Request for Bids for the Installation of Life Lines at Airports Company South Africa’s, O. R. Tambo International Airport – SCM 011

<table>
<thead>
<tr>
<th>Tender Number:</th>
<th>ORT 5903/2019/RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date</td>
<td>10th of July 2019</td>
</tr>
<tr>
<td>Closing Date</td>
<td>31st of July 2019</td>
</tr>
<tr>
<td>Briefing Session Date</td>
<td>16th of July 2019; at 12H00</td>
</tr>
<tr>
<td>Site Inspection</td>
<td>On request</td>
</tr>
</tbody>
</table>
SECTION 1: INSTRUCTIONS TO BIDDERS

1.1 Collection of RFP documents

Tender documents are available on [www.etenders.gov.za](http://www.etenders.gov.za) and [www.airports.co.za/business/tender-bulletin/current-and-future-tenders](http://www.airports.co.za/business/tender-bulletin/current-and-future-tenders) from **Wednesday, 10th of July 2019**. Electronic copies of the tender documents will be available for download on the National Treasury website during the same period. No bid documents will be available at the briefing session.

1.2 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 tender documents. Bid documents must be submitted on or before **12h00pm on Wednesday, 31st of July 2019** using the following method.

a) **Hand delivery:**

The closing time for receipt of tenders is **Wednesday, 21st July 2019 at 12h00** (South African Time). Tenders must be placed inside the tender box B, which will be on the 3rd floor ACSA North Wing Offices.

No telephonic, faxed or e-mailed tenders will be accepted. No late tenders will be accepted.

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

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

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

Proposals must be in duplicate (an original printed copy and a printed copy of the original) together with an electronic copy of the bid documents using a compact disc or flash drive. The original copy will be the legal and binding copy, in the event of discrepancies between any of the submitted documents; the original copy will take precedence.
1.3 Late Bids

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

1.4 Clarification and Communication

Name: Mr Tebogo Rapulana
Designation: Senior Buyer
Tel: 010 207 2841
Email: Tebogo.rapulana@airports.co.za
Fax: 

Request for clarity or information on the tender may only be requested until **Wednesday, 24th July 2019**. Any responses to queries or for clarity sought by a bidder will also be sent to all the other entities which have responded to the Request for Proposal invitation. Bidders may not contact any ACSA employee on this tender other than those listed above. Contact will only be allowed between the successful bidder and ACSA Business Unit representatives after the approval of a recommendation to award this tender. Contact will also only be permissible in the case of pre-existing commercial relations which do not pertain to the subject of this tender.

1.5 Compulsory Briefing Session

A compulsory briefing session with representatives of the Employer will take place at **10:00 on the 16th July 2019** at the Mechanical Mezzanine Boardroom, 3rd floor ACSA Offices, ORTIA.

1.6 Bid Responses

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

It must be noted that ACSA may:

a) Award the whole or a part of this tender;

b) Split the award of this tender;

c) Negotiate with all or some of the shortlisted bidders;

d) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow; and/or

e) Cancel this tender.

1.8 **Validity Period**

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

1.9 **Confidentiality of Information**

ACSA will not disclose any information disclosed to ACSA through this tender process to a third party or any other bidder without any written approval from the bidder whose information is sought. Furthermore, ACSA will not disclose the names of bidders until the tender process has been finalised. Bidders may not disclose any information given to the bidders as part of this tender process to any third party without the written approval from ACSA. In the event that the bidder requires to consult with third parties on the tender, such third parties must complete confidentiality agreements, which should also be returned to ACSA with the bid.

1.10 **Hot – Line**

ACSA subscribes to fair and just administrative processes. ACSA therefore urges its clients, suppliers and the general public to report any fraud or corruption to:
Airports Company South Africa TIP-OFFS ANONYMOUS
Free Call: 0800 00 80 80
Free Fax: 0800 00 77 88
Email: acsa@tip-offs.com
SECTION 2: BACKGROUND, PURPOSE AND SCOPE OF WORK

2.1 Background

Since inception approximately 20 years ago, Airports Company South Africa Limited (ACSA) has transformed into a focused, profitable and commercial enterprise that is market-driven and customer service oriented. The principal ACSA sites comprise of major international airports namely O.R. Tambo (ORTIA), Cape Town (CTIA) and King Shaka (KSIA). The other sites are, Bram Fischer (Bram), Upington (UTN), Port Elizabeth (PLZ), East London Airport, George Airport, Kimberley Airport and the Corporate Office.

The sustained growth in traffic over the years, coupled with a creative and performance focused management and leadership team have contributed to the Company’s excellent financial performance over time. This has enabled the Company to transform South Africa’s airports into world-class airports, delivering value for customers, stakeholders, shareholders and employees.

ACSA is focused on creating and operating world-class airports measuring up to international standards. Numerous international awards won by certain of its airports over the years confirm that the Company has largely succeeded in this aim. This is also shown in the latest ratings for example, O.R. Tambo, Cape Town and King Shaka international airports rated first, second and third respectively in the Best Airport ACI-ASQ awards for Africa.
2.2 Scope of Work

In summary, a fall protection system is to be supplied and installed on the Northern International Pier Building of O. R. Tambo International Airport. This is to be done in accordance with the specifications of the system provided in the Purchaser’s Goods Information of the contract.

Storage

ACSA will NOT provide storage of the parts at airport premises before installation. It will be the Bidder's (referred to in the contract as Supplier) responsibility to store and transport any and all parts from other locations to the site where the fall protection system is to be installed. It will also be the responsibility of the Supplier to store and dispose (safely and legally) any removed parts and debris where this is applicable.

Disposal

The Supplier is required to (whenever and wherever necessary) remove all existing equipment that is deemed to be no longer necessary and safely dispose of same. A disposal certificate will be required by the Purchaser.
SECTION 4: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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


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

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 preference point system will be applicable to this tender

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

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

<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:

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

Where

\[
P_s = \text{Points scored for price of bid under consideration}
\]

\[
P_t = \text{Price of bid under consideration}
\]

\[
P_{min} = \text{Price of lowest acceptable bid}
\]
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:

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

[YES] [NO]

7.1.1 If yes, indicate:

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

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

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

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

YES ☐ NO ☐

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

<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>
</tbody>
</table>

OR

<table>
<thead>
<tr>
<th>Any EME</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Any QSE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:............................................................................................................

8.2 VAT registration number:........................................................................................................

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

8.4 TYPE OF COMPANY/FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole proprietor

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]
8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BEE 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-BEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution.
Witnesses:

1. ______________________________
   ____________________________
   Signature(s) of bidder(s)

2. ______________________________
   ____________________________
   Date:

Address: ______________________________
SECTION 5: EVALUATION CRITERIA

5.1 Evaluation Criteria

ACSA will use pre-determined evaluation criteria when considering received bids. The evaluation criteria will consider the commitment made for functionality, technical, Price and B-BBEE. During the evaluation of received bids ACSA will make an assessment whether all the bids comply with set minimum requirements and whether all returnable documents/information have been submitted. Bidders which fail to meet minimum requirements, thresholds or have not submitted required mandatory documents will be disqualified from the tender process.

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

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

<table>
<thead>
<tr>
<th>Stage 1</th>
<th>Stage 2</th>
<th>Stage 3</th>
<th>Stage 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check if all the documents have been received</td>
<td>Evaluate on functionality or the technical aspect of the bid</td>
<td>Evaluate price and Preference (B-BBEE)</td>
<td>Post tender negotiations</td>
</tr>
</tbody>
</table>
Closing Date

The closing time for receipt of tenders is Wednesday, 31st July 2019 at 12h00 (South African Time). Tenders must be placed inside the tender box B, which will be on the 3rd floor ACSA North Wing Offices.

No telephonic, faxed or e-mailed tenders will be accepted. No late tenders will be accepted. Bidders to ensure that their names and contacts are reflected on the cover of the bid document.

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

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

4. Enquiries and Contact Information

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

Closing date for enquiries is 24th July 2019 at 15h00

5. Procurement Procedures

Competitive selection will be used.

6. Prequalification Criteria

Only bidders who meet either of the criteria below are eligible to submit tenders for this Request for Bids:

a. Bidders who possess a B-BBEE Compliance Level of 1, 2, 3 or 4

7. Mandatory Administrative Requirements

Bids that do not meet any one of the following criteria (valid proof/certification must be provided if required) will be disqualified and will not be evaluated further on technical/functional criteria:

- Proof of attendance of compulsory briefing session;
- Signed Form of Offer;
NB: No Bid will be awarded to any person whose tax matters have not been declared in order by South African Revenue Service.

