

Tender Reference: ORT5935/2019/RFP

ORTAFS TANK FARM 1 REFURBISHMENT

**FOR THE PROVISION OF PROFESSIONAL
(MECHANICAL, ELECTRICAL & INSTRUMENTATION
AND CIVIL & STRUCTURAL) ENGINEERING
SERVICES ON A TANK FARM 1 REFURBISHMENT
PROJECT AT O.R. TAMBO INTERNATIONAL
AIRPORT**

April 2019

TENDERER'S DETAILS

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

T1.1: TENDER NOTICE AND INVITATION TO TENDER

Airports Company South Africa invites suitably qualified service provider to bid FOR THE PROVISION OF PROFESSIONAL LEAD (MECHANICAL, ELECTRICAL & INSTRUMENTATION AND CIVIL & STRUCTURAL) ENGINEERING SERVICES ON A TANK FARM 1 REFURBISHMENT PROJECT AT O.R. TAMBO INTERNATIONAL AIRPORT

Tender Number: : ORT5935/2019/RFP

Issue Date : 25 April 2019

Closing Date : 24 May 2019 @ 12h00pm

Non Compulsory Briefing Session Date / Time : 06 May 2019 @ 10h00am

Site Inspection : n/a

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SECTION 1: INSTRUCTIONS TO BIDDERS

1.1. Access to RFP documents

Tenders are available on www.etenders.gov.za and ACSA website – www.airports.co.za/business/tender-bulletin/current-and-future-tenders Kindly print and complete.

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. (Ref 1.2.2). 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 **Friday, 24 May 2019 at 12:00pm** using the following method(s):

1.2.1. Hand delivery:

The bid document must be delivered to the tender box located at the address below and must be addressed as follows:

CONTRACT NO: ORT5935/2019/RFP
**PROVISION OF PROFESSIONAL (MECHANICAL,
ELECTRICAL & INSTRUMENTATION AND CIVIL &
STRUCTURAL) ENGINEERING SERVICES ON A TANK
FARM 1 REFURBISHMENT PROJECT AT O.R. TAMBO
INTERNATIONAL AIRPORT**
[NAME OF TENDERER]
Tender Box C
Third Floor, North Wing Offices
O.R. Tambo International Airport

1.2.2. Email submissions:

Email submissions **will not** be accepted.

1.2.3. 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. Alternative Bids

No alternative bids will be considered.

1.4. Late Bids

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

1.5. Clarification and Communication

Bidders may only communicate on this RFP with the ACSA employee using the details listed below:

| | |
|--------------|--|
| Name: | Nokuthula Bhengu |
| Designation: | Specialist: Category Management: Corporate |
| Tel: | 011 723 1460 |
| Email: | Nokuthula.Bhengu@airports.co.za |

1.5.1. Request for clarity or information on the tender may only be requested until **16:00pm on Thursday of 16 May 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.

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

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

1.5.4. 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.

1.6. Non- Compulsory Briefing

A **non- compulsory** briefing session will be held on **Monday 06 May 2019 at 10:00 am**. The session will be held at the following location:

JOC Parade Room

3rd Floor

North Wing Offices (by the aircraft viewing deck)

ACSA Offices

O.R. Tambo International Airport

1.7. 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 bidder/joint venture/consortium participating in this bid. Tenders will be opened immediately after the closing time for tenders at ACSA, Cape Town International Airport, Southern Office Block, ACSA offices, Reception.

1.8. Disclaimers

It must be noted that ACSA reserves its right to:

- 1.8.1. Award the whole or a part of this tender;
- 1.8.2. Split the award of this tender;
- 1.8.3. Negotiate with all or some of the shortlisted bidders;
- 1.8.4. Award the tender to a bidder other than the highest scoring bidder where objective criteria allow;
- 1.8.5. To reject the lowest acceptable tender received; and/or
- 1.8.6. Cancel this tender.

1.9. Validity Period

- 1.9.1. ACSA requires a validity period of **12 weeks (84 calendar days) from closing date** for this tender.
- 1.9.2. During the validity, period the prices which have been quoted by the bidder must remain firm and valid.

1.10. Confidentiality of Information

- 1.10.1. 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,
- 1.10.2. ACSA will not disclose the names of bidders until the tender process has been finalised.
- 1.10.3. 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.**

1.11. 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: PRE-QUALIFICATION CRITERIA

- 2.1 In terms of the PPPFA Regulation 4, an organ of state can apply pre-qualifying criteria to advance certain Designated Groups. The prequalification is in align with the PPPFA Regulation as well as Transformation Approach that has been adopted by ACSA.
- 2.2 Accordingly, only the bidders with a B-BBEE status level **2 or lower (1)** or EME enterprises including a sole proprietor with annual total revenue of R10M or less will be considered. Please note in the event of a joint venture (JV) a valid consolidated BBBEE verification in the name of the JV shall be submitted.
- 2.3 A tenderer that fails to meet the above-mentioned pre-qualifying criteria at closing date, will be disqualified.

SECTION 3: BACKGROUND, PURPOSE AND SCOPE OF WORK

3.1 Background

Refer to Section C3 for Full Scope of Works and Specifications

3.2 Purpose of this Tender

Refer to Section C3 for Full Scope of Works and Specifications.

3.3 Scope of Work

Refer to Section C3 for Full Scope of Works and Specifications

3.4 Minimum Requirements

Only bidders meeting the following criteria will be considered for this tender:

- a) Tenderer must sign and confirm Form of Offer (C1.1);
- b) All entities must be registered within the Republic of South Africa and on the National Treasury CSD (Proof to be submitted);
- c) The Tenderer must indicate their commitment to the ACSA transformation strategy.

SECTION 4: PREFERENCE POINTS AND PRICE

5.1 Preference Points Claims

5.1.1 In terms of the PPPFA and its regulations only a maximum of 20 points may be awarded for preference. The preferential point systems are as follows:

5.1.1.1 The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

5.1.1.2 The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

5.1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable. Preference points for this bid shall be awarded for:

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

| | Points |
|--|---------------|
| 5.2.1 Price | 80 |
| B-BBEE Status Level of Contribution | 20 |
| Total Points for Price and B-BBEE must not Exceed | 100 |

5.2.2 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit in the case of Qualifying Small Enterprises and an Emerging Micro Enterprises together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

5.2.3 ACSA 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 ACSA.

5.3 Definitions

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

- 5.3.2 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.3.3 **“Black Designated Groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.3.4 **“Black People”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 5.3.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act 53 of 2003);
- 5.3.6 **“Designated Group”** means:
- 5.3.6.1 Black Designated Groups;
 - 5.3.6.2 Black People;
 - 5.3.6.3 Women;
 - 5.3.6.4 People with disabilities; or
 - 5.3.6.5 Small enterprises, as defined in section 1 of the national Small Enterprise Act 102 of 1996;
- 5.3.7 **“Consortium or Joint Venture”** 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;
- 5.3.8 **“EME”** means an exempted micro enterprise in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;;
- 5.3.9 **“Functionality”** means the ability of tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 5.3.10 **“Military Veteran”** has the meaning assigned to it in section 1 of the Military Veterans Act 18 of 2011;
- 5.3.11 **“People with disabilities”** has the meaning assigned to it in section 1 of the Employment Equity Act, 55 of 1998;
- 5.3.12 **“Person”** includes a juristic person;

- 5.3.13 “**PPPFA**” means the Preferential Procurement Policy Framework Act 5 of 2000 and its Regulations published on 20 January 2017;
- 5.3.14 “**Price**” means all applicable axes less all unconditional discounts;
- 5.3.15 “**QSE**” means a qualifying small business enterprises in terms of the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
- 5.3.16 “**Rand Value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 5.3.17 “**Rural Area**” means:
- 5.3.17.1 a sparsely populated area in which people farm or depend on natural resources including villages and small towns that are dispersed through the area; or
- 5.3.17.2 an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;
- 5.3.18 “**Total Revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 5.3.19 “**Township**” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 5.3.20 “**Trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;
- 5.3.21 “**Trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person; and
- 5.3.22 “**Youth**” has the meaning assigned to it in section 1 of the National Youth Development Agency Act 54 of 2008

All terms not defined herein have the meanings assigned to them in the PPPFA.

5.4 Adjudication Using A Point System

- 5.4.1 The bidder obtaining the highest number of total points will be awarded the contract, unless objective criteria exist justifying an award to another bidder or ACSA exercises one or more of its disclaimers.
- 5.4.2 Preference points will be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts
- 5.4.3 Points scored will be rounded off to the nearest 2 decimal places.

5.5 Award of Business where Bidders have Scored Equal Points Overall

- 5.5.1 In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- 5.5.2 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- 5.5.3 Should two or more bids be equal in all respects, the award will be decided by the drawing of lots.

5.6 Points Awarded for Price

The 80/20 or 90/10 Preference Point Systems

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

80/20 or 90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

5.6.1 Points Awarded for B-BBEE Status Level of Contribution

- 5.6.1.1 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

| B-BBEE Status Level of Contributor | Number of Points (90/10 system) | Number of Points (80/20 system) |
|---|--|--|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.6.1.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit an affidavit stating its annual turnover, certificate issued by a Verification Agency accredited by SANAS.
- 5.6.1.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS. QSEs have an additional option of submitting a sworn affidavit as its B-BBEE certificate in terms of the amendments to the B-BBEE Codes of Good Practice in 2013.
- 5.6.1.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6.1.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6.1.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

- 5.6.1.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-consultant is an EME that has the capability and ability to execute the sub-contract.
- 5.6.1.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

5.7 Bid Declaration

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

(B-BBEE Status Level of Contribution Claimed in Terms of Paragraphs 5.2.1)

B-BBEE Status Level of Contribution: _____ = _____ (maximum of 20 points)

(Points claimed in respect of paragraph 5.7.1 must be in accordance with the table reflected in paragraph 5.6.1.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS).

5.8 Sub-Consulting

- 5.8.1 Will any portion of the contract be sub-consulted? YES / NO (**Delete whichever is not applicable*) (Bidders must note the transformation framework and Specifications forms of 30% sub-consulting on Appendix L)
- 5.8.2 If yes, indicate:
- 5.8.2.1 The sub-contracted percentage is: _____%
- 5.8.2.2 The type of ownership is as follows in terms of percentage out of 100:
- 5.8.2.2.1 black ownerships is: _____
- 5.8.2.2.2 black youth ownership is: _____
- 5.8.2.2.3 black women ownership is: _____
- 5.8.2.2.4 black people with disabilities ownerships is: _____;
- 5.8.2.2.5 black people in rural areas, underdeveloped areas or townships ownerships is: _____
- 5.8.2.2.6 black ownership of the co-operative is: _____
- 5.8.2.2.7 black people who are military veteran ownership is: _____
- 5.8.2.2.8 Combined ownership of any of the above is: _____.
- 5.8.3 The tendering condition must specify that the tenderer may only subcontract to a QSE listed above if the QSE has a B-BBEE status level that is equal to or more than that of the tenderer/bidder.
- 5.8.3.1 The name of the sub-consultant is: _____
- 5.8.3.2 The B-BBEE status level of the sub-consultant is: _____
- 5.8.3.3 The sub-consultant is an EME: YES / NO (**Delete whichever is not applicable*)
- 5.8.4 A bidder may not sub-contract any portion of the tender after award without the written approval a delegated ACSA representative.

