td>X18.3</td>
<td>The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to:</td>
<td>The total of the Prices</td>
</tr>
</tbody>
</table>
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 excluded matters are amounts payable by the Contractor as stated in this contract for:
- Loss of or damage to the Employer’s property,
- Defects liability,
- Insurance liability to the extent of the Contractor’s risks
- death of or injury to a person; infringement of an intellectual property right

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

<table>
<thead>
<tr>
<th>Amendments to the Core Clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Z1</strong> Interpretation of the law</td>
</tr>
<tr>
<td><strong>Z1.1</strong> Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Service 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.</td>
</tr>
<tr>
<td><strong>Z2</strong> Providing the Service:</td>
</tr>
<tr>
<td><strong>Z2.1</strong> Delete core clause 20.1 and replace with the following: The Contractor provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.</td>
</tr>
<tr>
<td><strong>Z5</strong> Termination</td>
</tr>
<tr>
<td><strong>Z5.1</strong> 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”.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Amendment to the Secondary Option Clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Z7</strong> Limitation of liability:</td>
</tr>
<tr>
<td><strong>Z7.1</strong> Insert the following new clause as Option X18.6: The Employer’s liability to the Contractor for the Contractor’s indirect or consequential loss is limited to R0.00</td>
</tr>
</tbody>
</table>
Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Contractor shall be excluded from the calculation of the limitations of liability listed in the contract.

### Additional Z Clauses

**Z8 Cession, delegation and assignment**

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

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

### Z9 Joint and several liability

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

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

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

### Z10 Ethics

**Z10.1** The Contractor undertakes:

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

**Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

**Z10.2** The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

**Z10.3** If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

### Z11 Confidentiality
Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Service Manager or the Employer, which consent shall not be unreasonably withheld.

Z11.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Service Manager.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the Contractor for the purposes of the implementation of this agreement. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Service Manager. All rights in and to all such images vests exclusively in the Employer.

Z11.5 The Contractor ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

Z12.1 If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Service Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any 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 Service Manager to achieve this end.

Z13 Liens and Encumbrances

Z13.1 The Contractor keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time.
**Z14** Intellectual Property

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

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

1. **Z14.5.1** the Contractor’s design, manufacture, construction or execution of the Works
2. **Z14.5.2** the use of the Contractor’s Equipment, or
3. **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.

**Z15** Dispute resolution:

**Z15.1** Appointment of the Adjudicator
An Adjudicator is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Adjudicator, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Adjudicator listed in the Panel of Adjudicators below.

The Parties appoint the Adjudicator under the NEC3 Adjudicator’s Contract, April 2013.

Panel of Adjudicators

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details (phone &amp; e-mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
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<td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
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</tr>
</tbody>
</table>

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

<table>
<thead>
<tr>
<th>Name</th>
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</tr>
</tbody>
</table>

Z16 Notification of a compensation event

Z16.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”
C1.2b - DATA PROVIDED BY THE CONTRACTOR

Z17  BBBEE and Tax Clearance Certificates

Z17.1 The Contractor shall be expected to annually present a compliant BEE Certificate and a Tax Clearance Certificate. Failure to adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z18  Communication

Z18.1 Add a new Core Clause 14.5 and 14.6 to read as follows:
The Service Manager requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more.

Z18.2 The Service Manager requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19  Delegation

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

Z19.1 As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Contractor is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2</td>
<td>The working areas are</td>
<td>See C3 &amp; C4 Service &amp; Site Information’</td>
</tr>
<tr>
<td>24.1</td>
<td>The Contractor’s Key people are:</td>
<td>CV’s to be appended to Tender Schedule</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibility:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>
Name:
Job:
Responsibility:
Qualifications:
Experience:

Name:
Job:
Responsibility:
Qualifications:
Experience:

Name:
Job:
Responsibility:
Qualifications:
Experience:
The following matters will be included in the Risk Register:

1. 
2. 
3. 
4. 
5. 
6. 
7.
C1.3 Insurance Schedule

Part 1:

1. Insurance requirements for contracts with a value **below R 50 million on the LANDSIDE**

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

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

1.3 Professional Indemnity
- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts **below R 50 million on the AIRSIDE**

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

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

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

2.3 Professional Indemnity
- All consultants are responsible for Professional Indemnity cover of R5million
• Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
• In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
• Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

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

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

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

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

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

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

B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
(C) negotiate the settlement of claims with the Insurers through the Employer’s Insurance Brokers and shall when required to do so obtain the Employer’s approval of such settlement.