NB: Furthermore, it should be noted that NO award will be made to an entity which is not registered with National Treasury on the Central Supplier Database (CSD). Bidders are required to provide their unique registration number or proof of registration.

8. Functionality / Technical

The functionality / technical evaluation will be conducted by the Tender Preparation and Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on threshold criteria.

All bids received that do not meet the minimum threshold for each sub-criteria number of 60 points (of a total 100 possible points) for functionality stated in the Tender data will be disqualified at this stage and not be evaluated further.

No tender will be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the Tender data and summarised in the table below.

<table>
<thead>
<tr>
<th>Description of quality criteria</th>
<th>WQ</th>
<th>Sub criteria</th>
<th>Max Score</th>
<th>Minimum Threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience and Qualifications</td>
<td>20</td>
<td>Fall Arrest Rescue Coordinator</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fall Protection Planner</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rope Access Supervisor</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rope Access Technician</td>
<td>5</td>
<td>3</td>
</tr>
<tr>
<td>Product Specification</td>
<td>20</td>
<td>Compliance to Applicable Standards</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Compliance to Technical Specification</td>
<td>10</td>
<td>6</td>
</tr>
<tr>
<td>Project Planning</td>
<td>40</td>
<td>Project Plan</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delivery Timeline</td>
<td>20</td>
<td>12</td>
</tr>
<tr>
<td>References and Experience</td>
<td>20</td>
<td>References</td>
<td>20</td>
<td>12</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 will be final.

Only tenderers scoring at least the minimum threshold points for each criterion and sub-criterion of functionality will be considered for further evaluation on Price and BBBEE. They will be evaluated further in terms of the 80/20 preference points system described below.

i. Price and B-BBEE 80 / 20 preference points system
The Bid will be scored using the 80:20 preferential points system with 80 reflecting Price and 20 reflecting BBBEE recognition. ACSA will only accept valid B-BBEE certificates from SANAS and IRBA accredited verification agencies as proof of BBBEE status.

**FUNCTIONALITY BREAKDOWN**

1. **Experience and Qualifications/Accreditations of Tendered Personnel**
   It must be carefully noted that the Bidder must clearly indicate in the bid which tendered resource is to be utilised in the contract under the roles defined below. Upon contract start-up (in the event that the tendered resources of the Bidder or clearly identified sub-contractor), should the tendered resources not be immediately available to execute the scope of this bid, resources that either match or exceed the qualifications, accreditations and experience of the resources tendered must be immediately provided.
   Additionally, it must also be noted that only one type of each resource will be evaluated for the roles required in this evaluation of tendered technical personnel.

**Rope Access Supervisor – IRATA Level 3 (5)**

The Supplier will be required to inspect the currently installed system as well as system installation and integrity for the purposes of full certification for correct installation (as per all OEM requirements, applicable laws and regulations) and that the system is in good working condition (fit for purpose). The fall arrest lifeline system installed on the Northern International Pier Building at O. R. Tambo International Airport shall also be certified for safe use according to fall protection plan developed by fall protection planner.

<table>
<thead>
<tr>
<th>Proof of registration with Institute for Work at Heights AND IRATA Level 3 (Supervision of rope access teams; perform advanced manoeuvres and rescues; selection of equipment and rigging of ropes for rope access projects)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6 years or more relevant experience OR 4 years or more relevant experience with proven certification in First Aid</td>
<td>5 points</td>
</tr>
<tr>
<td>4 years or more but less than 6 years relevant experience OR 3 years or more but less than 4 years relevant experience with proven certification in First Aid</td>
<td>4 points</td>
</tr>
<tr>
<td>3 years or more but less than 4 years relevant experience OR 2 years or more but less than 3 years relevant experience with proven certification in First Aid</td>
<td>3 points</td>
</tr>
</tbody>
</table>
Rope Access Technician – IRATA Level 1 (5)
This resource will install the fall arrest lifelines OR provide additional oversight (in conjunction with rope access supervisor) on lifelines installed by OEM-approved installer.

<table>
<thead>
<tr>
<th>Proof of registration with Institute for Work at Heights AND IRATA Level 1 or higher (rig working ropes; explain and perform fall arrest techniques)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years or more relevant experience OR 3 years or more relevant experience with proven certification in First Aid</td>
<td>5 points</td>
</tr>
<tr>
<td>3 years or more but less than 5 years relevant experience OR 2 years or more but less than 3 years relevant experience with proven certification in First Aid</td>
<td>4 points</td>
</tr>
<tr>
<td>2 years or more but less than 3 years relevant experience OR 1 year or more but less than 2 years relevant experience with proven certification in First Aid</td>
<td>3 points</td>
</tr>
</tbody>
</table>

Rigger/Ropes man (Trade)

2. Compliance to Applicable Standards

Proof of compliance to all applicable standards for fall protection system must be provided in the Supplier’s Goods Information (such as a product brochure or product specification) or product information provided as part of the bid document and points will be awarded according to the metrics provided in the table below:

<table>
<thead>
<tr>
<th>Total = 10 points</th>
</tr>
</thead>
</table>
| 1. Fall protection system (anchor points) standards  
   a. EN 795: 2012 or SANS 50795:1996 *equivalent  
   b. CEN/TS 16415:2012 or *equivalent  
2. Life-Line tensioning/energy-absorbing device  
   a. EN 355: 2002 or SANS 50355:2003 or *equivalent  
Equivalence to required standards must be shown in the product brochure or specifications  
Item 1. OR 2. proven compliance = 6 points  
All the above provided = 10 points |

3. Compliance to Technical Specification

Proof of compliance to the technical specification provided in the Purchaser’s Goods Information must be provided in the Supplier’s Goods Information (such as a product brochure or product specification) or product information provided as part of the bid document and points will be awarded according to the metrics provided in the table below:

<table>
<thead>
<tr>
<th>Total = 10 points</th>
</tr>
</thead>
</table>
| Anchor points:  
   1. Certified carrying capacity specification matched or exceeded  
   2. Temperature range for safe use matched  
Proven compliance to 1. above = 6 points  
Proven compliance to all the above = 10 points |
4. **Project Planning – 40 Points**

The Tenderer should provide a project programme/plan indicating how the following will be dealt with:

<table>
<thead>
<tr>
<th>Project Plan (20)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Poor</strong> – List of tasks</td>
</tr>
<tr>
<td><strong>Good</strong> – Task list with durations and overall project length</td>
</tr>
<tr>
<td><strong>Very Good</strong> – Task list with durations and overall project length. Also includes staff allocation to each tasks</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Poor</th>
<th>Good</th>
<th>Very Good</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>12</td>
<td>20</td>
</tr>
</tbody>
</table>

5. **Project Plan**

The project plan will be obtained from the information provided in either the template of the bid document or by a comprehensive project plan provided by the bidder. Points will be awarded for the total project time frame according to the metrics in the table below:

<table>
<thead>
<tr>
<th>Total = 20 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of installation &amp; handover within 4 months = 20 points</td>
</tr>
<tr>
<td>Completion of installation &amp; handover of more than 4 months and within 6 months = 16 points</td>
</tr>
<tr>
<td>Completion of installation &amp; handover of more than 6 months and within 9 months = 12 points</td>
</tr>
<tr>
<td>Completion of installation &amp; handover of more than within 9 months = 9 points</td>
</tr>
</tbody>
</table>

6. **References – 20 Points**

The Tenderer should provide proof of company references of similar or relevant works (such as installation, assembly and/or maintenance of rigging, scaffolding, elevated/suspended work platforms, fall protection systems) previously done or on-going and the duration of the contract.