5.9 Declaration with Regard to the Bidder

- 5.9.1 **Name of bidding entity** _____
- 5.9.2 **VAT Registration** _____
- 5.9.4 **Company registration** _____
- 5.9.5 **Type of company / firm:** _____

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

[TICK APPLICABLE BOX]

5.10 Describe principal business activities

5.11 Company Classification

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transportation, *etcetera*.

[TICK APPLICABLE BOX]

5.12 Total numbers of years the company / firm has been in business:

5.13 I/we, the undersigned, who is/are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution indicated in this bid of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

5.13.1 The information furnished is true and correct;

- 5.13.2 The preference points claimed are in accordance with the General Conditions as indicated in this Section;
- 5.13.3 In the event of a contract being awarded as a result of points claimed, the consultant may be required to furnish documentary proof to the satisfaction of ACSA that the claims are correct;
- 5.13.4 If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, ACSA may, in addition to any other remedy it may have:
 - 5.13.4.1 Disqualify the person from the bidding process;
 - 5.13.4.2 Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 5.13.4.3 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;
 - 5.13.4.4 Restrict the bidder or consultant, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from ACSA for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - 5.13.4.5 Forward the matter for criminal prosecution.

Witnesses:

1. _____

Signature(s) of bidder(s)

2. _____

Date : _____

Address: _____

SECTION 5: EVALUATION CRITERIA

5.1 Evaluation Criteria

5.1.1 ACSA will use a pre-determined evaluation criterion when considering received bids. The evaluation criteria will consider the commitment made for pre-qualifying criteria/ local production and content/ Supplier Development, objective criteria and compulsory sub-contracting/ functionality/ 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.

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

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

| Stage 1 | Stage 2 | Stage 3 | Stage 4 | Stage 5 |
|---|--|--|--|--------------------------|
| Check if bidders meet the pre-qualifying criteria | Check if bidders meet the Mandatory Requirements | Evaluate on functionality or the technical aspect of the bid | Evaluate price and Preference (B-BBEE) | Post tender negotiations |

5.3 Pre-qualification

Bidders must submit the requisite documentation to prove that they meet the pre-qualifying criteria.

5.4 Mandatory Requirements

A list of mandatory returnable documents must be consulted to understand which documents are required at the closing date and time. Further, to the mandatory returnable documents/information ACSA will only consider bidders which have:

- 5.4.1 Tenderer must sign and confirm Form of Offer (C1.1);
- 5.4.2 All entities must be registered within the Republic of South Africa and on the National Treasury CSD (Proof to be submitted);
- 5.4.3 The Tenderer must indicate their commitment to the ACSA transformation strategy.

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

No award will be made to an entity which is not registered on the CSD (Central Supplier Database) with National Treasury. Bidders must supply their unique number.

5.5 Functionality

5.5.1 Evaluation

This will be conducted by the Bid Evaluation Committee which comprises of various skilled and experienced members from diverse professional disciplines. The evaluation process will be based on prequalification/threshold criteria. Points allocated for Functionality shall be evaluated in accordance with the criteria as listed below.

5.5.2 Threshold

The functional evaluation will be based on a threshold, where bidders **which fail to achieve a minimum on each functional stage will not be considered further in the evaluation.** The criteria of the evaluation is expressed in the table below.

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

An overall score of 60 points or higher but which fails one of the minimum sub criteria will not be eligible for further evaluation.

FUNCTIONALITY TABLE

| # | Functionality Element | Min | Max |
|----|---|-----|-----|
| 1 | <p>Mechanical, Electrical & Instrumentation and Civil & Structural Engineering Services experience within a Multi-disciplinary Engineering Environment over the last ten (10) years. Returnable document Appendix E and F</p> <p>Proof that Tenderer has Multi-disciplinary engineering services work experience in Engineering environment (maximum 5 references) [5 points per reference]</p> <p>Multi-disciplinary engineering services within Engineering environment works value (Minimum points = 9, Maximum Points =15)</p> <p>Proof that Tenderer has done Multi-disciplinary engineering services work for the value above R30 million (inclusive of VAT) in Engineering Environment (Maximum 5 references) [3 points per reference]</p> | 15 | 25 |
| 2. | <p>KEY PERSONNEL EXPERIENCE</p> <p>2.1 Lead (Mechanical and Electrical and Civil Engineer) Qualifications Returnable document Appendix G, J and K</p> <p>Lead (Mechanical and Electrical and Civil) has Masters' Degree / MSc in Engineering and professional registration with ECSA. (15 points)</p> <p>Lead (Mechanical and Electrical and Civil) has Bachelors' Degree / BSc in Engineering and professional registration with ECSA. (9 points)</p> <p>Lead (Mechanical and Electrical and Civil) has Bachelors' Degree / BSc in Engineering environment. (3 points)</p> <p>2.2 Lead (Mechanical and Electrical and Civil) Engineer experience Returnable document Appendix G</p> <p>Lead (Mechanical and Electrical and Civil) has more than 10 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects. (15 points)</p> <p>Lead (Mechanical and Electrical and Civil) has 8 to 10 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects. (9 points)</p> <p>Lead (Mechanical and Electrical and Civil) has less than 8 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects. (3 points)</p> | 9 | 15 |
| | <p>2.2 Lead (Mechanical and Electrical and Civil) Engineer experience Returnable document Appendix G</p> <p>Lead (Mechanical and Electrical and Civil) has more than 10 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects. (15 points)</p> <p>Lead (Mechanical and Electrical and Civil) has 8 to 10 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects. (9 points)</p> <p>Lead (Mechanical and Electrical and Civil) has less than 8 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects. (3 points)</p> | 9 | 15 |

| | | | |
|----------------|--|-----------|------------|
| 3. | Approach Paper and Method Statement. The Tenderer shall attach a Method Statement that adequately details as a minimum the following items: <ul style="list-style-type: none"> • Scope of work and cost control • Project programme • HSE and Environmental Considerations • Risks to the project • Procurement and long lead items Returnable document Appendix H | 9 | 15 |
| 4. | Work Plan and Program. The work plan must respond to the project approach and outline the proposed sequence of activities. The work plan shows the proposed activities and project milestones complete with dependencies, constraints, resources, risk allowances and time frames. Returnable document Appendix I | 9 | 15 |
| Total = | | 60 | 100 |

5.6 Price and B-BBEE

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of **80/20**. Price will amount to **80** points, whilst preference will be **20** points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the tender, *etcetera*. The pricing schedule to be completed is as follows:

Bidders must only price in accordance with the Part C2, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification. Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

SECTION 6: RETURNABLE DOCUMENTS

6.1 Mandatory Returnable documents

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 Returnable Documents and information

| MANDATORY RETURNABLE DOCUMENTS AND INFORMATION | SUBMITTED [Yes or No] |
|---|----------------------------------|
| Priced offer NEC3 PSC Part C2 | |
| Declaration of Interest Form Section 7 | |
| Briefing session Forms Section 8 | |
| Declaration of Forbidden Practices Section 9 | |
| Bidders must accept the ACSA Terms and Conditions Section 10 | |
| Terms and Conditions of RFP Section 11 | |
| Certificate of Authority to sign Tender Appendix A | |
| Certificate of Authority of Joint Ventures (where applicable) Appendix B | |
| Record of Addenda to Tender Documents Appendix C | |
| Proposed Amendments and Qualifications Appendix D | |
| Schedule of the Tenderer's Experience Appendix E | |
| Reference letter from the Client Appendix F | |
| CV and Experience of Lead (Mechanical/Electrical/Civil Engineer) Appendix G | |
| Approach Paper or Method Statement Appendix H | |
| Work Plan and Program Appendix I | |
| Certified Proof of Qualifications Appendix J | |
| Proof of Professional Registration Appendix K | |

| | |
|--|--|
| Transformation Framework and Specification forms Appendix L | |
| Eligibility for Preference Points (B-BBEE Recognition Level) Appendix M | |
| Proposed Subconsultant Appendix N | |
| Letter of Good Standing with the Workers Compensation Commissioner Appendix O | |
| Bidders must provide proof of registration with National Treasury's Central Supplier Database (CSD) Appendix R | |
| SBD 8 Declaration of Bidders Past Supply Chain Management Practices Appendix S | |
| SBD 9 Certificate of Independent Bid Determination Appendix T | |

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

| OTHER RETURNABLE DOCUMENTS AND INFORMATION | SUBMITTED [Yes or No] |
|---|----------------------------------|
| B-BBEE Certificate (certified copy or original) from accredited provider Appendix Q | |
| Tax Clearance Certificate (ACSA may not award a tender to a bidder whose tax affairs have not been declared to be in orders by SARS) Appendix P | |
| Names and identity numbers of Directors Appendix P | |
| Certificate of Incorporation Appendix P | |

6.4 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

| Full Name | Identity Number | Personal Income Tax Reference Number |
|-----------|-----------------|--------------------------------------|
| | | |
| | | |

| | | |
|--|--|--|
| | | |
| | | |
| | | |

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: BRIEFING SESSION FORM

This is to certify that:

Bidder Name _____

Attached a briefing / site inspection meeting which was held on _____ of
_____ 2019.

Bidder was represented by:

Name: _____

Designation: _____

This certification is made on behalf of ACSA by:

Name: _____

Designation: _____

Signature: _____

Date: _____

SECTION 9: DECLARATION OF FORBIDDEN PRACTICES

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

I/We declare the following:

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

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

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

This declaration was signed on _____ of _____ 201_____

Name: _____

Designation: _____

Signature: _____

SECTION 10: TERMS AND CONDITIONS OF RFP

9.1 Conditions of the request for proposal

- 9.1.1 This RFP is open only to bidders who are registered and duly authorised to provide the Services in South Africa.
- 9.1.2 Any bids received after the tender closing date and time **Friday 24 May at 12:00pm** shall not be considered by ACSA and therefore be disqualified. These bids shall be retained unopened and destroyed after the award of the contract to the successful bidder unless a written request for the return thereof is received from the relevant bidder within thirty (30) days of the award.
- 9.1.3 Except where specifically provided for in this RFP, a bidder may make no changes to its bid after the closing time and date.
- 9.1.4 ACSA reserves the right to award the contract on the basis of bid submitted by a bidder subject to ACSA' s terms and conditions and by submission of its bid the bidder agrees to be legally bound thereby if its bid is accepted by ACSA.
- 9.1.5 ACSA or its duly appointed representatives shall be the sole adjudicators of the acceptability and or feasibility of the bids. The decision shall be final and except as required by law or otherwise, no reason for the acceptance or rejection of any bid will be furnished.
- 9.1.6 If the bid has been awarded on the strength of information furnished by a Bidder, which information is proved to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:
- a) Recover from the relevant bidder all costs, losses or damages incurred by it as a result of the award; and/or
 - b) Cancel the award of the bid and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.
- 9.1.7 The Bidder shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of cancellation. ACSA shall furthermore have the right to recover such losses, damages or additional costs by way of set off against monies due or which may become due to the Bidder in terms of the said contract.