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

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

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

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

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

Sub-Contractors

The Contractor shall:

(a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
(b) enforce the compliance by Sub-Contractors with this clause where applicable.”
## C2 Pricing Data

### C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

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

14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.

15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

16. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.
C2.2 Price List (including the Activity Schedule)

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

<table>
<thead>
<tr>
<th>Item no.</th>
<th>Activity Description</th>
<th>Frequency</th>
<th>Quantity</th>
<th>Amount (per month)</th>
<th>Total (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Insurance (ACSA required for this contract)</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cell phones</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Uniforms and staff personal protective equipment</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Airport permits and parking fees – provisional sum</td>
<td>Monthly</td>
<td>12</td>
<td>R5,000.00</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Tools, equipment and consumables</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Contract Management (reporting, inventory, etc.)</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>All required travelling</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Office equipment, furniture &amp; stationary</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Engineer (CP3) (2 days /month)</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Technician</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Assistant</td>
<td>Monthly</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Soil resistivity surveys</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Stray current surveys</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>DCVG surveys</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>ACVG surveys</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>CIPS surveys</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>PCM surveys</td>
<td>Annual</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Sub-total A (year 1)</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>R</strong></td>
</tr>
</tbody>
</table>
Activity Schedule Part2 (Labour rates and Mark-up)

Any work not included under part1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

**Labour**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Saturday (R/hour)</th>
<th>Sunday (R/hour)</th>
<th>After hours (R/hour)</th>
<th>Average (R/hour)</th>
<th>Quantity (hours)</th>
<th>Total (R)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Technician</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technician Assistant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Subtotal B</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

All rates to exclude vat. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour time shall be calculated for the time spent on site.

**Callouts**

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Rate</th>
<th>Total/ yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer (per hour)</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technician (per hour)</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant/semi-skilled labour (per hour)</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Labour subtotal B (per year)**

R

Callouts rates must include all required travelling and the first hour on site. Callouts are not chargeable during normal working hours.

**Mark-up (third party procured items/services)**

<table>
<thead>
<tr>
<th>Cost</th>
<th>Mark-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>R 0 – R 10 000.99</td>
<td>%</td>
</tr>
<tr>
<td>R 10 001.00 – R 50 000.00</td>
<td>%</td>
</tr>
<tr>
<td>Over R 50 000.00</td>
<td>%</td>
</tr>
</tbody>
</table>

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Spares and sub-contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations.

The spare list has to be prepared on the basis of tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers’ supporting documents.
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price (excl. VAT)</th>
<th>Mark up</th>
<th>Total Price (R)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>3</td>
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<td>4</td>
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<td>6</td>
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<td>8</td>
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<tr>
<td>9</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Contract value
Below, the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to spend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

First-year maintenance expenditure

<table>
<thead>
<tr>
<th>Description</th>
<th>Total (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity Schedule-Part1Sub total A</td>
<td></td>
</tr>
<tr>
<td>Labour-Subtotal B</td>
<td></td>
</tr>
<tr>
<td>Spares-Subtotal C</td>
<td></td>
</tr>
<tr>
<td>Subtotal D</td>
<td>R</td>
</tr>
</tbody>
</table>

Expenditure over five years contract including 6% CPI

<table>
<thead>
<tr>
<th>Description</th>
<th>Total (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-total D: Year 1</td>
<td></td>
</tr>
<tr>
<td>Year 2 (year 1 plus CPI escalation)</td>
<td></td>
</tr>
<tr>
<td>Year 3 (year 2 plus CPI escalation)</td>
<td></td>
</tr>
<tr>
<td>Year 4 (year 3 plus CPI escalation)</td>
<td></td>
</tr>
<tr>
<td>Year 5 (year 4 plus CPI escalation)</td>
<td></td>
</tr>
<tr>
<td>5-years estimated contract value Sub-total E</td>
<td>R</td>
</tr>
</tbody>
</table>