- **Relevant:** The scope of work has enough detail to prove relevancy to the scope of work in this document
- **Comparable:** Project time frames are clearly indicated
- **Verifiable:** Contact details (office number, cellular phone number and e-mail address) of reference contract/project manager is provided

<table>
<thead>
<tr>
<th>Total = 20 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>No valid reference provided = 0 points</td>
</tr>
<tr>
<td>1 valid reference provided = 12 points</td>
</tr>
<tr>
<td>2 valid reference provided = 16 points</td>
</tr>
<tr>
<td>3 valid reference provided = 20 points</td>
</tr>
</tbody>
</table>
SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

(*Ensure that all mandatory returnable documents are documents ACSA may not proceed without and requesting them after the closing date and time will compromise the fairness of the process or contravening the law i.e. priced offer and SBD 6.2 for local content & production for designated sectors, etcetera)

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

6.2 Other Returnable Documents and information

<table>
<thead>
<tr>
<th>MANDATORY RETURNABLE DOCUMENTS AND INFORMATION</th>
<th>SUBMITTED [Yes or No]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attendance of compulsory briefing session</td>
<td></td>
</tr>
<tr>
<td>Priced offer</td>
<td></td>
</tr>
<tr>
<td>Declaration of Interest Form</td>
<td></td>
</tr>
<tr>
<td>Non-Disclosure Agreement</td>
<td></td>
</tr>
<tr>
<td>SBD Forms</td>
<td></td>
</tr>
</tbody>
</table>

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

6.3 Validity of submitted information

Bidders must ensure that any document or information which has been submitted in pursuance to this tender remains valid for the duration of the contract period. The duty is on the bidder to provide updated information to ACSA immediately after such information has changed.
SECTION 7: DECLARATION FORM

7.1 Making a Declaration

Any legal person or persons having a relationship with persons employed by ACSA, including a blood relationship, may submit a bid in terms of this tender document. In view of possible allegations of unfairness, should the resulting bid, or part thereof, be awarded to persons connected with or related to ACSA employees, it is required that the bidder or his/her authorised representative declare his/her position in relation to ACSA employees or any member of the evaluation or adjudication committee which will consider bids. Furthermore, ACSA requires all bidders to declare that they have not acted in any manner inconsistent with the law, policy or fairness.

7.2 All bidders must complete a declaration of interest form below:

Full name of the bidder or representative of the bidding entity
Identity Number
Position held in the bidding entity
Registration number of the bidding entity
Tax Reference number of the bidding entity
VAT Registration number of the bidding entity

I/We certify that there is a / no relationship between the bidding entity or any of its shareholders / directors / owner / member / partner with any ACSA employee or official.

Where a relationship exists, please provide details of the ACSA employee or official and the extent of the relationship below
7.3 Full Names of Directors / Trustees / Members / Shareholders of the bidding entity

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Declaration:

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

____________________________  ______________________________
Signature                        Date

____________________________  ______________________________
Position                        Name of bidder
SECTION 8: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

<table>
<thead>
<tr>
<th>Description</th>
<th>Penalty</th>
<th>Organ of State / State Owned Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Organ of State / State Owned Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td></td>
</tr>
<tr>
<td>b)</td>
<td></td>
</tr>
</tbody>
</table>

This declaration was signed on _______ of ____________________________ 2019.

Name: ____________________________________________________________

Designation: ______________________________________________________

Signature: ________________________________________________________
SECTION 9: SBD4

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
   (e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following:

   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?

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?

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?

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 / Personal Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<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
SECTION 10: SBD 6.1

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

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


9. GENERAL CONDITIONS

9.1 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

9.2
   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 preference point system will be applicable to this tender

9.3 Points for this bid shall be awarded for:
   (c) Price; and
   (d) B-BBEE Status Level of Contributor.

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

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

9.5 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.

9.6 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.
10. DEFINITIONS

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

(l) “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;

(m) “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;

(n) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) “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;

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

(q) “prices” includes all applicable taxes less all unconditional discounts;

(r) “proof of B-BBEE status level of contributor” means:
   4) B-BBEE Status level certificate issued by an authorized body or person;
   5) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   6) Any other requirement prescribed in terms of the B-BBEE Act;

(s) “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;

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

11. POINTS AWARDED FOR PRICE

11.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS
A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

\(P_s\) = Points scored for price of bid under consideration

\(P_t\) = Price of bid under consideration

\(P_{min}\) = Price of lowest acceptable bid
12. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

12.1 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>

13. BID DECLARATION

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

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

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

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

15. SUB-CONTRACTING

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

(Tick applicable box)

YES  NO

15.1.1 If yes, indicate:

vi) What percentage of the contract will be subcontracted:

vii) The name of the sub-contractor:

viii) The B-BBEE status level of the sub-contractor:

ix) Whether the sub-contractor is an EME or QSE
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><strong>OR</strong></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>

16. **DECLARATION WITH REGARD TO COMPANY/FIRM**

16.1 Name of company/firm: .................................................................

16.2 VAT registration number: ............................................................

16.3 Company registration number: .....................................................

16.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]
16.5 DESCRIE PRINCIPAL BUSINESS ACTIVITIES

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

16.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

16.8 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-BBE 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:

v) The information furnished is true and correct;
vi) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

vii) 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;

viii) 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 –

(f) disqualify the person from the bidding process;

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

(h) 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;

(i) 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

(j) forward the matter for criminal prosecution.
Witnesses:

3. __________________________________________

Signature(s) of bidder(s)

4. __________________________________________  Date :

Address: __________________________________________
SECTION 11: SBD 8

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 audi alteram partem 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>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<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>
</tbody>
</table>
4.3  Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?  

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

4.3.1  If so, furnish particulars:

4.4  Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?  

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

4.4.1  If so, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

…………………………………………..  …………………………….
Signature  Date

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

Js365bW
Section 12: 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).² 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: ____________________________________________________________ that:

(Name of Bidder)

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

   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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 Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**Supply, Installation and Certification of Fall Protection System**

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The offered total of the Prices exclusive of VAT is</td>
<td>R</td>
</tr>
<tr>
<td>Value Added Tax @ 15% is</td>
<td>R</td>
</tr>
<tr>
<td>The offered total of the amount due inclusive of VAT is</td>
<td>R</td>
</tr>
</tbody>
</table>

(in words)

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

Signature(s) | ____________________________ | ____________________________
Name(s)       | ____________________________ | ____________________________
Capacity      | ____________________________ | ____________________________

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date
Tenderer's CIDB registration number:
Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Price Schedule
- Part C3 Goods Information
- Part C4 Site Information

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

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

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Purchaser’s agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data at, or just after, the date this agreement comes into effect. 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 Supplier) within five working days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

for the Purchaser

Airports Company South Africa SOC Ltd
O R Tambo International Airport
ACSA Admin. Building
4th Floor North Wing Offices
Kempton Park
1627

Name & signature of witness

Date
Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.
Schedule of Deviations to be completed by the Supplier prior to contract award

Note:
1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Purchaser prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer’s covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

<table>
<thead>
<tr>
<th>No.</th>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

By the duly authorised representatives signing this Schedule of Deviations below, the Purchaser and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 Purchaser 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

I. For the tenderer:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Capacity</th>
<th>On behalf of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Airports Company South Africa SOC Ltd</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>O R Tambo International Airport</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ACSA Admin. Building</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4th Floor North Wing Offices</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Kempton Park</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1627</td>
</tr>
</tbody>
</table>

II. For the Purchaser

<table>
<thead>
<tr>
<th>Signature</th>
<th>Name</th>
<th>Capacity</th>
<th>On behalf of</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name of witness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------</td>
<td>---</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature of</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Part one - Data provided by the *Purchaser*

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses</td>
<td></td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option</td>
<td>W1: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td>and secondary Options</td>
<td>X2: Changes in the law</td>
</tr>
<tr>
<td></td>
<td>X17: Low Performance Damages</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Z: <em>Additional conditions of contract</em></td>
<td></td>
</tr>
</tbody>
</table>

of the NEC Supply Contract, April 2013

10.1 The *Purchaser* is: Airports Company South Africa SOC Ltd., Reg no: 1993/004149/06, a juristic person incorporated in terms of the company laws of the Republic of South Africa

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

10.1 The *Supply Manager* is: To be advised

Address: Airports Company South Africa
O R Tambo International Airport
ACSA Admin. Building
3rd Floor North Wing Offices
Kempton Park
1627

Tel: To be advised

e-mail: To be advised

11.2(13) The *goods* are: The supply and installation of life lines, as more fully set out in Section C3

11.2(13) The *services* are: The certification of life-lines to be installed as more fully set out in Section C3