- 9.1.8 If ACSA and the successful Bidder fail to enter into or execute a formal written contract within thirty (30) days of the award (or such later date as may be determined by ACSA as a result of the bidder's failure to comply with any representation made in the bidder's bid, then the award shall be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages. For the avoidance of doubt, in the event the bid of a successful bidder is accepted by ACSA, no agreement shall come into being until the formal contract has been negotiated and executed between ACSA and the successful bidder.
- 9.1.9 ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All bids are submitted at the entire risk of the bidder.
- 9.1.10 All representations, agreements or arrangements arising from bids submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA.
- 9.1.11 ACSA reserves the right to postpone the closing date for submission of bids or to withdraw the RFP at any time.
- 9.1.12 Appendix 1 must be executed in the name of the business actually proposing to perform the Services if awarded the contract. Appendix 1 must be signed by an authorised representative of the bidder.
- 9.1.13 In the case of a joint venture or partnership between The Service Provider, evidence of such a joint venture must be included in the bid in the form of a Joint Venture Agreement or Memorandum of Understanding. Each member of the joint venture may complete and sign Appendix 1. Alternatively, all the members of the joint venture may in writing nominate one member of the joint venture to complete and sign Appendix 1 on behalf of the joint venture. This written authority must be signed by duly authorised members of the joint venture and be submitted with the proposal.

9.2 Binding Arbitration Provision

- 9.2.1 It is a condition of participation in this RFP process between the bidder and ACSA that should any dispute or difference arise between the parties, this shall be resolved by a single Arbitrator -
- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under;
 - Concerning any aspect of the RFP process to anything done or decided there under:
or
 - Concerning the validity of the award of the RFP to any bidder or the failure to award same to any Bidder, then such dispute or difference shall be finally resolved by arbitration.
- 9.2.2 Such arbitration shall be by a single arbitrator who shall be –
- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA); and
 - The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- 9.2.3 Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 9.2.4 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- 9.2.5 Save as set out in this clause, the arbitration shall be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa.
- 9.2.6 The arbitration shall be held in Johannesburg in the English language.
- 9.2.7 However, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any court having jurisdiction pending the institution of a review or other appropriate proceedings for legal redress.
- 9.2.8 Such arbitration shall be commenced and concluded within 30 days of the dispute having noted.

9.3 RFP Acceptance

- 9.3.1 ACSA reserves the right to reject: -
- a. Incomplete bids;
 - b. Late bids;
 - c. Conditional bids; and
- 9.3.2 ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any bidder.
- 9.3.3 This RFP implies neither obligation to accept the lowest or any bid nor any responsibility for expenses or loss, which may be incurred by any bidder in preparation of his bid.
- 9.3.4 Bidders may include with their bids any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and supporting documents and information completed therein by the bidder will be considered as the valid and binding bid.
- 9.3.5 ACSA reserves the right to award portions of the contract to different Bidders and is not obligated to accept the whole or only one bid for purposes of the award of the contract or contracts.
- 9.3.6 ACSA reserves the right to not award more than one contract to a Bidder.
- 9.3.7 Notwithstanding any other provision to the contrary in this document, no ACSA employee or any person related to or associated (including spouse, child, cousin, friend) with an ACSA employee may (individually or through a corporate vehicle which includes a company, close corporate, trust, partnership etc.) submit a bid for consideration by the Evaluation Committee unless interest is declared and approved as per Delegated Level of Authority.

SECTION 11: ACSA TERMS AND CONDITIONS OF RFP AND BIDDERS PARTICULARS

TO: Airports Company South Africa Limited.

Bid No: ORT5935/2019/RFP

1. Bidder’s Name and Contract Details

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

2. Proposal Certification

We hereby submit a Proposal in respect of the Provision of Professional Programme/Project Management Services on a Tank Farm 1 Refurbishment Project at O.R. Tambo International Airport in accordance with Airports Company South Africa’s requirements.

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

- We have read, understand and agree to be bound by the content of all the documentation provided by Airports Company South Africa in this Request for Proposal.
- We accept that Airports Company South Africa's Tender Board's decision is final and binding.
- We certify that all forms of Proposal as required in the Proposal document are included in our submission.
- We certify that all information provided in our Proposal is true, accurate, complete and correct.
- This Proposal is specific to this project only; it has no impact, influence or effect on any other project for which a Proposal may be submitted.
- The undersigned is/are authorized to submit and sign the Proposal that shall be binding on closure of the Proposal submission.
- The Proposal is binding on this Tenderer for a period which lapses after eighty-four (84) calendar days calculated from the closing date for Proposal submission.

| | | | | | | |
|-------------------------|--|-------------|--|--------|--|------|
| Thus done and signed at | | on this the | | day of | | 2019 |
|-------------------------|--|-------------|--|--------|--|------|

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

For and behalf of:

| | |
|------------------------|--|
| Tendering entity name: | |
| Capacity: | |

LIST OF RETURNABLE DOCUMENTS

PART T2

Appendix A Certificate of Authority to Sign Tender

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

Appendix B. Certificate of Authority of Joint Ventures (where applicable)

This Returnable Schedule is to be completed by joint ventures.

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

Please attach JV agreement stipulation % share of each JV

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|---|
| Lead partner | | Signature: Name: |
| | | Signature: Name: |
| | | Signature: Name: |

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

Appendix C. Record of Addenda to Tender Documents

| | | |
|--|-------------|-------------------------|
| We confirm that the following communications received from the Employer before the submission of this response for Tenders, amending the Tenders documents, have been taken into account in this response: | | |
| | Date | Title or Details |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tender

Appendix D. Proposed Amendments and Qualifications

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

| Page | Clause or item | Proposal |
|------|----------------|----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tender

Appendix E: Schedule of the Tenderer’s Experience

The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the Lead Mechanical, Electrical & Instrumentation and Civil & Structural Engineer’s experience within a Multi-disciplinary Engineering Environment in similar projects or similar areas and conditions in relation to the scope of work over the last **ten (10) years** will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach this to the schedule.

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

| Employer, contact person and telephone number | Description of work (service) in the last ten (10) years | Value of work inclusive of VAT (Rand) | Period (From – To) | Date completed |
|---|--|---------------------------------------|--------------------|----------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Tenderer must complete the above template failure to complete may result in disqualification.

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

Note: When completing the above schedule, Tenderer’s must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

Signed _____ Date _____

Name _____ Position _____

Tender _____

Appendix F: Reference letter from the Clients

Attach here

Signed _____ Date

Name _____ Position

Tender

Appendix G: CV and Experience of Lead (Mechanical/Electrical/Civil Engineer)

The experience of a Lead (Mechanical, Electrical & Instrumentation and Civil & Structural) Engineer in relation to the scope of work will be evaluated from three different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader.
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the scope of work.
- 3) The key staff members' / experts' knowledge of issues which the tenderer considers;

The CV of the Lead (Mechanical, Electrical & Instrumentation and Civil & Structural) Engineer should be attached to this schedule:

Each CV should be structured under the following headings:

- a) Personal particulars
 - name
 - date and place of birth
 - place (s) of tertiary education and dates associated therewith
 - professional awards
- b) Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Work experience

Name of previous and current employer(s) and positions held in enterprise(s)
Outline of recent projects / experience that has a bearing on the scope of work

The scoring of the experience of Lead (Mechanical, Electrical & Instrumentation and Civil & Structural) Engineer will be as follows:

| | Poor (score 3) | Good (score 9) | Very Good Score 15) |
|-------------------------------|--|---|--|
| General qualifications | Lead Mechanical / Electrical / Civil has Bachelors' Degree / BSc in Engineering. | Lead Mechanical / Electrical / Civil has Bachelors' Degree / BSc in Engineering and professional registration with ECSA | Lead Mechanical / Electrical / Civil has Masters' Degree / MSc in Engineering and professional registration with ECSA. |

| | Poor (Score 3) | Good (score 9) | Very Good (score 15) |
|------------------------------------|--|--|---|
| Adequacy for the assignment | Lead Mechanical / Electrical / Civil has less than 8 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects | Lead Mechanical / Electrical / Civil has 8 to 10 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects | Lead Mechanical / Electrical / Civil has more than 10 years post-registration experience in the design, procurement and implementation of complex mechanical / electrical / civil engineering infrastructure projects |

Note: Tenderer's must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

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

Signed _____ Date _____
 Name _____ Position _____
 Tenderer _____

Appendix H: Approach Paper or Method Statement

1. The method statement must refer to the scope of work (Part C3) and indicate that detailed consideration has been given to how this scope will be achieved.
2. As a minimum, the method statement must address the following items and the proposed approach for each item.
 - Scope of work and cost control
 - Project programme
 - HSE and Environmental Considerations
 - Risks to the project
 - Procurement and long lead items
3. The method statement shall be no shorter than 2 A4 pages and no longer than 4 A4 pages and should reflect the tenderer’s understanding of the objectives of the project (i.e. risks working in a live depot, procurement considerations for long lead items, the constructability of the works including the crange, hydrotesting, lining and painting of the tank and the health and safety considerations of the works) as well as the technical approach of the tenderer to identify and mitigate these potential risks.
4. The method statement must make reference to the project programme and highlight potential delays in the programme due to the risks involved.

Scoring of the Method Statement:

| | |
|-------------------------|---|
| Method Statement | 15 Points (Minimum Score 9 Points) |
| Score - 3 Points | The method statement is generic, is not specific to this project and only addresses one of the five minimum items listed above. |
| Score - 9 Points | The tenderer has submitted a method statement that covers at least four of the five main points (scope of work and cost control, programme, HSE, risk and procurement) described above and is in line with the scope of work and is in sufficient detail to indicate an understanding of the project. |
| Score – 12 Points | The method statement is detailed and is in-line with the scope of work, ensures that operations will not be disrupted and covers all five of the minimum items (scope of work and cost control, programme, HSE, risk and procurement). |
| Score – 15 Points | The method statement is very detailed, covers all aspects of the project, addresses the five minimum items (scope of work and cost control, programme, HSE, risk and procurement), ensures that operations will not be disrupted and shows an innovative and novel approach to minimize potential risks and addresses all items in the scope of work. |

Note: Tenderer’s must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

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

Signed _____ Date

Name _____ Position

Tender

Appendix I. Work Plan and Program

Insert a **work plan** not exceeding five (5) single sided, A4-sized pages, showing the proposed activities and project milestones with dependencies, constraints, resources, risk allowances and time frames for a typical project as follows:

The work plan must respond to the project approach and outline the proposed sequence of activities. The work plan shows the proposed activities and project milestones complete with dependencies, constraints, resources, risk allowances and time frames.

