



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

**PROJECT NAME AND NUMBER : MECHANICAL GATES REPLACEMENT
: UTN 7710**

**TITLE OF PROJECT: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF NEW
MECHANICAL GATES AND ELECTRIC MOTORS AT UPINGTON INTERNATIONAL AIRPORT**

NEC 3: ENGINEERING AND CONSTRUCTION SHORT CONTRACT (ECSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at UPINGTON INTERNATIONAL AIRPORT

(Registration Number : 1993/004149/30)

and

(Registration Number:)

for **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
NEW MECHANICAL GATES AND ELECTRIC MOTORS AT
UPINGTON INTERNATIONAL AIRPORT.**

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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 **service provider for the supply, installation, testing and commissioning of new mechanical gates and electric motors at Upington international Airport.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) Rands;

(in figures)

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Airports Company South Africa SOC Limited
 Upington International Airport
 Diedricks Street
 Upington
 Northern Cape
 South Africa
 8801

Date

Name &
signature of
witness

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

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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.

For the Employer

For the Bidder

Signature (s)

Name (s)

Capacity

Name and Address **Airports Company South Africa SOC Limited**
 Upington International Airport
 Diedricks Street
 Upington
 Northern Cape
 South Africa
 8801

Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Date		

C1.2 Contract Data**Data provided by the *Employer***

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
	Address	Upington International Airport Diedricks Street Upington Northern Cape South Africa 8801
	Tel No.	021 937 1200
	Fax No.	
	E-mail address	Siphosenkosi.makaula@airports.co.za
11.2(11)	The <i>works</i> are	The supply, installation, testing and commissioning of new mechanical gates and electric motors at Upington International Airport.
11.2(13)	The Works Information is in	the document called 'Works Information' in Part C3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part C4 of this contract.
11.2(12)	The <i>site</i> is	Upington International Airport
30.1	The <i>starting date</i> is.	Upon signing of the contract by ACSA.
11.2(2)	The <i>completion date</i> is.	6 Months after signing of the contract by ACSA.
13.2	The <i>period for reply</i> is	7 (seven) days
40	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>works</i>
41.3	The <i>defect correction period</i> is	2 (two) weeks
50.1	The <i>assessment day</i> is the	On the 15th of each successive month upon receipt of a valid tax invoice.
50.5	The <i>delay damages</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
50.6	The retention is	5% of the Contract value
51.2	The interest rate on late payment is	The prime lending rate of the Nedbank Bank. as determined from time to time.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of the total liability incurred and/or damages suffered to the employer's property	Refer to Part C1.3

82.1	The <i>Employer</i> provides this insurance	Refer to Part C1.3
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained in the Z clauses below.
93.2(2)	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council.
93.4	The <i>tribunal</i> is:	Arbitration
Z	The <i>Additional conditions of contract</i> are Z1 – Z17	
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> 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.	
Z3	Other responsibilities:	
Z4	Extending the defects date:	
Z4.1	Add the following as a new clause 42.5: If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i> .	
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.	
Z4.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data.	
Z5	Termination	

Z5.1	Add the following to core clause 90.2, after the words “or its equivalent”: “or business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
	Additional Z Clauses
Z6	Cession, delegation and assignment
Z6.1	The <i>Contractor</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. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i> .
Z6.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity.
Z7	Joint and several liability
Z7.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z7.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z7.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z8	Ethics
Z8.1	The <i>Contractor</i> undertakes:
Z8.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z8.1.2	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.
Z8.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z8.3	If the <i>Contractor</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.
Z9	Confidentiality

Z9.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</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.
Z9.2	If the <i>Contractor</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> .
Z9.3	This undertaking shall not apply to –
Z9.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</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;
Z9.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</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>Contractor</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;
Z9.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
Z9.4	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>
Z9.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z10	<i>Employer's Step-in rights</i>
Z10.1	If the <i>Contractor</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 subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z10.2	The <i>Contractor</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>Contractor</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.
Z11	Liens and Encumbrances
Z11.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z12	Intellectual Property