11.2(14) The following matters will be included in the Risk Register: **Hot works, works to be performed near travelling public.**
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.2</td>
<td>The law of the contract is the law of the Republic of South Africa</td>
</tr>
<tr>
<td>13.1</td>
<td>The language of this contract is English</td>
</tr>
<tr>
<td>13.3</td>
<td>The period for reply is 5 working days</td>
</tr>
<tr>
<td>2</td>
<td>The Supplier's main responsibilities Data required by this section of the core clauses is provided by the Supplier in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</td>
</tr>
<tr>
<td>3</td>
<td>Time</td>
</tr>
<tr>
<td>31.2</td>
<td>The starting date is To be advised, intended to be the 1st of June 2019</td>
</tr>
<tr>
<td>32.2</td>
<td>The Supplier submits revised programmes at intervals no longer than Four (4) weeks</td>
</tr>
<tr>
<td>35.1</td>
<td>The Purchaser is not willing to take over the works before the Completion Date.</td>
</tr>
<tr>
<td>4</td>
<td>Testing and Defects</td>
</tr>
<tr>
<td>42.2</td>
<td>The defects date is 52 weeks after Delivery</td>
</tr>
<tr>
<td>43.2</td>
<td>The defect correction period is 4 weeks</td>
</tr>
<tr>
<td>43.2</td>
<td>The defect access period is 4 weeks</td>
</tr>
<tr>
<td>5</td>
<td>Payment</td>
</tr>
<tr>
<td>50.1</td>
<td>The assessment interval is the 10th working day of each successive month.</td>
</tr>
<tr>
<td>51.1</td>
<td>The currency of this contract is the South African Rand (ZAR).</td>
</tr>
<tr>
<td>51.2</td>
<td>The period within which payments are made is 30 days from date of invoice.</td>
</tr>
<tr>
<td>51.4</td>
<td>The interest rate is</td>
</tr>
<tr>
<td>Title</td>
<td>Compensation events</td>
</tr>
<tr>
<td>7</td>
<td>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.</td>
</tr>
</tbody>
</table>
# Risks and insurance

8.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the goods, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the Supplier) caused by activity in connection with this contract for any one event is **Refer to Part C1.3**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2</td>
<td>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with this contract for any one event is <strong>Refer to Part C1.3</strong></td>
</tr>
<tr>
<td>8.2</td>
<td>The Supplier's liability to the Purchaser for indirect or consequential loss including loss of profit, revenue and goodwill is limited to <strong>Nil – Neither Party is liable to the other for any consequential loss or indirect loss</strong></td>
</tr>
<tr>
<td>8.2</td>
<td>For any one event, the Supplier's liability to the Purchaser for loss of or damage to the Purchaser's property is limited to <strong>Refer to Part C1.3</strong></td>
</tr>
<tr>
<td>8.2</td>
<td>The Supplier's liability for Defects due to his design which are not notified before the last defects date is limited to <strong>Refer to Part C1.3</strong></td>
</tr>
</tbody>
</table>

**The Supplier's total direct liability to the Purchaser 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 Supplier as stated in this contract for:**

- Loss of or damage to the Purchaser's property,
- Delay damages,
- Defects liability,
- Insurance liability to the extent of the Supplier's risks
- Loss of or damage to property (other than the works, plant and materials),
- Death of or injury to a person;
- DAMAGE TO THIRD PARTY PROPERTY; AND

INFRINGEMENT OF AN INTELLECTUAL PROPERTY RIGHT.

- The end of liability date is .5 (FIVE). years after Delivery of the whole of the goods and services.

9 Termination

There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

11 Data for Option W1

W1.1 The Adjudicator is

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

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>
<td>Gauteng</td>
<td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
<td>Gauteng</td>
<td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td>
</tr>
</tbody>
</table>

W1.2(3) The Adjudicator nominating body is:

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

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>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
</tr>
</tbody>
</table>
**ORT 5903/2019/RFP**

**Mr. Sebe Msutwana Pr. Eng.**  
Gauteng  
+27 11 442 8555  
sebe@civilprojects.co.za

**Mr. Sam Amod**  
Gauteng  
Sam@samamod.com

**Adv. Sias Ryneke SC**  
Gauteng  
083 653 2281  
reyneke@duma.nokwe.co.za

---

W1.4(2)  
**The tribunal is:**  
Arbitration

W1.4(5)  
**The arbitration procedure is:**  
The Rules for the Conduct of Arbitrations published by the Arbitration Foundation of South Africa (AFSA) (or its successor).

**The place where arbitration is to be held is:**  
Johannesburg, South Africa.

**The person or organisation who will choose an arbitrator:**  
- if the Parties cannot agree a choice or  
- if the arbitration procedure does not state who selects an arbitrator, is  
The Chairman of the Johannesburg Advocates Bar Council.

---

**12  Data for secondary Option clauses**

**X2  Changes in the law**  
There is no data required for this secondary option.

**X17  Low performance damages**

**X17  Delay damages for late delivery of the goods are:**  
R 4,000.00 per day

**Delay damages for late delivery of the services are:**  
R 6,000.00 per day

**The total delay damages payable by the Supplier is limited to:**  
The total of the prices

---

**Z1  Interpretation of the law**

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

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z2  The Supplier’s responsibilities:**
**Delete core clause 20.1 and replace with the following:**

The Supplier provides the Goods and Services in accordance with the Goods Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.

**Termination**

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

**Amendment to the Secondary Option Clauses**

**Limitation of liability:**

**Additional Z Clauses**

**Cession, delegation and assignment**

**The Supplier** shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Purchaser, 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 Supplier.

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

**Joint and several liability**

**If the Supplier 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 Purchaser for the performance of the Contract.**

**The Supplier** shall, within 1 week of the Contract Date, notify the Supply Manager and the Purchaser of the key person who has the authority to bind the Supplier on their behalf.

**The Supplier 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 Purchaser.**

**Ethics**

**The Supplier 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 Purchaser is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

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

Z10.3 If the Supplier 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 Purchaser, the Purchaser 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 Supplier 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 Supply Manager or the Purchaser, which consent shall not be unreasonably withheld.

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

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the Supplier for the purposes of the implementation of this agreement. The Supplier 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 Supplier is required by law to disclose, provided that the Supplier notifies the Purchaser prior to disclosure so as to enable the Purchaser to take the appropriate action to protect such information. The Supplier 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 Supplier, enters the public domain or to information which was already in the possession of the Supplier 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 Goods and after Completion, requires
Z11.5 The Supplier ensures that all his SubSuppliers abide by the undertakings in this clause.

Z12 Purchaser’s Step-in rights

Z12.1 If the Supplier 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 Supply Manager, the Purchaser, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Supplier or supplier of the Supplier) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Supplier.

Z12.2 The Supplier co-operates with the Purchaser 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 Supplier under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Supply Manager to achieve this end.

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 Goods.

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 Supplier gives the Purchaser 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 Supplier is to be obtained before the Supplier’s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Supplier’s IP available to any third party the Purchaser shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Purchaser would use to protect its IP.

Z14.5 The Supplier shall indemnify and hold the Purchaser harmless against and from any claim alleging an infringement of IP rights (“the claim”), which arises out of or in relation to:

Z14.5.1 the Supplier’s design, manufacture, construction or execution of the Goods

Z14.5.2 the use of the Supplier’s Equipment, or

Z14.5.3 the proper use of the Goods.
The Purchaser shall, at the request and cost of the Supplier, assist in contesting the claim and the Supplier may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

**Z16 Dispute resolution:**

**Z16.1 Appointment of the Adjudicator**

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details</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>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
<td>Gauteng</td>
<td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281 <a href="mailto:reyneke@duma.nok">reyneke@duma.nok</a> we.co.za</td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo</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>
Z16.2 Appointment of the Arbitrator

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

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<tr>
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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>
Z17 Notification of a compensation event

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

Z18 BBBEE and Tax Clearance Certificates

Z18.1 The Supplier shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z19 Communication

Z19.1 Add a new Core Clause 14.5 and 14.6 to read as follows:

The Supply Manager requires the written consent of the Purchaser if an action will result in a change to the design, scope, and Goods information that is 5% or more.