Contract value will be increased/decreased at contract anniversary according to the current indices (average over 12 months) as stipulated in SA Statistics-Consumer Price Indices-all income group 6% escalation should be used for illustrative purposes.
C3 Service information

DESCRIPTION OF THE WORKS

Employer’s objectives
It is ACSA’s strategy to provide and maintain a Cathodic protection system for the safe operation of the steel buried pipe network. To ensure continued effective functioning of the system the complete CP system, TRU’s, etc. are monitored on a regular basis. The Contractor will be appointed directly by Airports Company South to maintain the Cathodic protection system located at OR Tambo International Airport.

Overview of the works
The Impressed Current Cathodic Protection (ICCP) systems are used to mitigate corrosion on buried fuel pipelines running from Farm Tank to various aprons at OR Tambo International Airport. The Contractor will be responsible for operating and maintaining the Cathodic Protection Systems and related equipment.

Extent of the works
The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.

For each piece of equipment, all maintenance work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable standards, governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements, develop and submit comprehensive routine maintenance checklists for each equipment/system.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

The Contractor shall comply with the Minimum Staffing Schedule at all times – This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The Contractor shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance. Should the Contractor not be able to maintain adequate system performance due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager.

The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and trustworthy of the Airside procedures in the area. The Contractor shall further ensure that any staff member partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.
All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free, guaranteed for a period of 6 months after completion of work.

All preventive maintenance work shall be charged according to the Activity Schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. ACSA shall provide an on-site spares room to the contractor free of charge. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site and submitted to the Service Manager at the end of every month. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensure that spares are effectively managed and scrapped parts and waste removed from site according to procedure.

The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that, unless a special arrangement is made with the Service/Contract Manager, all senior staff members and on-site support staff are always immediately reachable via cell phones.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety shoes, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

**Location of the works**

The Works are located at ORT International Airport – in restricted and access controlled areas. It is crucial for the Contractor to note that ORT International Airport is a National Key Point and governed as such.

**PROCUREMENT**

**Preferential procurement procedures**

**Requirements**

The Contractor will respect OEM warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor’s sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor will have to build relationships with the various key OEM’s.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring equipment or spares.
No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

Subcontracting

No part of this Contract may be subcontracted unless with written approval from ACSA. ACSA shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

MANAGEMENT

Management of the works

Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations, SANS Standards, NACE and all other legislation that might be relevant to this contract and the execution thereof.

All work shall be carried out according with prevailing industry norms and best practice and will at all times comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

Normal airport operational hours shall be from 04:00 to 24:00 for every day of the year.

As a minimum requirement, the Contractor shall roster scheduled preventative maintenance activities

During operational hours, down-time of equipment for breakdown/emergency maintenance shall be arranged with the AMC to suit airport operations. Normal airport operational hours may be amended by the Operations Manager from time to time.

The Contractor may not utilise rostered staff for any other work than that as specifically required under this contract. It implies that staff dedicated to this contract will not be utilise for any other contracts or projects the Contractor might have from time to time. The Contractor may, however, approach the Service Manager should an exception be required in this regard and should ACSA benefit from the arrangement.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)
Methods and procedures

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in ACSA’s business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- Assisting with emergency repairs
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to air-conditioning and ventilations systems installations
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures, operational procedures and air-conditioning and ventilation systems
- Co-operating with ACSA Security relating to security issues
- Investigation of equipment breakdowns, malfunction, and the like, and reporting to Service Manager

The ACSA Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality (ISO9001). In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

Environment

Works shall be executed in compliance to the environmental act and standards. The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.

At no time shall the Contractor:
- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard
- file all disposal certificates

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.
Key personnel
A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

Management meetings
The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Electronic payments
The Contractor should arrange with ACSA’s finance department for making all payments electronically.