The work plan includes measurable deliverables and the proposed cash flow.

The tenderer attaches his / her work plan to this page.

The scoring of the work plan will be as follows:

| | Work plan |
|-------------------|--|
| Score - 3 Points | The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing. |
| Score - 9 Points | All key activities are included in the activity schedule but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach. |
| Score – 12 Points | The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan. |
| Score - 15 Points | Besides meeting the “good” rating, decision points and the sequencing and timing of activities are very well defined, indicating that the tenderer has optimised the use of resources. The work plan permits flexibility to accommodate contingencies. |

Add Gantt Chart.

Note: Tenderer’s must take cognisance of the evaluation criteria as described on Section 5 clause 5.5

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

Signed _____ Date

Name _____ Position

Tender

Appendix J. Certified Proof of Qualifications

Attach here (If foreign qualification must be SAQA accredited)

Signed _____ Date

Name _____ Position

Tender

Appendix K: Proof of Professional Registration

Attach proof of professional registration with ECSA.

Signed _____ Date

Name _____ Position

Tender

APPENDIX L: Transformation Framework and Specification forms

Airports Company South Africa aims to contract predominantly with Empowering Suppliers per the definition in P010 004P (ACSA internal transformation policy) were this relates to:

- an increase in local production,
- raw material beneficiation
- retention and employment of black people
- the transfer of skills to black owned EME's and QSE's.

1. Contract Participation Goals (CPG)

CPG refers to the extent to which the contracted resources achieve predetermined transformation objectives, expressed as a percentage (%) of the contract value. Bidders are expected to achieve this target by the end of the project.

2. Bidders are to submit to submit a transformation proposal meeting the CPG target for all contracts over R1m including VAT.

3. CPG for this contract will be at 50% which will consist of the following B-BBEE elements:

- 3.1. Equity (Target 50%): 40% weighting.
- 3.2. Management (Target 50%): 40% weighting
- 3.3. Skills development: 5% weighting
- 3.4. Enterprise and supplier development: 10% weighting
- 3.5. Socio economic development: 5% weighting

Refer to C3.7.3.3 (6) which provides for a calculation table used to calculate the CPG score in Three (3) above.

4. To facilitate achievement of targets set out in 3, and transfer of skills, the tenderer **must** subcontract more than 30% of the contract value to sub-consultant that are women owned, youth owned, PWPDO, or allocate to EME, QSE that are 51% black owned entities.
5. In the event that the Contractor/consultant fails to substantiate that any failure to achieve the contract participation goal relating to the granting of a preference was due to quantitative underruns, the elimination of items, or any other reason beyond the Consultant's control which may be acceptable to the Employer, the Contractor/Consultant shall be liable to pay to the Employer a financial penalty calculated in the following manner:

$$P = (0,15 \times (D - Do) \times CA) / 100$$

- where D is the tendered contract participation goal percentage;
- Do is the contract participation goal which the Employer's representative, certifies based on the credits passed, as being achieved upon completion of the contract;
- CA is the contract amount.
- P is the monetary value of penalty payable

No financial award is due for over performance on CPG.

In addition to acknowledging the below, Tenderers must submit a proposal indicating how the targets stated in three (3) and four (4) above will be achieved.

6. Acceptance:

I/We _____ acknowledge that I/we have read and understood the contents of this section and we will further achieve the Contract Participation Targets stated above per clause three 3 of this section by the end of this project.

Signed: Date:

Name: Position:

Tenderer:

Tenderers are requested to provide a schedule of proposed key sub-consultants intended to be used on the project. The schedule should be structured under the following headings:

| No | Sub-Consultant | Trade to be Sub-consulted | % of Works or Services to be Subconsulted | Amount of Work or Service to be Subconsulted | BBBEE Level | Designated Group and Ownership % | Contact Person and Contact Details |
|------|-----------------|---------------------------|---|--|-------------|---|--|
| e.g. | ABC Contractors | Building Works | 30% | R280,000 | Level 1 | Black – 100% Women – 80% Youth – 5% Disable – 5% | Mr. Bidder 031 123 4567 Bidder@abcccontractors.co.za |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

Appendix M: Eligibility for Preference Points (B-BBEE Recognition Level)

1. Valuation of preference points is based on tenderer’s B-BBEE verification certificate:
 - a) The certificate shall have been issued by:
 - i. A verification agency accredited by South African National Accreditation System (SANAS);
 - ii. A registered auditor approved by the Independent Regulatory Board of Auditors (IRBA);
 - b) The verification certificate must be valid at the tender closing date
 - c) Failure to submit a valid verification certificate will result in the award of zero (0) points for preference.

2. In the event of a Joint Venture (JV), a consolidated B-BBEE verification certificate in the name of the JV shall be submitted.
 - a) The verification certificate shall identify:
 - i. The name and domicilium citandi et executandi of the tenderer
 - ii. The registration and VAT number of the tenderer
 - iii. The dates of granting of the B-BBEE score and the period of validity
 - iv. The expiry date of the verification certificate
 - v. A unique identification number

3. The standard and/or normative document, including the issue and/or revision used to evaluate the tenderer:
 - a) The name and/or mark/logo of the B-BBEE verification agency.
 - b) The scorecard (GENERIC, QSE, EME) against which the tenderer has been verified.
 - c) The B-BBEE status level
 - d) The SANAS or IRBA logo on the verification certificate.
 - e) The B-BBEE procurement recognition level.
 - f) The score achieved per B-BBEE element.
 - g) The % black shareholding.
 - h) The % black woman shareholding.
 - i) The % black persons with disabilities.

4. ACSA will not be responsible to acquire data that it needs for its own reporting systems and which may not form part of a verification agency’s standard certificate format. The tenderer, at its own cost, must acquire the specified data listed in 3 above from its selected verification agency and have it recorded on the certificate.

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

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

Appendix N: Proposed Subconsultant

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

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

Attach the following:

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

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

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

Appendix O: Letter of Good Standing with the Workers Compensation Commissioner

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

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

Appendix P: SARS Tax Clearance Certificate

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

Please attach: **Identity documents of the Directors and
Certificate of Incorporation**

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

Appendix Q: B-BBEE Verification Certificate

The bid must include an original or certified copy of the B-BBEE verification certificate issued by SANAS accredited ratings agency, or an IRBA Registered Accounting Practice. The certificate should be an original or a certified copy.

The Preferential Procurement Regulations Part 3, section 11(9) states that “ A person awarded a contract may not sub-contract more than 30% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract”.

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

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

Attach here

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

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;
 - c. or failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

| Item | Question | Yes | No |
|-------|--|-------------------------------------|------------------------------------|
| 4.1 | <p>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?</p> <p>(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 <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | <p>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?</p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

| | | | |
|-------|---|---------------------------------|--------------------------------|
| 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? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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

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 *pe 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 In order 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 particulars 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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER:

TITLE OF PROJECT: ORTAFS TANK FARM 1 REFURBISHMENT

NEC 3: PROFESSIONAL SERVICES CONTRACT (PSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR Tambo International Airport

(Registration Number: 1993/004149/30)

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

(Registration Number: _____)

for **the provision of professional lead (mechanical, electrical and civil) engineering services on a tank farm 1 refurbishment project at O.R. Tambo International Airport**

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

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **the provision of professional lead (mechanical, electrical and civil) engineering services on a tank farm 1 refurbishment project at O.R. Tambo International Airport**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)

.....
Rands;

(in figures) R.....

% of the estimated construction value of R610 028 748.15 (including VAT which is equal to.....

The fee is based on a percentage of the construction value based on agreed scope of work for which you are providing a professional service and will be fixed. The fee percentage is% and will be adjusted to align with construction value.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

Name & signature of witness

(Insert name and address of organisation)

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

| | | |
|-----------------------------------|--|------|
| Name & signature of witness | <hr/> <i>(Insert name and address of organisation)</i> <hr/> <hr/> <hr/> | Date |
|-----------------------------------|--|------|

Schedule of Deviations

1 Subject

 Details

.....

.....

.....

.....

.....

2 Subject

 Details

.....

.....

.....

.....

.....

3 Subject

 Details

.....

.....

.....

.....

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

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

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

Part C1: Agreements and Contract Data

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

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

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

| Clause | Statement | Data |
|--------|--|--|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option | |
| | Main Option | A: Priced contract with activity schedule |
| | Dispute resolution Option | W1: Dispute resolution procedure |
| | Secondary Options (incorporating amendments) | X7: Delay damages X10: Employer's Agent X11: Termination by the Employer X16: Retention X18: Limitation of liability Z: Additional conditions of contract |
| | | of the NEC3 Engineering and Construction Contract, April 2013 |

The *project stages* are:

| Project stage | | Key deliverable at end of stage as described in the Scope and accepted by the Employer |
|----------------------|--|--|
| No | Description | |
| 1 | Planning, Studies, Investigations and Assessments | i) Detailed inspection, reviewing and checking of designs and drawings or similar documents prepared by other consulting engineer. |
| 2 | Stage 1: Inception Services | i) Agreed services and scope of work ii) Schedule of required surveys, tests and other site investigations iii) Report on project, site and functional requirements iv) Client approval of all Stage 1 documentation. |
| 3 | Stage 2: Concept and Viability (Preliminary Design) Services | i) Concept design ii) Process design iii) Preliminary design iv) Cost estimates v) Client approval of all Stage 2 documentation. |
| 4 | Stage 3: Detail Development Services | i) Design development drawings. ii) Outline specifications. iii) Local and other authority submission drawings and reports iv) Detail estimates of construction costs. v) Client approval of all Stage 3 documentation |
| 5 | Stage 4: Documentation and Procurement Services | i) Technical specifications. ii) Services co-ordination. iii) Working drawings iv) Budget construction cost. v) Tender documentation vi) Tender evaluation report vii) Tender recommendations viii) Priced contract documentation |
| 6 | Stage 5: Contract Administration and Inspection Services | i) Schedules of predicted cash flow ii) Construction documentation. iii) Drawings register iv) Estimates for proposed variations v) Contract instructions. vi) Financial control reports vii) Valuations for payment certificates. viii) Progressive and draft final account(s) ix) Practical completion and defects list x) All statutory certification and certificates |

| | | |
|---|--|--|
| | | of compliance as required by the Local and other Statutory Authorities |
| 7 | Stage 6: Close-out Services | <ul style="list-style-type: none"> i) Valuations for payment certificates. ii) Works and final completion lists. iii) Operations and maintenance manuals, guarantees and warranties. iv) Monitor, review and issue payment certificates. v) As-built drawings and documentation vi) Final accounts. |
| 8 | Construction Monitoring (Level 3: Full-time) | <ul style="list-style-type: none"> i) Maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate. ii) Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client. |

| | | |
|----------|-------------------------------|--|
| 10.1 | The <i>Employer</i> is (Name) | Airports Company South Africa SOC Limited, O.R. Tambo International Airport |
| | Address | Airports Company South Africa SOC Limited O.R. Tambo International Airport Private Bag X1, Kempton Park 1627 |
| | Telephone | +27 11 921 6911 |
| | Fax | +27 11 390 1012 |
| 11.2(9) | The services are | the professional (mechanical, electrical and civil) engineering services on a tank farm 1 refurbishment project at O.R. Tambo International Airport |
| 11.2(10) | | <p>the following matters will be included in the Risk Register</p> <ul style="list-style-type: none"> • Availability of as-built information • Access to site • Site constraints and constructability • Statutory requirements and approvals |
| 11.2(11) | The <i>Scope</i> is in | the document called Part C3: Scope of Work |
| 11.2(13) | The Time Charge is | the sum of the products of the each of the <i>staff rates</i> multiplied by the total staff time appropriate to that rate properly spent on work in this contract |

| | | |
|------|---|---|
| 12.2 | The <i>law of the contract</i> is | the law of the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period of reply</i> is | Seven (7) days |
| 13.6 | The <i>period of retention</i> is | 5 years following Completion or earlier termination of a contract |