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

Z20 Delegation

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

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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Supplier is (Name):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>11.2(1)</td>
<td>The Accepted Plan is</td>
<td></td>
</tr>
<tr>
<td>11.2(6)</td>
<td>The delivery date for the goods and services is</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Goods and services</td>
<td>delivery date</td>
</tr>
<tr>
<td></td>
<td>Complete supply and installation of life lines</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Certification of installed life lines</td>
<td></td>
</tr>
<tr>
<td>11.2(8)</td>
<td>The Goods Information for the Supplier's design is in</td>
<td><strong>Part 3: Goods Information</strong></td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The price schedule is in</td>
<td><strong>Part 2: Price Schedule</strong></td>
</tr>
</tbody>
</table>
The tendered total of the Prices is

(in words)

11.2(14) The following matters will be added to the Risk Register

1

2

3

4

5

52.1 The percentage for overheads and profit added to the Defined Cost is
C1.3 Insurance Schedule

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

SECTION A: DEFINITIONS

Landside refers to:
- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:
- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings
SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value **below R50million** on the **LANDSIDE**

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

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

1.3 Professional Indemnity
- All consultants are responsible for Professional Indemnity cover of R5million
- Suppliers 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 Supplier and/or consultant.

2. Insurance requirements for contracts **below R50million** on the **AIRSIDE**

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

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

2.3 Professional Indemnity
ORT 5903/2019/RFP

- All consultants are responsible for Professional Indemnity cover of R5million
- Suppliers 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 Supplier and/or consultant.

3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works

With regards to contract works claims, the Supplier / consultant is responsible for the following deductibles:
- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Suppliers / consultants may re-insure the deductibles

3.2 Public Liability

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

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Suppliers 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 R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- 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 Supplier and/or consultant.

4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

4.1 Contract Works
ORT 5903/2019/RFP

Insurance Schedule

C1.3

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

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

4.2 Public Liability

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

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10 million
- Suppliers who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million
- In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10m
- 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 Supplier and/or consultant.
C2.1 Pricing assumptions

Guidance before pricing and measuring

Purchasers preparing tenders or contract documents, and tendering Suppliers are advised to consult the sections dealing with the Price Schedule for the NEC3 Supply Contract (April 2013) Guidance Notes before preparing the Price Schedule or before entering rates and lump sums thereto.

The NEC approach assumes use will be made of method related charges for Equipment applied to Delivering the goods and services based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the installation phase.

The P & G section of the bill is not used for the assessment of compensation events.

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Price Schedule shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Supplier in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the Price Schedule.

The quantities contained in the Price Schedule may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Supply Manager at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the Price Schedule are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Goods Information.
C2.2 The Price Schedule

### All amounts to be entered exclusive of VAT

<table>
<thead>
<tr>
<th>Item</th>
<th>Work Description of Work</th>
<th>Qty</th>
<th>UOM</th>
<th>Unit Price (exclusive of VAT)</th>
<th>Subtotal (excl. VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>All required parking, vehicle and personnel permits</td>
<td>1</td>
<td>ONCE-OFF</td>
<td>R 5,000.00</td>
<td>R 5,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Supply and installation of lifelines according to specification</td>
<td>290</td>
<td>METRES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>All required certification of installed lifeline fall-protection system</td>
<td>1</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Development of fall protection plan suitable to lifeline fall arrest system (complete with rescue plan)</td>
<td>1</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Theoretical (short course with certification) and practical training (48 individuals) on fall protection plan, rescue plan and correct-and-safe use of lifeline fall arrest system</td>
<td>48</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Commissioning and hand-over (including Maintenance and Operating manuals, drawings, OEM manuals, lifeline fall arrest system certificates, etc.)</td>
<td>1</td>
<td>EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>All Purchaser-required insurances <em>(Quantity to be entered is dependent on Supplier-proposed timelines in project plan (or Accepted Plan))</em></td>
<td>PER MONTH</td>
<td>PER MONTH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Other: (please clearly define)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Other: (please clearly define)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total for the Prices**

*Amount to be carried over to the Form of Offer*
C3.1 Purchaser's Goods Information

Description of the goods and services

Executive overview

In brief, the Supplier will be responsible for the Design, Supply and Installation of a Fall Protection System at the Northern International Pier of the O. R. Tambo International Airport. This shall include the supply of all required materials and tools to complete the delivery of the goods and the provision of all required associated services to certify the fall protection system for safe use. The Supplier shall also provide all required handover documentation of the fall protection system. This shall include but not be limited to; All required certification of the system for safe use, All required Maintenance and Usage Manuals for the system.

Purchaser’s objectives and purpose of the goods and associated services

To design, install and certify a compliant fall protection system:

The Supplier shall, prior to the installation of the fall protection system, fully investigate the structure of the buildings where the fall protection is required to be installed to ensure that no disruption or damage to any hidden services which include but are not limited to; electrical reticulation, water services, communication cabling, structural/load-bearing members, etc. is incurred during the installation of the fall protection system. To this end, while some technical and engineering drawings can be made available to the Supplier by the Supply Manager on behalf of the Purchaser, confirmation of the presence of hidden services (as listed above) shall be carried out by the Supplier and a report provided to the Supply Manager for approval before any services or installations required under this contract may be approved for commencement.

Interpretation and terminology

The following abbreviations are used in this Goods Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACSA</td>
<td>Airport Company South Africa</td>
</tr>
<tr>
<td>ORTIA</td>
<td>OR Tambo International Airport</td>
</tr>
<tr>
<td>SANS</td>
<td>South African National Standards</td>
</tr>
<tr>
<td>OHS ACT</td>
<td>Occupational Health and Safety Act</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacture</td>
</tr>
<tr>
<td>RSA</td>
<td>Republic of South Africa</td>
</tr>
<tr>
<td>UOM</td>
<td>Unit of Measure</td>
</tr>
</tbody>
</table>
Extent of the goods and associated services

The Supplier will be fully responsible for meeting all requirements in this document regarding the goods and associated services.

For each piece of equipment, all goods and associated services shall be supplied to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document, the more stringent requirement shall apply.

The Supplier will be responsible for providing staff which are sufficiently skilled and qualified for successful delivery of the goods and associated services. The Supplier shall comply with the Minimum Staffing Schedule at all times provided in tender documents. This may be amended by mutual arrangement between ACSA and the Supplier from time to time.

The Supplier 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 Supplier shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Supplier shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his/her permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required period as provided for in the project plan. Any work impacting on operations shall be attended-to until restored to good reliable condition. No project work may be left unattended or incomplete for the next day or shift unless agreed to by the Supply Manager. All repair work shall carry a defect free guarantee for a period of 12 months after completion of work.

All work shall be charged according to the price schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by the scheduled project team. The on-site maintenance contractor shall be notified prior to the project commencement. A handover shall take place between the Supplier and the maintenance contractor before and after completion of the contract.

The Supplier will be responsible for holding all tools and/or special equipment required for the execution of the works, installation of the goods and storage, on the premises of the Supplier (or elsewhere) and at the cost of the Supplier, in order to comply with the requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Supplier shall ensure that, unless a special arrangement is made with the Supply Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

The Supplier shall ensure that all staff are issued with uniforms that will comply with a minimum requirement as agreed with the Supply Manager from time to time. Current airport requirements are safety shoes, ear protection equipment and a uniquely numbered retro-reflective jacket (for easy identification via CCTV).
Generic Specifications
All work shall conform to all relevant SANS standards, OHS ACT 85 of 1993 regulations and all other legislations that might be relevant to this contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with OEM requirements.

Environment
The Supplier 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 Supplier:
• 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

Daily records
The Supplier shall keep accurate daily records of staff presence, progress on the delivery and installation of the goods, safety inspections and exception reports. Records shall be kept on the premises of the Supplier until 52 weeks after the completion of the contract and will be available for scrutiny by the Supply Manager at any time. All records shall be in a format as agreed with the Supply Manager.

Proof of compliance with the law
The Supply Manager may, at any time, request from the Supplier reasonable proof that the Supplier is in compliance with applicable laws or regulations.

Cell phones and two-way radios
Use of cell phones on airside is not permitted unless the user is in possession of an appropriate personal airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Supplier 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 Supplier 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 Supplier shall provide same. 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.
Management and start up.

Management meetings

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

Regular meetings of a general nature may be convened and chaired by the Supply Manager as follows:

<table>
<thead>
<tr>
<th>Title and purpose</th>
<th>Approximate time &amp; interval</th>
<th>Location</th>
<th>Attendance by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Risk register and compensation events</td>
<td>Monthly on the first Tuesday at 10H00</td>
<td>On-site</td>
<td>Supply Manager and Supplier’s representative</td>
</tr>
<tr>
<td>Overall contract progress and feedback</td>
<td>Monthly on the first Tuesday at 10H00</td>
<td>On-site</td>
<td>Supply Manager and Supplier’s representative</td>
</tr>
</tbody>
</table>

Meetings of a specialist nature may be convened as specified elsewhere in this Goods Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the delivery of the goods and associated services. Records of these meetings shall be submitted to the Supply Manager by the person convening the meeting within five days of the meeting.