Daily records
The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

Maintenance Monthly reports
When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. Monthly reports will include:

- system availability (averaged per week)
- system performance testing
- maintenance work (including % of scheduled maintenance work completed)
- maintenance plan for the next month
- the latest spares inventory
- Asset register up to date including equipment data
- Outstanding maintenance issues
- Other service reports

The contractor shall keep copies of all reports for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits
The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

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

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.
The following table is not all inclusive, but is provided for illustration purposes:

<table>
<thead>
<tr>
<th>Permit</th>
<th>Required by/for</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVOP – Airside Vehicle Operator permit</td>
<td>All drivers of vehicles on airside</td>
<td>ACSA Safety</td>
</tr>
<tr>
<td>Airside Vehicle Permit</td>
<td>All vehicles that enter airside</td>
<td>ACSA Safety</td>
</tr>
<tr>
<td>Basement Parking permit</td>
<td>All vehicles allowed to enter the delivery basement</td>
<td>ACSA Parking</td>
</tr>
<tr>
<td>Personal permit</td>
<td>All persons employed on the airport</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Cell phone permit</td>
<td>All persons taking cell phones to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Lap top permit</td>
<td>All persons taking lap top computers to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Camera permit</td>
<td>All persons taking cameras or camera equipment to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Hot Works Permit</td>
<td>All welding and/metal cutting work</td>
<td>ACSA Safety</td>
</tr>
</tbody>
</table>

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

**Proof of compliance with the law**

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

**Insurance provided by the employer**

Refer to General Conditions of Contract

**Health and safety**

**Health and safety requirements and procedures**

The Service Manager shall be entitled to fine the Contractor an amount of **R3,000.00** for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor’s responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

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

All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.
All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The contractor’s Workmen’s Compensation fees must be up to date. A copy of the Contractor’s WCA registration shall be produced on request.

The following areas in the company are declared as “HOT WORKS PERMIT” areas:

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.). The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time must the Contractor interfere with, or put at risk, the functionality of any cathodic protection system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor’s company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor’s account.

**Cell phones**

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

The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the general public from injury relating to machinery, work or other.

Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.
## Annexes

<table>
<thead>
<tr>
<th>Title</th>
<th>Annex number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Level Agreement</td>
<td>Annex A</td>
</tr>
<tr>
<td>Preventive maintenance activities</td>
<td>Annex B</td>
</tr>
<tr>
<td>Equipment schedule</td>
<td>Annex C</td>
</tr>
<tr>
<td>Occupational Health and Safety Agreement</td>
<td>Annex D</td>
</tr>
<tr>
<td>Environmental Terms and Conditions</td>
<td>Annex E</td>
</tr>
</tbody>
</table>
ANNEX A: Service Level Agreement

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

Staffing Schedule
The Contractor must maintain the following minimum staff available at all times and should price accordingly or according to the resources proposal.

<table>
<thead>
<tr>
<th>Resource</th>
<th>Quantity</th>
<th>Days</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer</td>
<td>1</td>
<td>2 days/month</td>
<td>08:00 to 16:30</td>
</tr>
<tr>
<td>Technician</td>
<td>1</td>
<td>5 days/week (Monday to Friday)</td>
<td>08:00 to 16:30</td>
</tr>
<tr>
<td>Assistant</td>
<td>1</td>
<td>5 days/week (Monday to Friday)</td>
<td>08:00 to 16:30</td>
</tr>
</tbody>
</table>

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

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

Detail requirements regarding staff
The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have relevant experience in cathodic protection.

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- Full Names
- Proof of qualifications
- Work experience on maintaining similar equipment system. (indicate company where experience was obtained in chronological order)

Minimum qualifications and experience of staff

Engineer

Qualification
N3 or Senior certificate with Physical Sciences or Diploma in /Chemistry/Mechanical/Electrical/Metallurgical or SAQA Equivalence

Experience
Must have at least 8 years of experience in cathodic protection coupled with a CP3 cathodic protection certification.

Technician
Qualification
N3 or Senior Certificate / higher with Physical Sciences/ SAQA Equivalent

Experience
Must have at least 10 years of experience in Cathodic protection

Assistant Qualification
N3/Senior certificate or SAQA equivalent

Experience
At least one year of experience in cathodic protection

Service Level Table
The following service levels are the minimum acceptable service levels for this contract. All amounts stated for damages in this table exclude all applicable taxes.