2 The Parties' main responsibilities

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

| | Access to | Access date |
|---|-----------------|---------------------|
| 1 | Any Information | Upon contract award |
| 2 | | Upon contract award |
| 3 | | |

3 Time

| | | |
|------|--|----------------------------------|
| 30.1 | The <i>starting date</i> is | Upon signing of contract |
| 30.2 | The <i>completion date</i> is | 5 years upon signing of contract |
| 31.1 | The <i>Consultant</i> submits a first (preliminary) programme with the tender by | the tender closing date |
| 32.2 | The <i>Consultant</i> submits revised programmes at intervals no longer than | Four (4) weeks |

4 Quality

| | | |
|------|---|---|
| 40.2 | The quality policy statement and quality plan are provided within 2 weeks of the Contract Date. | |
| 41.2 | The <i>defects date</i> is | 52 weeks after Completion of the whole of the <i>services</i> |
| 43.2 | The <i>defects correction period</i> is | Two (2) weeks |

5 Payment

| | | |
|------|---|--|
| 50.1 | The <i>assessment interval</i> is | Every four (4) weeks, on the 25 th day of each successive month |
| 51.1 | The period within which payment is made is | Four to Six (4-6) weeks after the receipt of the tax invoice |
| 51.2 | The <i>currency of this contract</i> is the | South African Rand |
| 51.4 | The <i>interest rate</i> is | The prime lending rate of the Nedbank Bank as determined from time to time |

| | | |
|-----------|--|---|
| 6 | Compensation events | No data required for this section of the <i>conditions of contract</i> . |
| 7 | Rights to material | No data required for this section of the <i>conditions of contract</i> |
| 8 | Indemnity, insurance and liability | |
| 81.1 | The <i>Consultant</i> provides the insurance stated in | The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the <i>Consultant</i> risk from the starting date until the Defects Certificate or a termination certificate has been issued. |
| | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 |
| 9 | Termination | Refer to Secondary Clause X11 |
| 10 | Data for Main Options | |
| A | Priced contract with activity schedule | Activity schedule is included Part C2 section of this contract |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> is | The person appointed jointly by the parties from the list of adjudicators contained below |
| W1.2 | The <i>Adjudicator nominating body</i> is | The current Chairman of Johannesburg Advocate's Bar Council |
| W1.4 | The <i>tribunal</i> is | Arbitration |
| W1.4 | If the <i>tribunal</i> is arbitration, the arbitration procedure is | The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa) |
| W1.4 | The place where arbitration is to be held is | Johannesburg, South Africa. |
| W1.4 | The person or organisation who will choose an arbitrator | The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council. |

12 Data for Secondary Option Clauses

X7 Delay Damages

X7.1 Delay damages of the whole of the *services* are Amount per week is 1% up to a maximum of 10% total value of the Professional fees

X10 The Employer's Agent

X10.1 The *Employer's Agent* is Name: Jacob Ramathe

Address: O.R. Tambo International Airport
Private Bag X1
Kempton Park
1627

The authority of the *Employer's Agent* is to act on behalf of the *Employer* with the authority set out in the Contract Data

X11 Termination by Employer

X11.1 The Employer may Terminate the *Consultant's* obligation to Provide the services for a reason not stated in this contract by notifying the *Consultant*

X16 Retention

X16.1 The *retention percentage* is 5% of the total of the Prices.

X18 Limitation of Liability

X18.1 The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue

X18.2 For any one event, the *Consultant's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to The total of the Prices

X18.3 The *Consultant's* total liability to the *Employer* for defects due to his design which are not listed on the Defects Certificate is limited to The total of the Prices

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

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

The excluded matters are amounts payable by the *Consultant* as stated in this contract for

- Loss of or damage to the *Employer's* property,
- Delay damages,
- Defects liability,
- Insurance liability to the extent of the *Consultant'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

X18.5 The *end of liability* date is 52 weeks after Completion of the whole of the *services*

Z ADDITIONAL CONDITIONS OF CONTRACT

Z1 Estimation of fees

It is specifically recorded that the fees charged by the consultant for services rendered in connection with and/or under this Contract shall be in terms of:

Z2 Tax invoices

The *Consultant's* invoice.

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

Invoices submitted by the *Consultant* to the *Employer* include

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

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

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

Z3 Communications and Notices

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

All notices, notifications, requests, demands or other communications shall be deemed to have reached the other Party –

- if delivered by hand, on the date of delivery;
- if posted by ordinary mail or registered post, on the 5th (fifth) calendar day following the date of such posting;
- if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

Z4 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z4.1 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z5 Interpretation of the law

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

Z6 Providing the Works: Delete core clause 20.1 and replace with the following:

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

Z7 Extending the defects date: add the following as a new core clause 46:

Z7.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

Z7.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

Z7.3 The *Project Manager* notifies the *Consultant* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

Z8 Termination

| | |
|---------|---|
| Z8.1 | Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”. |
| Z9 | Cession, delegation and assignment |
| Z9.1 | The <i>Consultant</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. |
| Z9.2 | The <i>Employer</i> may, on written notice to the <i>Consultant</i> , cede and delegate its rights and obligations under this contract to any person or entity. |
| Z10 | Ethics |
| Z10.1 | The <i>Consultant</i> undertakes: |
| Z10.1.1 | not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract; |
| 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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004. |
| Z10.2 | The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination. |
| Z10.3 | If the <i>Consultant</i> 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 <i>Employer</i> , the <i>Employer</i> 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 <i>Consultant</i> 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 <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld. |
| Z11.2 | If the <i>Consultant</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> . |
| Z11.3 | This undertaking shall not apply to – |
| Z11.3.1 | Information disclosed to the employees of the <i>Consultant</i> for the purposes of the implementation of this agreement. The <i>Consultant</i> 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 <i>Consultant</i> is required by law to disclose, provided that the <i>Consultant</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Consultant</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed; and |
| Z11.3.3 | Information which at the time of disclosure or thereafter, without default on the part of the <i>Consultant</i> , enters the public domain or to information which was already in the possession of the <i>Consultant</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i> . |
| Z11.5 | The <i>Consultant</i> ensures that all his Sub-Consultants abide by the undertakings in this clause. |
| Z12. | Employer's Step-in rights |
| Z12.1 | If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Consultant or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> . |
| Z12.2 | The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end. |
| Z13 | Intellectual Property |
| Z13.1 | Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works. |
| Z13.2 | IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> . |
| Z13.3 | The <i>Consultant</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works. |
| Z13.4 | The <i>Consultant</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to: |
| Z13.4.1 | the <i>Consultant's</i> design, manufacture, construction or execution of the Works; |
| Z13.4.2 | the use of the <i>Consultant's</i> Equipment, or |
| Z13.4.3 | the proper use of the Works. |

-
- Z13.5 The *Employer* shall, at the request and cost of the *Consultant*, assist in contesting the claim and the *Consultant* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
-
- Z14 **Dispute resolution: The following amendments are made to Option W1:**
-
- Z14.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.
-
- Z14.2 **The following clauses are added at the end of clause W1.3:**
-
- Z14.2.1 “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
-
- Z14.2.2 “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration.”
-
- Z15 The Consultant shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract
-

Part C1: Agreements and Contract Data

Part C1.2b Contract Data

Part two – Data provided by the *Consultant*

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

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

| Clause | Statement | Data |
|---------|--|------|
| 10.1 | The <i>Consultant</i> is (Name): Address: Tel No.: Fax No.: Email: | |
| 22.1 | The <i>Consultant's</i> key persons are: 1. Name: Job: Responsibilities: Qualifications: Experience: 2. Name: Job: Responsibilities: Qualifications: Experience: | |
| 11.2(3) | The <i>completion date</i> for the whole of the <i>services</i> is As required by ACSA | |

- 11.2(10) The following matters (if any) will be included in the Risk Register
- Availability of As-Built Information
 - Access to Site
 - Progress vs Programme
 - Cash Flow Management

11.2(13) The *staff rates* are as stated in the Pricing Data

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

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

A Priced contract with activity schedule

11.2(14) The *activity schedule* is in the Pricing Data

11.2(18) The tendered total of the Prices is in the Form of Offer and Acceptance

The *apportionment factors* are as follows:

| Project stage | | Apportionment factor % | |
|----------------------|--|----------------------------------|-----------------------------|
| No | Description | Mechanical and Electrical | Civil and Structural |
| 1 | Stage 1: Inception Services | 5% | 5% |
| 2 | Stage 2: Concept and Viability (Preliminary Design) Services | 15% | 25% |
| 3 | Stage 3: Detail Development Services | 25% | 25% |
| 4 | Stage 4: Documentation and Procurement Services | 15% | 15% |
| 5 | Stage 5: Contract Administration and Inspection Services | 35% | 25% |
| 6 | Stage 6: Close-out Services | 5% | 5% |

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

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

Hereinafter referred to as “Client”

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

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

| |
|---|
| <p>COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993</p> |
|---|

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

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

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.