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

Health and safety risk management

The Supplier shall comply with the health and safety requirements contained in this document.

The Supply Manager shall be entitled to fine the Supplier an amount of R 3,000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Supplier’s responsibilities in this regard to the Purchaser by any means.

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

It shall be the Supplier’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. In particular, 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 Supply Manager.
The Supplier's Workmen's Compensation fees must be up to date. A copy of the Supplier'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 Supplier, at his/her own expense shall provide such equipment, for his/her employees. The Supplier shall apply the necessary discipline and control to ensure compliance by his workers.

All Suppliers 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 Purchaser 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 remaining 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 Supplier shall maintain good housekeeping standards in the area where goods and services are being rendered to the Purchaser, for the duration of the contract.

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

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

Environmental constraints and management

The Supplier shall comply with the environmental criteria and constraints stated in this document.
Quality assurance requirements
All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Supplier will be expected to draft quality plans for the Supply Manager from time to time.

Invoicing and payment
Within two days of receiving a payment certificate from the Supply Manager in terms of core clause 51.1, the Supplier provides the Purchaser with a tax invoice showing the amount due for payment equal to that stated in the Supply Manager’s payment certificate.

The Supplier shall address the tax invoice to the following Address,

Airports Company South Africa SOC Ltd
Private Bag X1,
OR Tambo International Airport
Kempton Park
1627

and include on each invoice the following information:

Name and address of the Supplier and the Supply Manager;
The contract number and title;
Supplier’s VAT registration number;
The Purchaser’s VAT registration number 4930138393;
Description of work done by cross reference to Supply Manager’s certificate;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
Quote PO number as a reference

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

Invoices should be submitted via email to Invoices.Acsa@airports.co.za
Scope of Work

The Supplier shall design and install a fall protection system that meets or exceeds all the technical specifications of the system currently partially installed on the Northern International Pier (ANNEX A). In general, following technical requirements must be met:

- The fall protection system shall be certified to safely withstand the simultaneous use of 3 persons (450 kg)
- The fall protection system shall allow for completely unrestricted and undeterred access to all maintainable equipment installed on the roof of the International Bussing Terminal Building

Additionally, the Supplier shall ensure that the fall protection system complies with the following

- Proof of all applicable Quality Assurance certification for the manufacturing processes of the OEM (that are required by law) shall be provided
- The system shall comply with all applicable laws and standards for the installation, testing and certification of the Supplier-suggested type of fall protection, which includes but is not limited to the following (where these and other applicable standards differ, the more stringent requirement shall be applied):
  - EN795:2012
  - TS16415:2013
  - SANS 50795:1993

Specifically, the lifeline to be supplied, installed and certified for safe use shall comply to the following. Where the requirement below differs in specification from that of the system currently installed – as per the Annexure A – the latter or more stringent requirement shall apply.

1. Supply of a stainless-steel lifelines (certified for at least 300 kg for a 100m lifeline)
2. Supply of all anchors and attachments points for the 100m lifelines
3. Installation and certification of the lifeline, anchors and attachment points
4. Provision and presentation of training material including training of on-site Maintenance Personnel in the correct use of the system
5. The fall protection system shall allow for completely unrestricted and undeterred access to all maintainable equipment installed on the roof of the Northern International Pier Terminal Building

Storage

ACSA will NOT provide storage of the parts or goods at airport premises. It will be the Supplier’s responsibility to store and move the parts from the store to installation sites.

Disposal

The Supplier is required to remove all existing equipment that is deemed to be no longer necessary and safely dispose of same. A disposal certificate will be required by the Purchaser.

Subcontracting

Should any part of the goods and associated services be subcontracted, the Supplier will be responsible for all goods and associated services as if it was done so by the Supplier.

No casual labour (i.e. “off the street” labour) may be employed by the Supplier unless pre-arranged with ACSA. Whenever this is required, the Supplier shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.
Resources

Minimum requirements of people employed on the Site

A schedule of key personnel to this Contract will be provided to the Supply 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 Supply Manager. The Supply Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the Supplier's responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Supplier's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have access permit to access the site and Airside Vehicle Operators Permit to drive on the airside (AVOP)

The Supplier 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 tender price in this regard.

The Supplier 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 Supplier 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.

Completion

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date

On or before the Completion Date the Supplier shall have done everything required to supply the goods and associated services except for the items listed below which may be done after the Completion Date but in any case before the dates stated. The Supply Manager cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the Purchaser from using the works and Others from doing their work.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item of work</th>
<th>To be completed by</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Handover and Closure Report</td>
<td>Within 5 days after Completion</td>
</tr>
</tbody>
</table>
Technical Specification:

The technical specifications of life lines to be installed are to be the same or higher than the current fall protection system partially installed on the roof of the Northern International Pier.

Additionally, the system is to be compatible with the current mode of use of the currently partially installed fall protection system on the roof of the Northern International Pier.

A summary of the technical specifications of the currently installed fall protection system is as follows:
Assembly installation and operating instructions for

Söll Xenon anchor device
5.12.1. Interfix for Metal Roofs - Data sheet

Application
The pyramid post has been specially designed to be used on metal pitched roofs. Easy and quick to install the pyramid posts are directly riveted to the metal panels.

Material
Base plate & pyramid post: Stainless steel 304L
Finishing: pickled
Fixing: 16 Aluminum rivets - Dia 7.7 mm
Comes with two type of tapes for waterproofing

Use
Intermediate, corner and end anchorage, or as a single anchorage point tested and certified according EN 795 for two user
Maximum admissible load: 15 KN
Installation on metal pitched roof minimum 0.5 mm
Can be used as an anchorage following EN795 class C after verifying that the load generated by the system are within the limits of the above mentioned maximum admissible load.
Limitation of Use as an End-Anchor: Additional Rivet Kit, spans should not exceed 8 m, max 3 user.
Compatibility of Interfix for curves should be checked before.

Technical
Breaking strength: >30 KN
Temperature of use: -50°C to +90°C
Dimension: see below
Weight: 3.4 kg / 3.9 kg
Norme: EN-795, classe A1 & A2
Identification by serial number

Important note: It is essential to check the compatibility of the system with the roof. It is requested to verify that the pull-off value per square meter, the size and the construction of the roof can support the forces generated in case of a fall.
In many cases, roofs are not able to take high loads, then Xenon can only be installed as restrained system.

Specifications:

<table>
<thead>
<tr>
<th>Interfix type</th>
<th>A (mm)</th>
<th>B (mm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interfix 300-400</td>
<td>755</td>
<td>300-400</td>
</tr>
<tr>
<td>Interfix 400-500</td>
<td>868</td>
<td>400-500</td>
</tr>
</tbody>
</table>

www.xenon-hil.com

06/2006
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## Explanation of symbols

<table>
<thead>
<tr>
<th>Symbol</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt="Danger symbol" /></td>
<td><strong>Danger!</strong> Improper or careless handling could cause accidents leading to falls or even death.</td>
</tr>
<tr>
<td><img src="image" alt="Warning symbol" /></td>
<td><strong>Warning!</strong> Non-observance could result in serious injury.</td>
</tr>
<tr>
<td><img src="image" alt="Important symbol" /></td>
<td><strong>Important!</strong> Useful information and user tips are given here.</td>
</tr>
</tbody>
</table>

## Changes in this issue:

These instructions are protected by copyright! They may not be reproduced and distributed in any way by any means without prior written consent of the author according to Articles 16 and 17 of the German Copyright Act. Sperian Fall Protection Deutschland GmbH & Co. KG will prosecute any violations against this under Article 106 of the German Copyright Act.

www.fall-protection.com
1 Introduction

1.1 Product description

This manual relates to the Söll XENON anchor device. The complete list of the product reference is available at your distributor or your responsible customer service. (See 5.2 contact).