<table>
<thead>
<tr>
<th>Item</th>
<th>Service Level Title</th>
<th>Service Level Description</th>
<th>Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Response time</td>
<td>98% of all breakdowns shall be responded to within one (1) hour from the time the call is notified to the Contractor</td>
<td>R 3 000,00</td>
</tr>
<tr>
<td>2</td>
<td>Closure duration</td>
<td>95% of all breakdowns will be restored within 4 hours unless agreed prior with the Service Manager</td>
<td>R 3 000,00</td>
</tr>
<tr>
<td>3</td>
<td>Monthly Availability</td>
<td>Failure to achieve availability of 99.95% on Cathodic Protection every month will result in damages being claimed. This may be retained from the invoice of the following month</td>
<td>R 3 000,00</td>
</tr>
<tr>
<td>4</td>
<td>Safety and Housekeeping</td>
<td>It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed, damages will be retained from the following month’s invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.</td>
<td>R 3 000,00</td>
</tr>
</tbody>
</table>

Response Time
Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment. Where a response time could not be achieved as a result of a physical impracticality (such as airport security arrangements, communication system weaknesses, abnormal road traffic etc.) this event will not be considered in calculating the contractor’s performance and penalty will not apply.
Closure Duration

Closure duration is defined as the time elapsed since the maintenance call was logged at the IMCC to the time the contractor reports to the IMCC that the problem has been resolved.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

ACSA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Defect Free Period

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected. Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.

Corrective or breakdown Maintenance:
The defect free period will be no less than 90 days

Preventive maintenance: The defect free period will be no less than the interval between preventive maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor’s deficiency.

Project maintenance: The defect free period will be no less than 6 months

Notification of Damages

The employer’s representative will notify the contractor in writing of any damages and any claims directed at ACSA as a result of a non-compliance with any service level stated in the Service Level Table, and this will be for the account of the Contractor.

Parties agree that damages will not be the only and final remedy for poor/non-performance. Should an event occur for which damages is described; ACSA shall not be limited to claim the amount stated as the damages. Under no circumstances will damages (even if claimed by ACSA) limit ACSA’s, or any other party’s, legal position to claim for damages against the contractor as described elsewhere in the contract.

ACSA must notify the contractor in writing of its intention to claim damages within 60 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim the damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim damages for similar future events.

Maintenance record sheets

When maintenance is performed record sheets must be completed and signed off by the Technician.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. The lack of complete history files will result in immediate cancellation of the contract.
All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to ACSA contract manager by the 10\textsuperscript{th} day of every month. **No payment will be made if record sheets are not handed in.**

### Annex B: Maintenance activities

The Cathodic protection systems require periodic maintenance and testing to ensure that they are functioning properly. Some checks require only visual observations. Others are more involved. For detailed information about cathodic protection operation and maintenance, see the NACE International SP0169 standard (*Control of External Corrosion on Underground or Submerged Metallic Piping Systems*).

All Preventive Maintenance shall be scheduled, at least, to the following requirements:

**Safety**

For safety of personnel, make sure the cabinet of the rectifier is grounded. Padlock rectifiers and junction boxes prevent unauthorized tampering.

**Two-weekly Measurements**

1. Measure Transformer Rectifier Unit (TRU)-output current
2. Measure TRU output voltage
3. Measure TRU output DC hours
4. TRU-measure and report TRU output drain potential
5. Fuel Depot: Investigate the performance and condition of the insulating flanges (IF) located at the Fuel Consortium. This will ensure that the protective current is only being distributed to the required sections of the pipeline i.e. not to the pump station and thus preventing the Anode Ground bed from being consumed prematurely.

**Monthly checks**

1. Verify that the rectifier is energized, and no unauthorized adjustments have been made.
2. Verify that the rectifier tap settings are in the positions recorded on the last inspection sheet.
3. Verify that there is DC voltage and current output.
4. Look for scorch marks and indications of excess heat.
5. Look for damage to test points and/or junction boxes. Open them to verify that connections are intact.
6. Clean out any debris found in rectifier cabinets, test points, junction boxes, and bond boxes.
7. Stack temperature.

After turning the unit off, immediately feel the rectifier stacks to determine if they are operating properly. Operating stacks should be warm.