2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

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

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for **PROJECTS** with a value **above R50 million** on the **AIRSIDE** 1.1 **Contract Works**

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

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

1.2 **Public Liability**

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

1.3 **Professional Indemnity**

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

Part C2: PRICING DATA

C2.1 Pricing Instructions

Preamble

1. The Conditions of Contract, the Scope and any other documents mentioned or referred to are to be read in conjunction with the Price Schedule.
2. The fee for services rendered will be the standard fees and stages as per the ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in ANNEXURE B.
3. The Price Schedule covers the items that will be measurable. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his / her own choosing in the said schedule as a separate line item.
4. The Price Schedule as completed by the Tenderer shall be inclusive prices and shall cover, "inter alia," all general risks, liabilities, obligations, profit, expenses, costs, bonuses, etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
5. Costs for all methods of communication are included in the fee and/or rates.
6. Special printing requirements are included in the fee and/or rates.
7. Provision of standard computer hardware and software are included in the fee and/or rates.
9. Incidental disbursement costs (travel, accommodation, car hire, per diem, etc.) are included in the fee and/or rates. (The key persons attend an average of four meetings, site inspections, etc. with the Employer and/or Others in Gauteng per month for the duration of the contract)
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will be adhered to.
11. Variations in the Scope and extent of the Services shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Price Schedule where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Price. Any items or variations for which rates have not been included in the Price Schedule shall be agreed and priced as non-scheduled items.
12. All quantities are provisional and shall be expended as directed by the Employer's Agent and any balance remaining shall be deducted from the amount of the contract sum.
13. The Consultant shall not be entitled to any claim in instances where quantities are partially or in total removed from the contract.
14. Remuneration for the time expended by Category A and/or Category B staff where time charges apply shall be limited to 5 percent of the total Time Charge.
15. For ease of reference the definitions of Categories A to D, are quoted below:

Category A

A top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialisation where such advice is recognised as that of an expert.

Category B

A partner, a sole proprietor, a director or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business, takes full responsibility for the liabilities of such practice and/or bears project related responsibilities on behalf of the practice and, where the level of expertise and relevant experience is commensurate with the position, performs work of a conceptual nature in engineering design and development, provides strategic guidance in planning and executing a project and/or carries responsibilities for quality management pertaining to a project.

Category C

All salaried professional staff with adequate expertise and relevant experience performing work of an engineering nature and who carry direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an engineering nature.

Category D

All other salaried technical staff with adequate expertise and relevant experience performing work of an engineering nature with direction and control provided by any person contemplated in categories A, B, or C.

Technical staff include all staff performing work directly related to the execution of the services the consulting engineer is engaged for by the client and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general.

16. Site supervision will be reimbursed for the actual time on site and site allowances are not paid separately.
17. The percentage fees will be disbursed in stages upon completion of all activities within the stage.

C2.2 Price Schedule

Price Schedule 1: Cost of Civil & Structural Works

| | |
|--------------------------------------|----------------|
| Provisional Cost of the works (CWCS) | R88 203 661.00 |
|--------------------------------------|----------------|

Price Schedule 2: Cost of Mechanical Works

| | |
|--------------------------------------|-----------------|
| Provisional Cost of the works (CWCS) | R376 443 553.00 |
|--------------------------------------|-----------------|

Price Schedule 3: Cost of Electrical & Instrumentation Works

| | |
|--------------------------------------|----------------|
| Provisional Cost of the works (CWCS) | R65 812 567.00 |
|--------------------------------------|----------------|

Remuneration for Professional Services

Remuneration for professional services will be on **Priced Contract with Activity Schedule** as outlined in the document below.

The pricing structure for the professional services fees are as per below activity schedule.

| ITEM | DESCRIPTION | PRICE |
|----------|---|---------------|
| 1 | Planning, Studies, Investigations and Assessments | |
| 1.1 | Facilitate detail inspections | R |
| 1.2 | Reviewing and checking of designs and drawings or similar documents prepared by other consulting engineer | R |
| 1.3 | Surveys, tests, analyses and other investigations | R |
| 2 | Normal Services | |
| 2.1 | Stage 1: Inception | R |
| 2.2 | Stage 2: Concept Viability (Preliminary Design) | R |
| 2.3 | Stage 3: Detail Design | R |
| 2.4 | Stage 4: Documentation and Procurement | R |
| 2.5 | Stage 5: Contract Administration and Inspection | R |
| 2.6 | Stage 6: Close-out | R |
| 3 | Additional Services | |
| 3.1 | Construction Monitoring at 36 months (Level 3: Full-Time) *** | R |
| 4 | Miscellaneous | |
| 4.1 | Specialist subconsultants | R3 000 000.00 |
| 4.2 | Disbursements | R3 000 000.00 |
| 5 | Subtotal 1 | R |
| 6 | Contingencies 10% (percentage of subtotal 2) | R |
| 7 | Subtotal 2 | R |
| 8 | Value-Added Tax 15% (VAT) | R |
| 9 | TOTAL (export to form of offer C1.1) | R |

*** The Consultant is expected to provide two (2) Engineer's Representatives per discipline (i.e. Civil and Structural, Electrical and Instrumentation and Mechanical), who are suitably qualified and competent to carry out the construction monitoring duties as outlined in the Scope of work, Part C3.

Time Charge Fees

| 10 | Time Charge | Rates | Amount |
|-----------|----------------------------------|--------------|---------------|
| 10.1 | Category A Staff @ (Rate / hour) | R | RATES ONLY |
| 10.2 | Category B Staff @ (Rate / hour) | R | RATES ONLY |
| 10.3 | Category C Staff @ (Rate / hour) | R | RATES ONLY |
| 10.4 | Category D Staff @ (Rate / hour) | R | RATES ONLY |

Part C3: SCOPE OF WORK

C3.1 Employer's Scope of Services

1. Scope of Services

1.1 Without limitation the Services include, and the Consultant is responsible for, the complete the engineering, procurement and construction management for the refurbishment of the OR Tambo Airport Fuelling Services Depot as more fully detailed and provided for in Section C3.2.

The services will be phased and progress from one stage to the next on completion of a gate review by the Employer and Others.

It is envisaged that the Works will be split into work packages as follows:

- Storm water management, pavement rehabilitation and sewage connection
- Floating suction upgrade,
- Tank modifications, piping replacement
- Sampling systems upgrades, electrical and instrumentation.

1.2 The Services include all personnel, consumables and other things, which, although not expressly provided for, can be reasonable inferred from this contract, the only exclusions being:

1.2.1 items and/or services, if any, which are specifically excluded from the Services in paragraph 2 below;

1.2.2 the supply of items, if any, which are to be free issued to the Consultant by the Employer (or by Others) as provided for in paragraph 3 below; and/or

1.2.3 items and/or services, if any, which are expressly stated to be provided by the Employer or by Others elsewhere in the Scope.

1.3 Without limitation the Services include the following specific activities:

- 1.3.1 Mechanical Engineering;
- 1.3.2 Electrical Engineering;
- 1.3.3 Civil Engineering;
- 1.3.4 Structural Engineering;
- 1.3.5 Process Engineering;
- 1.3.6 Project and Contract Management;
- 1.3.7 Engineering Management;
- 1.3.8 Procurement;
- 1.3.9 Construction Supervision;
- 1.3.10 Control and Instrumentation
- 1.3.11 Cathodic Protection
- 1.3.12 Fire Detection and Suppression

1.4 The Works are designed to have an operating life of more than 50 years in a Highveld environment.

2. Construction Monitoring 36 months (Level 3: Full Time)

2.1 To ensure that the works are being completed in accordance with the requirements of the contract, that the designs are being correctly interpreted and that appropriate construction techniques are

being utilized, the Consultant will provide two (2) full time Engineer's Representatives on site for each discipline, i.e. Civil and Structural, Electrical and Instrumentation and Mechanical.

- 2.2 The Engineer's Representatives shall be suitably qualified and competent to carry out duties assigned to them by the Engineer.
- 2.3 Comprehensive CVs detailing personal particulars, qualifications and work experience of the Engineer's Representatives will be submitted for review and acceptance by the Employer.
- 2.4 The Engineer's Representatives will maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate.
- 2.5 The Engineer's Representatives will receive on behalf of the Engineer oral and written communication from the Contractor, and deliver to the Contractor oral or written communication from the Engineer.
- 2.6 The Engineer's Representatives will assist with the preparation of as-built records and drawings to the extent required in the contract.
- 2.7 The Engineer's Representatives will have no authority to relieve the Contractor of any of his/her obligations under the contract.

3. Exclusions

The following items and/or services are specifically excluded from the Services:

- 3.1 Approved Inspection Authority.

4. Free Issue Items

The following items will be free issued to the Consultant by the Employer (or by Others) for the Services:

- 4.1 None

C3.2 Detailed Scope of Services

The Consultant prepares the Detailed Scope of Services prior to commencing stages 2 to 6 based on the Approach Paper, Work Plan and deliverables of Stage 1 incorporating the following items as a minimum.

1. Scope

- 1.1 The Scope of Services are the services listed as normal services set out in clause 3.2 of the ECSA Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000) as amended in Annexure B.
- 1.2 The services shall include, but shall not be limited to the following:
 - Stages 3 to 9 of the *Standard for Infrastructure Procurement and Delivery Management, Control Framework for Infrastructure Delivery Management* gateway reviews.
 - Implementation of the Approach Paper and Work Plan.
 - Compliance with C3.3.1 to C3.3.4.
 - Liaison with all role players at ACSA in respect of the effects of the project on operations.

- Liaison with the operator of the ORTAFS Depot in respect of designs, effects of the project on their operations, etc.

1.3 The details of your duties for the above items of work shall include but not be limited to the following:

1.3.1 Timeous submission of all necessary plans and drawings to the relevant Authorities and expediting the necessary approvals and permission to proceed, including any negotiations in this regard.

1.3.2 The ensuring that the designs comply with Annexure C and good engineering and construction practices.

1.3.3 Ensuring that the Contractors' and Subcontractors' technical proposals and drawings conform to the design and specification requirements.

1.3.4 Providing all necessary contract administration to monitor the various Contractors / Subcontractors diligently and timeously in the execution of the contract works, and take the necessary action in the event of problems being experienced.

Contract administration shall include the following: -

1.3.4.1 Immediate clarification of any queries on working drawings.

1.3.4.2 Provision of details to supplement drawings produced in your office.

1.3.4.3 Progressive quality checks as and when work is executed.

1.3.4.4 Liaison with representatives of Others to ensure co-ordination of all services and generally ensuring that the contract is not delayed due to-lack of design information.

1.3.4.5 Witnessing, supervising and approving testing carried out at the fabricator's facilities and on site, as appropriate.

1.3.4.6 Drawing up of comprehensive defects lists prior to and after beneficial occupation by the Employer and expediting completion of such defects lists.

1.3.4.7 Attending or holding regular meetings with the Contracts / Sub-contractors in connection with your scope of work in order to ensure that the work is procured, manufactured and constructed in accordance with design and programme requirements.

1.3.4.8 Prepare monthly valuations. Compilation and settlement of final accounts and claims.

1.3.4.9 Attending monthly review meetings with the Employer.

1.3.4.10 Provision of regular updated cost information reports.

1.3.5 Liaising with Others on design, time control and budgetary aspects of the project and reporting on progress and selection of the various materials and components on the project.