The Söll XENON anchor device is a horizontal lifeline system with a maximum incline of 15° which fulfills the requirements of EN 795:2012 type C. The purpose of this anchor device is to secure up to 7 persons against falls from height and simultaneously provides them with a great freedom of movement. The cable guide can be designed to be straight or curved to 90°. The distance between two Söll XENON intermediate brackets (2) can be between 2 m and depending on the cable type up to 20 m. The energy absorber (1) mounted at the end of the cable (3) allows absorption of cable forces via “energy dissipation”. Special shuttles (4) are used for connecting a user to the cable, which allows the user to pass the intermediate brackets and corners without disconnecting from the cable. (See fig. 1.1)

The selection and use of the Söll XENON anchor system must be made without resorting to an installer duly authorized by the manufacturer who will be able to help the user select the appropriate equipment, to analyze the requirements of a secure installation, and install them in a suitable configuration.

Fig. 1.1
Main components of a
Söll XENON system

1 energy absorber
2 intermediate bracket
3 cable
4 shuttle

1.2 General information and safety precautions

Before installation and using this system it is imperative you read and understand this instruction manual and any additional instructions provided during installation training or given with the system at the time of shipment.

Do not install this equipment or carry out any modifications on this system unless you are properly trained to do so!

KEEP THIS MANUAL FOR FUTURE USE - DO NOT THROW AWAY!

Ask your installer to provide you with a user training before first use of this equipment or to confirm this is not required: for certain configurations of the system trainings before use are mandatory.

Danger!

Failure to comply with these instructions may result in serious injury or death!

All system users must be provided with this instruction manual.

The operating company of the anchor device must ensure that this instruction manual

- is either kept in a safe and dry location near the system
- or is always kept in an easily accessible location that is known to all system users.
The operating company must present this instruction manual at the request of the manufacturer (SPERIAN FALL PROTECTION Deutschland GmbH & Co. KG or one of its authorised dealers). Prevailing accident prevention regulations and safety guidelines must be followed.

If other personal safety equipment is used as protection against falling or as restraining or rescuing devices and if such equipment is anchored to or fixed on the Söll-Xenon anchor device, corresponding operating instructions of the respective companies and the instructions for use/user information provided by the relevant manufacturer must be followed.

The Söll Xenon anchor device should only be used for the intended purpose, e.g. not as a transport anchor or for lifting of loads.

For the safety of all persons working on the system, it is essential that all workers are physically fit and not under the influence of medication, drugs or alcohol.

For user’s safety, resellers have an obligation to provide the manual in the user’s local language.

The system has been certified by EC-type test: DERKA EXAM GmbH, Dinnendahlstraße 9, D-44809 Bochum, CE 0168.

1.3 Limitations, capabilities and performance

a) Limitations and capabilities

⚠️ Failure to comply with these provisions will expose the user to risks of fall from height!

The Söll Xenon anchor device can be used to secure:
- max. 4 persons by using the 7x7, Ø8 mm stainless steel cable
- max. 7 persons by using the 1x19, Ø6 mm stainless steel cable
- max. 4 persons in overhead systems when using self retracting lifelines (SRL)

The distance between two intermediate brackets must not exceed 15 m for 7x7, Ø8 mm cable and 20 m for 1x19, Ø8 mm cable.

When self-retractable lifelines are used in a Söll XENON anchor system the maximum span length is limited to 15 m and the weight of each self-retractable lifeline must not exceed 12 kg.

The Söll XENON anchor device is not certified according EN 15587 and therefore not intended to be used in adventure/activity parks.

b) Performance

The maximum cable tension in case of a fall depends on several factors, i.e., span length, number of the energy absorbers, number of users and the fall factor respective the free fall height.

The cable tension determines the forces which are passed to the end anchors and curve parts.

For each Xenon system, the expected forces must be calculated and proven to be admissible. The Söll XENON anchor device has been designed so that:

- the maximum cable tension is between 8 and 18 kN in the most common system configurations
- the maximum force affecting the intermediate bracket has to be engineered with 6 kN for a single user system and for a multiple user system 6 kN for the first user and 0.5 kN for each additional user.
- the maximum cable deflection is 3.7 m in the most common system configurations (Lower deflections must be calculated to suit the particular case).
2 Inspection and assembly before use

2.1 Inspection before installation

Warning!

Before installation, the expected system forces must be calculated. A qualified engineer must check whether the components on which the Söll Xenon anchor device is to be fixed to can withstand these stresses resulting from a fall and certify this (certificate of stability).

Manufacturer's installation instructions and installation suggestions as per the EN 795 standard and Australian Standard AS/NZS 1891.4 must be followed at the time of installation. Installation details can be found in the "Installation Guide" provided separately.

In order to minimise the fall distance and limit the possibility of a free fall, please consider the location of the anchor device and the work being carried out.

Ensure that the necessary fall clearance for arresting the falling user is not higher than the ground clearance available on-site. Adjust the type and length of the coupling element accordingly. (For Australian & New Zealand please refer to AS/NZS 1891.4.)

Determine the distance required between the Söll Xenon anchor device and the ground or an obstacle by taking into account the deflection of the cable which depends on the location of the anchor device (overhead installation, on ground, ...) and the type and length of the coupling element (refer to the example). (see fig. 2.1).

---

Fig.2.1 - Cable deflection and necessary fall clearance

---

H: Height of the lifeline
f: Cable deflection
NFC: Necessary Fall Clearance
FD: Fall distance
1m: 1m safety distance
LL: Lanyard length
DLAbs: Lanyard energy absorber deployment
t: user height (Please consider user height until his head)
FFD: Free fall distance

All these data can be found either in the user manual of the equipment concerned or given by the installer.
Calculation of the Necessary Fall Clearance:

\[
\text{NFC} = \text{Cable deflection } f + \text{ Lanyard length } LL + \text{ Lanyard energy absorber deployment } D\text{LABs} + \text{ User height } t \text{ (usually 6 feet / 1.80 m)} - \text{ Line height } H + \text{ Safety distance } 1m
\]

2.2 Compatibility

All system components are designed to be used in a Söll XENON anchor device only. Performance of the product is not guaranteed if used with components other than those approved and recommended for the Söll XENON system.

The Söll-Xenon anchor device should be used only in combination with the following safety accessories:

- EN 355 compliant energy absorbers
- EN 354 compliant lanyards
- EN 362 compliant connectors
- EN 360 compliant self-retracting lifelines (SRL)
- EN 358 and EN 361 compliant full body harnesses and work positioning belts
- For Australia and New Zealand: absorbers, harnesses, SRLs, belts refer to AS/NZS 1891

For more details on these accessories please refer to the respective product instructions.
2.3 Prior use checks

Ensure that the Söll-Xenon anchor device is inspected before each use. The anchor device must be in perfect working condition and must be functioning properly before and during every use of the device. Ensure that the device and the components are not deformed or damaged.

The Söll-Xenon anchor device should not be used if the following defects are detected:

- The opening of the shuttle is greater than 4.0 mm (standard shuttle) or 5.0 mm (Overhead roller shuttle). Please refer to section "After use information and maintenance" (fig. 4.1; 4.2).
- The material thickness near the opening is less than 3.5 mm. (standard shuttle) (fig 4.1)
- The system has been subjected to stresses resulting from a fall (fig. 2.2; 2.3)
- Cable is under-tensioned (fig. 2.4)
- Cable is over-tensioned (fig. 2.4)

If defects are detected, the system should be removed from service until an expert (as defined in chapter "After use information and maintenance") confirms in writing that the system is fit for use.

Note:

The fall indicator is released after a fall or in case of excess force (see fig. 2.1, 2.2) and a red "STOP" mark is visible.

Fig. 2.2 - Energy absorber with a released fall indicator

Fig. 2.3 - Tensioner with a released fall indicator
Before every use, ensure there is adequate fall clearance below the user to prevent the user from hitting the ground or any other obstacles in the event of a fall.

Always check the pre-tension of the cable on the energy absorber (fig. 2.4) or tensioner (fig. 2.5) before using the Soll-Xenon anchor device.

When using the tensioner (fig. 2.5) the maximum limit of the cable (approximately 2 kN) is reached when the third ring of the pre-tension indicator becomes visible.

Minimum clearance distances must be maintained. (fig. 2.6)

---

1. The energy absorber and the tensioner have a tensioning path limiter that prevents excessive stretching of both thread ends and thus ensures that the functional capability is not hampered. Keep in mind that the energy absorber may get damaged if the permissible pre-tension is exceeded.