8. Contact temperatures.

After the unit is turned off, feel the electrical connections for warm or hot joints which are an indication of high contact resistance.

Some rectifiers include DC filters to smooth out the rectified current. These filters generally include a choke and two capacitors. Visually inspect these items and then check for overheating. The capacitors are likely to be fused, and the fuses should be checked.

10. Arc paths.

Look over the components for burn marks or arc paths caused by an electric arc jumping from one conductor to another. These arcs may be caused by lightning surges, water entering the unit, or insulation breakdown from age or physical damage.

11. Cleanliness of stacks.

Accumulations which interfere with the stacks, or with the passage of air through the screens, should be removed. If it is necessary to clean the stacks, use a soft brush or cloth. Be extremely careful not to scratch or bend the rectifier stack plates.


The control unit should be inspected for obvious problems, such as blown fuses, or overheating of components.

13. Fuel Hydrant bellows visual corrosion inspection and survey as per OEM

14. Fuel Hydrant bellows low points sampling as per the OEM.

**Monthly Measurements**

*Potential*

1. At each Test Point, take electrochemical potential readings of the protected pipelines. Record the sign, the numerical value of the potential, and the type of reference electrode used.

2. Measure the Voltage gradient at the Test Point to determine the IR error associated with the pipe to soil potential measurement and evaluate spot potentials.

3. Next to Alpha Taxi Way - Measure the Anode Ground Bed resistance. This aspect of the maintenance would necessitate measuring resistance to remote earth of the anode ground bed, the anode to cathode resistance and the total circuit resistance. The results obtained will assist in determining the condition and approximate consumption rate of the anode ground beds.

4. Next to Bravo Taxi Way - Measure the Anode Ground Bed resistance. This aspect of the maintenance would necessitate measuring resistance to remote earth of the anode ground bed, the anode to cathode resistance and the total circuit resistance. The results obtained will assist in determining the condition and approximate consumption rate of the anode ground beds.

*Measure Anode Current*

These readings are taken with current flowing by measuring the voltage across the anode shunt resistor connection tabs and employing Ohm’s Law to calculate the current.

**3-Monthly Inspections**

1. Field - Pipe potential and voltage gradients would be conducted at all locations in order to evaluate the true level of protection over a 24-hour period.

2. Field – Monitor the deleterious level of DC traction stray current influence.

**Annual Inspections**

1. Transformer Rectifier Unit (TRU) - Calibrate all TRU meters and Reference Electrode Station (RES)

2. Complete an audit of the entire CP system including:
a. Soil resistivity survey
Soil electrical resistivity indicates the relative capability of the soil to conduct electrical current and it is a main indicator in determining corrosiveness of the soil.
b. Stray current interference survey
Determine the presence of Cathodic protection stray current which may cause corrosion on foreign structures.
c. Direct Current Voltage Gradient (DCVG) survey for locating coating defects.
From the impressed current cathodic protection system DC current flows into the coating defects causing a drop of voltage in the soil. The location of the coating defect can be determined.
d. Alternative Current Voltage Gradient (ACVG) survey

f. Pipeline Current Mapper (PCM) survey
Perform a PCM to qualitatively rank coating quality and highlight pipeline locations with the most significant coating holidays (defects).
g. Fuel Hydrant Bellows NDT (Non Destructive Test) Testing as per the OEM
h. Removal of Bellows for comprehensive inspection as per the OEM

F. Other inspections
The following inspections will be conducted when needed and on request by the service manager.
1. Internal camera inspection-first pass/general (lump sum per km including plant, equipment, labour, materials, including access provision, reinstate and report): 100m per annum
2. Internal pipe cleaning or pigging with high density soft foam pigs (lump sum per day including plan, equipment, labour, materials and report-minimum 8 runs/day)
3. NDT inspections (UT and GUL)

Troubleshooting
If inspection reveals that a unit has failed (or is near failure) the troubleshooting procedure should be followed to locate faulty components and restore the rectifier unit to operation. Before troubleshooting a unit, study the circuit diagram furnished with the manufacturer's instructions that are mounted in the rectifier cabinet. If no circuit diagram is available, it is usually worthwhile to trace out the circuit and develop a diagram. A copy of the circuit diagram should be filed with other record drawings.