1.3.6 Visiting the works of relevant Contractors and Suppliers to ensure satisfactory quality control and correct utilization of materials in the fabrication process.

1.3.7 Reviewing the Contractor's programme in terms of information required from the subcontractors under his control.

C3.3.1 General Matters & Requirements

1. Providing the Services

The Consultant ensures that the Services are fit for the purposes intended and are engineered, procured and managed in accordance with this contract and Good Engineering and safety practices.

The Consultant exercises due skill, care and diligence in providing the Services. The standard of skill, care and diligence required is that of a Consultant seeking in good faith to perform his contractual obligations and in so doing and in the general conduct of his undertakings observing and/or exercising the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be exercised by a skilled and experienced international Consultant in relation to his practices, methods, techniques, specifications and/or standards (whether in respect of design, engineering, construction, performance, safety, workmanship, equipment, components or otherwise) engaged in the same type of undertaking under the same or similar circumstances and conditions to the Services.

The Consultant uses a sufficient number of appropriately qualified professionals and other individuals who are suitably skilled, competent and experienced in their respective professions or occupations and provides all necessary supervision to plan, arrange, direct, manage and inspect the Services and generally for the satisfactory and safe execution of the Services. Without limitation, supervision is carried out by a sufficient number of appropriately qualified persons who are suitably skilled, competent and experienced in the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents).

The Consultant represents that he is and ensures that he is at all times fully experienced, properly qualified, registered, licensed, equipped, organized and financed to perform the Services in terms of this contract.

Except to the extent otherwise expressly stated in this contract:

- 1.1 the Consultant is considered to have satisfied himself, prior to the Contract Date, as to the completeness and sufficiency of all information and drawings provided to him as at the Contract Date;
- 1.2 the Consultant is considered to have satisfied himself as to the precise nature and exact location of the Services, the type of Equipment and facilities and other items and matters required to Provide the Services (and the Consultants failure to so satisfy himself with all such data and information does not relieve his responsibility for properly estimating the difficulty or cost to successfully Provide the Services and he is not by reason thereof entitled to any extension of the Completion Date, adjustment to the Prices or other compensation); and
- 1.3 the Employer is not responsible for the failure of the Consultant to understand the precise nature of his undertaking under this contract or for any erroneous interpretation concerning the conditions affecting his performance, it being recognized that the Employer provided the Consultant sufficient opportunity to ask the Employer for clarification of the terms and conditions of this contract prior to submission of his tender to Provide the Services.

2. Compliance with Laws

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

3. Compliance with Codes & Standards

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

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

4. Services of the Employer and Others

The Services are part of a project at OR Tambo International Airport. During design or the project works there are interfaces with Other's for which appropriate levels of planning and liaison will be required. These interfaces include design, construction and programme activities.

Whenever work being done by Others on the project is dependent on or adjacent or related to the Services, the interface and sequence of such works and the Services is such that the least interference reasonably possible will result to the Consultant and to Others and such sequence is determined by the Employer.

The Consultant is considered to have allowed for reasonably anticipated delays and interference to the Services for these interfaces. Cooperation is required between the Consultants and Others to ensure the completion of the Services and other project works within the programme for the project as a whole.

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

Co-ordination meetings are held as required by the Consultant with such other Consultants and/or Contractors to monitor progress and co-ordinate the installation operations.

5. Consultant's Organisation

Unless included in this contract, the Consultant submits to the Employer, within four weeks of the starting date, a chart showing the organization for Providing the Services. The chart includes the identities of the key personnel to be employed. The Consultant also includes the curricula vitae of the key personnel.

The Consultant promptly informs the Employer in writing of any revision or alteration of such organization chart. The appointment or replacement of key personnel is subject to core clause 22.1 of this contract.

6. Personnel

The Employer may, having stated his reasons, instruct the Consultant to remove any person engaged by the Consultant or any Subcontractor (whether or not an employee). The Consultant then arranges that, after one day, that person has no further connection with the work included in this contract.

The Consultant takes all necessary precautions to prevent any unlawful, riotous or disorderly conduct or behaviour by or among his and his Subcontractors employees, agents or invitees or any other person for whom the Consultant is responsible whether under this contract or in law.

The Consultant, in the execution of the Services, maximises the use of local persons,- Local persons are persons ordinarily resident within a 50 km radius of the Site.

7. Order of Services

In those parts of the Services where interference is likely to occur between items being provided under this Contract and items provided by the Employer or by Others, work shall not be commenced until the Employer has given his acceptance.

8. Methods of Working

The Consultant may execute the contract in accordance with his own standard work execution plans and procedures to the extent that they do not conflict with the provisions of this contract.

The Consultants methods of work are at all times such that the Employer can be reasonably satisfied that the results will be acceptable and achieved without undue risk.

Notwithstanding any omission from the Scope, the Services are performed and completed in a proper and workmanlike manner, by professionals skilled in their respective professions.

9. Method and Resources Statements

The Consultant, whenever required by the Employer, submits details of the resources, arrangements and methods which the Consultant proposes to adopt for providing the Services.

No significant alteration to these resources, arrangements and/or methods is made unless it is first accepted by the Employer.

10. Change Control

The Consultant does not change or substitute a design which is required by this contract or has previously been accepted by the Employer unless the Employer has accepted the change or substitution. The Employer is under no obligation to accept the change or substitution and no claim will be considered if the change or substitution is not accepted.

11. Notice Boards

The Consultant is permitted to display two notice boards advertising this contract on or near the Site or access points to the project area. The notices are of a form and in a position accepted by the Employer and include details of other parties involved (including the Employer) as well as the Contractor. No advertisement shall be displayed without the approval of the Employer.

12. Invoicing and Payment

The Consultant submits claims to the Employer's Representative by the 21st of the month with supporting documentation (detailed time sheets that show the time spent on activities in the programme, detailed site diaries, inspection records, etc.) to substantiate the claim.

The Employer's Representative issues a payment certificate for the amount which he assesses by the 25th.

The Consultant thereafter submits the invoice with payment certificate attached to Invoices.Acsa@airports.co.za by the 30th of the month. Invoices received after the 30th will be processed for the following month, i.e. 45 — 60 day payment.

The Consultant ensures that the following are shown the claim and invoice:

- Employer's purchase order number;
- the contract number and title; and
- the total amount claimed excluding VAT, the VAT and the invoiced amount including VAT.

C3.3.2 Quality Control & Assurance

The Consultant has a well-organized quality control and assurance system based on ISO 9000 Series (or equivalent acceptable to the Employer) to assure that Services, including subcontracted Services, comply with the Scope.

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

Acceptance by the Employer of the Consultants quality assurance programme, quality plans and/or inspection and/or test plans, or of those- of his Subcontractors will not relieve the Consultant of his obligation to provide services which meet the requirements of the Contract.

C3.3.3 Drawings & Documents

1. Comments on Consultant's Drawings and Other Documents

The Consultant takes due account of any comments made by the Employer and/or Others on the Consultants drawings or other documents. Unless otherwise expressly provided for in this contract, however, none of the Employer and/or Others is bound to comment on the Consultants drawings or other documents.

None of the Employer and/or Others is bound to check the Consultants drawings or other documents for any errors, omissions, ambiguities or discrepancies or compliance with the requirements of this contract. The Employer's and/or Others acceptance, receipt of, or review of, or comment on the Consultants drawings or other documents or other matter does not relieve the Consultant from responsibility for the Consultants errors or omissions.

2. Drawing Requirements

All drawings bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly. All drawings, particularly layout drawings, submitted for acceptance are to a scale acceptable to the Employer. All drawings are made to scale and fully detailed and dimensioned. All dimensions marked on the drawings are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.

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

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

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

All drawings additionally comply with the latest revision of the ACSA Cad Specification and Good Practice Guideline.

3. Document Tracking System

The Consultant establishes a document tracking system to record the dates for the supply and receipt of all drawings, calculations, correspondence and requests for information to/from the Employer and/or Others.

4. Submission Schedule

The Consultant submits to the Employer a schedule, within 4 weeks of the starting date and monthly thereafter, of all documents for acceptance. This schedule provides individual titles of drawings and calculations, and their proposed submittal dates, for requested in the Scope and as necessary for the review by the Employer means of compliance by the Consultant with all aspects of the requirements of this contract.

The scheduled date of first submittal, time allowed for acceptance and expected date of issue after acceptance is shown for each document.

5. Document Submissions

The Consultant submits his drawings, designs and calculations for acceptance prior to the start of procurement, as required by the Employer. All such material becomes the property of the Employer.

All correspondence and submissions are prominently identified as relating to the Services and are submitted under the cover of appropriate letters or transmittal notes in accordance with the correspondence procedures which will be advised by the Employer after the signing of the Contract. All documentation supplied by the Consultant to the Employer and/or Others in hard copy is also supplied in electronic format. Unless otherwise specified this is MicroStation or AutoCAD format for drawings and MS Office for all other documents.

The Employer has the right at all times to inspect the Consultant or Subcontractors drawings of any portion of the Services.

The Consultant submits his drawings and other documents to the Employer and/or Others for acceptance in sufficient time to permit modifications to be made and for the document to be resubmitted for acceptance to the Employer without delaying the initial deliveries or the completion of the Services.

Drawings and samples that have been accepted are not departed from in any way whatsoever except as may be provided in the Contract.

If the Consultant requires early acceptance of any documents in order to avoid delay in the completion of the Services, he advises the Employer and/or Others to such effect when submitting the documents.

6. Time Required for Acceptance of Designs & Calculations by the Employer

Not later than one month after receipt, the Employer returns one copy of the document marked "Accepted "Accepted as Noted" or "Not Accepted", as may be appropriate.

The notations "Accepted" and "Accepted as Noted" authorize the Consultant to proceed with the procurement of the part of the Services and/or Works covered by such documents subject to the corrections, if any, indicated thereon. Where documents, prints or drawings have been "Not

Accepted" the Consultant makes the necessary revisions on the document and submits further copies for acceptance in the same procedure as for the original submission of drawings. Every revision is shown by number, date and subject in the revision block on the drawing.

7. Format for Retention

The Consultant retains original documents.

C3.3.4 Programme, Progress Reporting & Meetings

1. Programme

1.1 General Requirements

The programme is submitted in Microsoft Project 2007. The level of detail required is sufficient to enable detailed resource planning, unless otherwise accepted or directed by the Employer.

The programme includes 100% of the work defined by the Contract and captures all deliverables - internal, external, and interim - in terms of the work to be completed, including project management and the work of Others.

The Consultant allows for public holidays and weekends (as non-working days) in his programme and allows 4 weeks of float for each 12 month period. The programme will take cognisance of the legal requirements relating to working hours. The Consultant allows 1 week buffers strategically to facilitate project contingency to mitigate delays in project completion and/or delays to Others and/or delays to the Consultant.