2. If you notice a considerable resistance when unscrewing the thread ends before installation (at 55-60 mm of the visible thread depending on the model), do not turn further!
3 Use

3.1 foreseeable misuse

Every user must use a separate shuttle! Only the shuttles approved by the manufacturer should be used.

**Danger!**

Be careful when using self-retractable lifelines which have not been tested in combination with the horizontal anchor device. A swinging cable in case of a fall can affect the blocking function of the self-retractable lifeline in certain circumstances. You must ensure that your installer properly tests the lifelines.

**Danger!**

Don't secure a person only with an carabiner on the cable! Always use the shuttle.

3.2 Use of the standard shuttle

![Fig. 3.1 - Components of the standard shuttle](image)

1. Anchor eye
2. Unlock key
3. Movable half-shell
4. Fixed half-shell

Fig. 3.1 shows the main components of the standard shuttle. To fix the shuttle, hook the carabiner of the coupling element into the anchoring eye (1) of the shuttle (fig. 3.2).

**Danger!**
The carabiner hook must be secured against unintentional disengagement.

You must strictly follow the instructions in the section below:

Open the half shells (3) of the shuttle by pressing the unlock key (2) and pushing the anchoring eye (1) upwards (fig. 3.4). Attach the shuttle to the cable (fig. 3.5) Release the unlock key (2). The half-shells (3) close automatically. The shuttle can then move freely on the cable (fig. 3.6).
Caution!
Half-shells of the shuttle must shut when the anchor eye is pulled!
(fig. 3.7)

To detach the shuttle after use press the unlock key (2) and push the anchoring eye upwards (fig. 3.4) and take the shuttle off.

Danger!
The shuttle or the carabiner of the lanyard may be detached only if the user is secured otherwise against falling from height!

3.3 Use of the overhead roller shuttle

Fig. 3.8 shows the main components of the roller shuttle. To fix the shuttle, hook the carabiner of the lanyard into the anchoring eye (1) of the overhead roller shuttle, similarly to the standard shuttle.

Press the unlock key(4) and open the locking plate(2) (fig. 3.9, 3.10). Put the roller shuttle on the cable (fig. 3.11). Close the locking plate(2) (fig. 3.12). The roller shuttle can now move freely on the cable.
Danger!

The green marking ring on the unlock key MUST be visible. Only then the shuttle is locked safely and is ready for operation. (fig. 3.13)

Note:

If the horizontal anchor system has intermediate brackets or curves, it must be ensured when fixing the shuttle that the shuttle gap points in the direction of the sheet metal web of the bracket. (fig. 3.14)

3.4 Emergency procedures

It is essential that the owner of this system has a rescue plan, wherein all possible emergencies, in particular the urgent need to evacuate an injured person, that may occur while working are taken into account.
• Check intermediate hangers and bends:
  - there must be no plastic deformation.
  - presence and intactness of the plastic guides (depending on type), check if the nuts or screws are tightly screwed on, if any deformation is visible on the bend and also check the cable tension on both sides of the bend!

• Condition of the standard and overhead shuttle: The shuttle and especially its movable components (rollers, locking pin, locking plate, half shells unlock key, etc.), must be clean and work smoothly.

For inspections and repairs, we recommend the use of the list at the end of this manual.

4.4 Cleaning, transportation and storage

Basic care of all Sperian Fall Protection equipment will prolong the life of the unit or system and will contribute to the performance of its vital safety function. Periodically clean system components to remove any dirt, paint, corrosives, contaminants, or other materials that may have accumulated.

Don't use aggressive chemicals such as alcohol, acids or lyes for cleaning! We recommend the use of soapsuds.

When the Soll Xenon shuttle is not in use, store in a clean, dry, ventilated area, free of exposure to fumes, corrosive elements and environmental effects.

Ensure that the device is transported in a clean, dry, ventilated area, free of exposure to fumes, corrosive elements and environmental effects.
4.3 Regular inspections

Check the abrasion limits of the standard shuttle (fig. 4.1) and the overhead roller shuttle (fig. 4.2). Check if the green ring of the overhead shuttle is visible when the locking plate is closed (fig. 4.3).

Further inspections should be carried out in accordance with the inspection list below:

- The identification plate must be visible.
- Cable tension! The green ring on the energy absorber must be visible, - if the red ring shows the tension is excessive. The yellow ring should only be visible in combination with overhead system components and retractable lifelines (SRL)
- Cable condition: Locate any squeezed points, loose strands, cut wires or corrosion. - Do no use the device in case the cable shows evidence of such a condition!
- Crimping state: The control ring must be in contact with the cable end connection. If any abnormal deviation is evident, it means that the cable connection has slipped and that the lifeline needs to be checked by the manufacturer or an approved installer. Do not use the device!
- General condition of the energy absorber: All bolts and pins must be present, the plastic housing must be intact, the label for pre-tension must be visible, absorber must not be fall-charged - STOP-label must not be visible.
- Condition of attachments: Nuts and screws must be present and tight.
- Conditions of posts or interface: Check any visible welds. Do not use the device in case the welding is not in a good condition or if corrosion has damaged the solidity of the device!
4 After use information and maintenance

4.1 Repair

Only the manufacturer or a person appointed by the manufacturer is allowed to carry out repairs.

Components with mechanical damages (e.g. resulting from a fall) must be replaced!

Only use original spare parts or the ones approved by the manufacturer while carrying out repairs.

For further information on the availability and suitability of spare parts, please refer to our Söll XENON Information Guide or contact your installer or alternatively, contact the customer service person responsible for your area. (see section „5.2 Contact“).

4.2 Inspection

Ask an expert to inspect the Söll Xenon anchor device regularly as per requirement, however at least once every 12 months. Critical environmental conditions (dirt, dust, chemical impacts, temperature, UV radiation) can require more frequent maintenance intervals. Ask your installer for advice.

Always ensure manufacturer’s instructions and statutory regulations are taken into account when inspecting the Söll XENON anchor device.

Note:

If the device has not been used for a period longer than 1 year, ask an expert to inspect device before reusing it!

Danger!

A defective anchor device or the one subjected to stresses resulting from a fall should no longer be used and removed from service. It may only be used again if an expert approves such use in writing.

Note:

An expert is:

„a person who has adequate knowledge in the area of personal safety equipment for protection against falls from heights owing to his technical education (e.g. participation in and successful completion of a training program provided by Miller) and experience and who is knowledgeable about the applicable safety regulations, accident prevention regulations, guidelines and generally acceptable technical standards (e.g. DIN-Standards, VDE-specifications, technical regulations of other member states of the European Union or other contracting countries of the agreement across the European economic zone) to such an extent that he can assess the safe working condition and proper use of personal safety equipment for protection against falling.“

Warning:

An expert is not authorized to carry out repairs.

Before and during each use of the anchor device, ensure attention is paid to the correct functioning of all components.
5 Miscellaneous

5.1 Identification

Affix the identification plate (fig. 5.1) at the access points containing the following information. The presence of the identification plate is mandatory and it must never be removed!

- Manufacturer, vendor or importer
- Type designation: Söll XENON
- Max. number of users
- Max. length of PPE
- Next inspection date
- Installation number (Labeled internally by the installer if necessary)
- Number of absorbers
- Length of the system
- Mark and identification number of the certified body appointed for testing the personal protection equipment: CE158, DEKRA EXAM GmbH
- Pictograph that indicates to a user that the instructions for use should be read
- **Note:** Only use with EN 355 or EN 360 compliant personal protection equipment
- Installer contact details
- Number and year of the European standard: EN 795:2012

![Identification Plate](image-url)
The marking on the shuttles should contain the following information (fig. 5.2: standard shuttle, fig. 5.3: overhead roller shuttle):

- Type designation: Söll XENON
- Year of manufacture
- Serial number (SN)
- Number and year of the European standard
- Mark and identification of the certified body appointed for testing the personal protection equipment: CE158
- Pictograph indication that the user should read the instructions for use: 📖

5.2 Contact

For Southern Europe: System Customer Service (Vierzon, France)
- Phone: +33 248 53 00 80
- mail: ligne@antec.fr

For Northern Europe: System Customer Service (Hof, Germany)
- Phone: +49 5281 8302 0
- mail: scs-hof@honeywell.com
ANNEX B: Roof Layout:

The length to be installed is 290 metres on the upper roof of the Northern International Pier, as shown below:
C3.1 Supplier’s Goods Information

The Supplier is to provide in this section confirmation of the technical specification of the fall protection life line system to be installed.