Reporting
All areas-a comprehensive TRU status report shall be included containing all the site data, as well as monthly level of protection conferred to the pipeline.

Prepared data sheets indicating the date, the station at which each reading is taken, the tester and other relevant information.

Detailed inspections and testing must be performed by qualified personnel, and the records should be reviewed by a qualified corrosion professional. Maintain inspection records along with recommendations and actions taken.
ANNEX C: Schedule of Equipment

Table 1: Summary of the Cathodic Protection System Assets on the Fuel Hydrant Pipeline at OR Tambo Internationale Airport - Test Point List

<table>
<thead>
<tr>
<th>No.</th>
<th>OLD ID 2008/2009</th>
<th>NEW ID JAN 2020</th>
<th>Proposed ID</th>
<th>TYPE</th>
<th>GPS Co-ordinate Latitude</th>
<th>GPS Co-ordinate Longitude</th>
<th>Location on Airside</th>
<th>Description</th>
<th>Additional CP Listing</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>IF at Tank Farm</td>
<td>IF at Tank Farm</td>
<td>CP01A</td>
<td>IF</td>
<td>26.150343</td>
<td>28.22585185</td>
<td>Tank Farm</td>
<td>IF Kit</td>
<td></td>
</tr>
<tr>
<td>1B</td>
<td>IF at Tank Farm</td>
<td>IF at Tank Farm</td>
<td>CP01B</td>
<td>IF</td>
<td>26.150343</td>
<td>28.22585185</td>
<td>Tank Farm</td>
<td>IF Kit</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bunker TP at Tank Farm</td>
<td>Bunker TP at Tank Farm</td>
<td>CP02</td>
<td>MONITORING</td>
<td>26.150262</td>
<td>28.22603192</td>
<td>Service Road</td>
<td>Cross bond/Potential Monitoring</td>
<td>Test Post</td>
</tr>
<tr>
<td>3</td>
<td>Bunker TP next to service road</td>
<td>Bunker TP next to service road</td>
<td>CP03</td>
<td>MONITORING</td>
<td>26.143897</td>
<td>28.23095953</td>
<td>Service Road</td>
<td>Cross bond/Potential Monitoring</td>
<td>Test Post</td>
</tr>
<tr>
<td>4</td>
<td>Bunker TP next to Taxi Runway</td>
<td>Bunker TP near taxi-runway</td>
<td>CP04</td>
<td>MONITORING</td>
<td>26.139427</td>
<td>28.23599916</td>
<td>Service Road</td>
<td>Potential Monitoring</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>TP near Charlie</td>
<td>TP near Charlie</td>
<td>CP05</td>
<td>MONITORING</td>
<td>26.141106</td>
<td>28.23182744</td>
<td>Service Road</td>
<td>Free standing / Potential Monitoring</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>VCA1</td>
<td>VCA1</td>
<td>CP06</td>
<td>MONITORING</td>
<td>26.138831</td>
<td>28.23256013</td>
<td>Alpha Apron</td>
<td>Valve Chamber</td>
<td>Bond, PRE, Card, RE</td>
</tr>
<tr>
<td>7</td>
<td>VCC5</td>
<td>VCC5</td>
<td>CP08</td>
<td>MONITORING</td>
<td>26.138091</td>
<td>28.23484545</td>
<td>Charlie Apron</td>
<td>Valve Chamber</td>
<td>Bond, PRE, Card, RE</td>
</tr>
<tr>
<td>8</td>
<td>VCA5</td>
<td>VCA5</td>
<td>CP13</td>
<td>MONITORING</td>
<td>26.137013</td>
<td>28.23212916</td>
<td>Alpha Apron</td>
<td>Valve Chamber</td>
<td>Bond, PRE, Card, RE</td>
</tr>
<tr>
<td>9</td>
<td>VCA3-1</td>
<td>VCA2</td>
<td>CP17</td>
<td>MONITORING</td>
<td>26.130392</td>
<td>28.23328768</td>
<td>Charlie Apron</td>
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<td>CP23</td>
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<tr>
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<td>Free standing / Potential Monitoring</td>
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</table>
ANNEX D:

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

OBJECTIVES

To assist Airports Company South Africa SOC Limited (ACSA) to comply with the requirements of:

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

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

The parties to this Agreement are:

Name of Organization:
AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Physical Address:
O. R. Tambo International Airport
International Terminal Building
ACSA North Wing Offices
4th Floor
Kempton Park
1627

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY’S MAIN SCOPE OF WORK

To be completed by Contractor
GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

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

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

- Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and/or their Subcontractors and/or their respective employee’s acts and/or omissions on the Client’s premises.
COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

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

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

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

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

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

7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.