Activities are scaled in week units except for operational disruptions or similar detailed programmes for which activities are specified in days. Activities for which multiple shift working is intended are clearly defined.

Method and resources statements are submitted for critical items to demonstrate that the period allocated fits the overall programme and that the Consultants resources are consistent with the time allowed.

1.2 Other Information to be Shown on the Programme

The other information to be shown on the programme (in addition to the requirements of core clause 31, as applicable), is:

1.2.1 Dates for issue and acceptance of drawings;

1.2.2 Dates for submission of all documents to internal and external stakeholders;

2. Reporting

2.1 Monthly Progress Reports

The Consultant submits monthly progress reports to the Employer. Each report covers a period of a calendar month save that the first report covers the period up to the end of the first calendar month following the starting date. Reports are submitted within one week of the end of every calendar month.

Each report includes:

- 2.1.1 an executive summary,
- 2.1.2 charts and detailed descriptions of the status of the Services in narrative format including each stage of design, drawings and other documents, procurement, manufacture; delivery to Site, construction, erection, commissioning and testing and are related to key dates identified in the Accepted Programme,
- 2.1.3 for the procurement, manufacture and/or fabrication of each main item of Plant & Equipment and/or Works, the name of the Contractor, Contractor's location, percentage progress and the actual or expected dates of commencement of manufacture, inspections, pre-delivery tests and delivery to Site;
- 2.1.4 4 week look-ahead schedule;
- 2.1.5 comparisons of actual and planned progress;
- 2.1.6 colour photographs in digital format showing progress of the Services in the course of manufacture and on the Site, with each set comprising at least 20 colour photographs, individually marked with the date taken, a description of the subject and the direction of view;
- 2.1.7 details of actual and planned resources;
- 2.1.8 updated cash flow showing actuals for the period being reported on and a revised forecast;
- 2.1.9 details of number of each class of the Consultants and each Contractor's and/or Subcontractor's personnel and of each type of the Equipment at the Site for the relevant period;
- 2.1.10 a report on quality including a schedule identifying all quality control and assurance documents, test results and certificates issued during the reporting period;
- 2.1.11 a list of proposed changes to the Scope and the status thereof;
- 2.1.12 a list of instructions from the Employer changing the Scope during the reporting period, detailing their reference numbers;
- 2.1.13 a list of instructions received by the Consultant (other than instructions from the Employer changing the Scope) during the reporting period listing the date of receipt and the nature of the instruction;
- 2.1.14 an updated risk register;
- 2.1.15 a list of all notified compensation events detailing their reference numbers, the date on which the underlying cause, circumstance or event arose and when it first came to attention of the Consultant, the compensation claimed by the Consultant and/or Contractor, the date on which notice and the details thereof were given to the Employer and the status thereof;
- 2.1.16 details and assessment of all areas of concern including details of all notified early warnings and details and assessment of other events and circumstances which may have an adverse cost impact and/or cause delays and details of the corrective or other measures being adopted, or to be adopted to mitigate or overcome such cost impact and/or delay;
- 2.1.17 a current register of drawings and other documents submitted to the Employer or Contractor during the reporting period and the prior reporting period, detailing the date of issue to the Employer or Contractor and, if applicable, the date by which the Employers acceptance is required;
- 2.1.18 a current list of all drawings and documents issued to the Consultant (including the applicable revision) detailing the date of issue and transmittal thereof;

- 2.1.19 a report on health & safety and environmental matters;
- 2.1.20 a report on industrial relations relevant to the Services including industrial relations at the Site and at places of manufacture;
- 2.1.21 details of the financial status of this contract (by way of updated S curves and spread sheets) including status report on payments made and outstanding applications for payment; and
- 2.2.22 such other matters and information (including schedules and charts) as the Employer may require being included in the progress report from time to time.

An electronic copy and 4 hard copies of each progress report are submitted to the Employers Representative on the first Wednesday of each month.

2.2 Additional Weekly and Daily Reports

Following mobilization at the Site the Consultant, in addition, submits to the Employer (in electronic copy and 4 hard copies):

- 2.2.1 weekly reports detailing projected activities for at least 2 weeks ahead of those being reported on and summarising Site activities, indicating numbers of each class of the Consultants and each Contractors personnel on Site (foreign and local), each type of Equipment on the Site, the Plant and Materials on the Site and recording any areas of concern and details of corrective action being taken;
- 2.2.2 daily activity reports summarizing the main activities to be undertaken each day, noting any special activities that require witnessing, together with full particulars and details of obstructions, modified or additional work, incidents, health and safety matters and the number of the Consultants and each Contractors personnel employed in each of the several portions of the work in progress.

2.3 Reports on Disputed Work

For work in respect of which the entitlement of the Consultant and/or Contractor is disputed or of an uncertain nature, the Employer may require the Consultant to submit work detail sheets, for the approval of the Employer, as a record of work done. The sheets are "For record purposes only" and do not give rise to or evidence any compensation event.

2.4 Additional Reports

The Employer is entitled to request the Consultant to provide additional reports when in his opinion they are warranted to monitor the progress of the Works.

3. Meetings

The Consultant attends regular formal meetings as required by the Employer. Meetings may involve Others so that the progress of the Services and/or Works on Site and other works may be reviewed. Such meetings may be held fortnightly or at other intervals as required by the Employer.

The Consultant records these meetings and issues detailed minutes within 1 week.

The Consultant also attends informal weekly meetings on Site as required by the Employer and/or the Contractor.

The Consultant's key persons attend all meetings.

There is an average of four meetings per month.

Part C4: Site Information

1. Description of the Site and its surroundings

1.1 General description

The airport fuel storage facilities are intended to provide a minimum of five-days supply to mitigate supply related operational disruptions. The facility consists of three tank farms, three fuel pipeline receipt systems, one airport fuel supply system and a multitude of appurtenant mechanical, electrical, civil, control and fire protection systems. The fuel depot was constructed in stages between 1969 and 2010. Table 1 below contains some of the key data for the facility.

| Description | |
|----------------------|--------------------|
| Tank Farm 1 | 7 tanks |
| Tank Farm 2 | 4 tanks |
| Tank Farm 3 | 2 tanks |
| NATREF Supply | Primary supply |
| RAIL Supply | Secondary supply |
| MP Supply | Contingency supply |
| Airport apron Supply | 6 pumps |

Table 1: ORTAFS Key data

The site is located at O.R. Tambo Aviation Fuel Service (ORTAFS). This is a restricted area with stringent access control measures put in place. The Consultant is reminded that this is a National Key Point and as such must adhere to all airports rules and regulations regarding health safety, environment, security, fire and access control.

1.2 Access

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

1.3 Permits

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

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

- Proof of having attended the Airside Induction Training course is required for all personal permit applications.
- 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.
- No work shall be done without a written permission in the form of a permit/works order.

1.4 Cell phones and two-way radios

- Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device.
- Cell phone permit issuing authority lies with the ACSA Security department.
- The Consultant will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
- Approved radios may be arranged via said department – payment will be for the account of the Consultant.

1.5 Hidden and other services within site

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

1.6 O.R. Tambo Aviation Fuel Services Layout



Part C5: Annexures

Annex A: Compliance with Codes & Standards

The Works comply with the latest edition codes and SANS and International standards stated below and/or in the Scope and Good Engineering and Construction Practices'. To the extent not stated, the Works comply with internationally recognised codes and standards which are accepted by the Employer.

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

The minimum ACSA fuel facility requirements are:

- (a) the requirements of the Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations 2003;
- (b) Legislation By-Laws and Regulations applicable to the area within which the project falls;
- (c) the code of practice for the Application of the National Buildings Regulations, (SANS 10400);
- (d) JIG Guidelines for Aviation Fuel Quality Control and Operating Procedures;
- (e) the ATEX directives; (*The Regulations apply to all equipment intended for use in explosive atmospheres, whether electrical or mechanical, and also to protective systems*)
- (f) the requirements of the IEC 61508 and IEC 6151 1 standards for functional safety of electrical/electronic/programmable electronic safety-related systems; (SIL3 Certification)
- (g) the recommendations API / EI Aviation Fuel Handling Equipment Standards and Recommended Practices (15xx) and all standards referenced or contained in their Annexures; (*unless there are more onerous requirements stated elsewhere*)
- (h) the recommendations of OIML;
- (i) the requirements of SANS 10089 parts 1 and 2;
- (j) the requirements of SANS 347;
- (k) the requirements of API and ASME standards for valves, flanges, gaskets, tanks, vessels, welding, pumps, piping and other appurtenances, e.g. API 6D, 6FA, 610, 2000, 650, 651, 652, 653, etc. and ASME B16.xx, VII, 831 .3, 831 .4, etc.;
- (l) the requirements and recommendations of the NFPA standards and codes for fire protection and fire safety, e.g. NFPA 10, 11, 13, 15, 16, 20, 22, 24, 30, etc.;
- (m) the requirements of the COLTO Standards, SANS 1921 and SANS 2001 for roads and civil engineering;
- (n) the recommendations of the UK Health and Safety Executive (HSE) Control of Major Hazardous Installations Regulations (COMAH Regulations);
- (o) the recommendations of the UK Environmental Agency in their Pollution Prevention Guidelines (PPG).

The recommendations contained within or made by international and national standards are viewed as the benchmark for *Good Engineering and Construction Practices*¹ and are complied with unless it can be demonstrated that it is not practicable.

¹ Good Engineering and Construction Practices are the relevant practices, standards, recommendations, methods, procedures and acts used internationally by skilled contractors engaged in the design, engineering, construction, testing and commissioning of work similar in nature and extent to the Works that, at a particular time, with the exercise of reasonable judgment, care, attention in light of the facts known or that reasonably should have been known to the party making a decision at the time a decision is or should be made, would be expected to accomplish the desired result in a manner consistent with Laws, reliability, safety, environmental protection, economy and expedition. With respect to the plant and the Works, Good Engineering and Construction Practices include taking reasonable steps to ensure that:

- (i) Adequate materials, resources and supplies are available to undertake the Works under normal conditions;
- (ii) Sufficient engineering, design, construction and safety personnel are available and are adequately experienced and trained to design, construct and test the Works properly, efficiently and within applicable Laws, manufacturer's guidelines and specifications and API and EI standards and recommendations;
- (iii) Appropriate monitoring and testing is done during the design, manufacturing, erection and commissioning to ensure that the Works are constructed to the required standards, tolerances and specifications and that equipment is functioning as designed and to provide assurance that it will function properly under normal conditions;
- (iv) Appropriate protective devices and design features are provided to ensure that safe, reliable, long-term operation of the plant can be achieved, if operated and maintained in accordance with the Operation and Maintenance Manual; and
- (v) Equipment is operated in a manner consistent with applicable Laws and API and EI standards and recommendations and safe to workers, the general public, the environment, plant and equipment.