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

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

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

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

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a 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 Mandatory 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 Mandatory 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 Mandatory understands that no work may commence on the Client’s premises until this procedure is duly completed, signed and received by the Client.

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

ACCEPTANCE BY MANDATARY

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

I, ______________________________________ (Name and Surname), a duly authorised appointee acting for and on behalf of __________________________________________ (Company Name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

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

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

_________________________________________
NAME

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

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

<table>
<thead>
<tr>
<th>ISSUE</th>
<th>REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Policy</td>
<td>ACSA’s Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.</td>
</tr>
</tbody>
</table>
| **Storm water, Soil and Groundwater Pollution** | • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.  
  • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.  
  • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor’s responsibility to determine the location of these areas.  
  • No leaking equipment or vehicles shall be permitted on the airport. |
| Air Pollution                               | • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.  
  • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.  
  • Fires: No open fires shall be permitted on site. |
| Noise Pollution                             | • All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.  
  • The Contractor shall comply with the applicable regulations with regard to noise. |
| Waste Management                            | • Waste shall be separated as general or hazardous waste.  
  • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. |
- Under no circumstances shall solid or liquid waste be dumped, buried or burnt.
- Contractors shall maintain a tidy, litter free environment at all times in their work area.
- Contractors must keep on file:
  1. The name of the contracting waste company
  2. Waste disposal site used
  3. Monthly reports on quantities – separated into general, hazardous and recycled
  4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal
  5. Copy of waste permit for disposal site

This information must be available during audits and inspections.

| Handling & Storage of Hazardous Chemical Substances (HCS) | • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.
• Materials Safety Data Sheets shall be stored with all HCS.
• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).
• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.
• Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances. |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Water and Energy Consumption</td>
<td>ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.</td>
</tr>
<tr>
<td>Training &amp; Awareness</td>
<td>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</td>
</tr>
</tbody>
</table>

**Penalties**

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

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.
Penalties shall be between R 200.00 and R 20 000.00, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA’s Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

I, _______________________________________ (name & surname) of _________________________

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

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

at: O. R. Tambo International Airport.
C4 Site Information

The layouts providing the fuel piping and location of various components protected by the ICCP system are provided on the next page.

System Description

The CP system consists of two permanent Impressive Cathodic Protection systems:

Bravo CP system which consists of a Transformer Rectifier Unit (TRU) connected to a semi-deep grounded system with the negative drain at VCB0.

This CP system protects the southern sector of the buried jet fuel pipeline network, along aprons Alpha, Charlie, Bravo and two feeder pipelines 18" and 20".

The Bravo CP system is made up of six deep-hole ground beds, which are linked to a positive junction box for the ease of isolating for each ground bed during inspections and circuit resistance measurements.

Golf CP system which consists of one three phase Transformer Rectifier Unit connected to a to three deep-well-grounded system and is situated along the Golf Apron opposite pit valves GHPV2 and GHPV3, with the negative drain near the service road.

This CP system protects the northern sector of the buried jet fuel pipeline network, along Delta, Echo, Foxtrot, and Golf aprons.

The total length of the protected pipeline is 11, 299 m including feeders.

Technical Specifications (TRU at Golf Apron):

Mains Supply: 380V AC 3−50Hz @ 16A max.
DC Output: Tapped 25/50/75V DC max @ 50A max.
Reference: Cu/CuSO₄, Ag/AgCl, Zn/ZnCl or Zinc reference electrodes.
Control: Microprocessor Automatic Control of AC power switching.

Layout

The layouts providing the fuel piping and location of various components protected by the ICCP system are provided on the next page.