Z12.1	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.
Z12.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z12.3	The <i>Contractor</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
Z12.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z12.5	The <i>Contractor</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:
Z12.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z12.5.2	the use of the <i>Contractor's</i> Equipment, or
Z12.5.3	the proper use of the Works.
Z12.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z13	Dispute resolution:
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Z13.1	Appointment of the Adjudicator
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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

Z13.2 Appointment of the Arbitrator

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

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 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

Z14 Notification of a compensation event

- Z14.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

Z15	BBBEE and Tax Clearance Certificates
Z15.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE and Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z16	Communication
Z16.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Project Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
Z16.2	The <i>Project Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z17	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z17.1	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April, 2013) and the relevant parts of its Guidance Notes in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 **Guidance** Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address
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63.2	The percentage for overheads and profit added to the Defined Cost for people is %
63.2	The percentage for overheads and profit added to other Defined Cost is %

11.2(9)	The Price List is in The document called 'Price List' in Part C2.2 of this contract.
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11.2(10)	The offered total of the Prices is R (excluding VAT) in words (excluding VAT)
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PART C1.3 INSURANCE

INSURANCE CLAUSES FOR CAPEX PROJECTS

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA UPINGTON INTERNATIONAL AIRPORT
Physical Address: Airports Company South Africa SOC Limited Upington International Airport Diedricks Street Upington Northern Cape South Africa 8801

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 makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will 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 duly 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

5. procedure is duly completed, signed and received by the Client.
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.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C2 PRICING DATA

C2.1 Pricing Assumptions

All Prices are to be shown including VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

C2.2 Price List

The Price List is as follows:

SECTION A

Item No.	Description	Unit	Qty	Rate	Amount
A1	Site establishment & preliminaries	Item	1		
A2	Sliding gate fabrication & installation	No.	1		
A3	Nylon caster wheels	No.	2		
A4	Track rail	metres	8		
A5	Guide rollers & stops	Item	1		
A6	Hot dip galvanizing	Item	1		
A7	Security features	Item	1		
A8	Vandal-proof fixings	Item	1		
A9	Civil works	Item	1		
A10	Gate motor	No.	1		
A11	Battery backup	Set	1		
A12	Beam sensors	Set	1		
A13	Electrical works	Item	1		
A14	Testing & commissioning	Item	1		

SECTION B

Item No.	Description	Unit	Qty	Rate	Amount
B1.1	Gate motors supply	No.	10		
B1.2	Battery backup	Set	10		
B2.1	Remove existing motors	No.	10		
B2.2	Install motors	No.	10		
B2.3	Electrical connections	No.	10		
B2.4	Calibration	No.	10		
B2.5	Testing motors	No.	10		

SECTION C

Item	Description	Qty	Unit Rate	Amount
C1.1	3kW 3-phase IE3 motor	1		
C1.2	Helical gearbox ~50:1	1		
C1.3	Electromagnetic brake unit	1		
C1.4	Flexible coupling	1		
C2.1	Steel rack (43 m)	43		
C2.2	Pinion gear	1		
C2.3	Rack brackets & fasteners	1		
C3.1	Control panel	1		
C3.2	VSD 3kW	1		
C3.3	Limit switches	2		
C3.4	Wiring & terminals	1		
C3.5	Control interface	1		
C4.1	Base plate	1		
C4.2	Anchor bolts & grouting	1		
C4.3	Supports & shims	1		
C5.1	Mechanical installation	1		
C5.2	Electrical installation	1		
C5.3	Commissioning	1		

SECTION D

Item No.	Description	Unit	Qty	Rate	Amount
D1	Specification compliance	Item	1		
D2	As-built drawings	Item	1		
D3	Training	Item	1		
D4	Health & Safety	Item	1		
D5	Operation & Maintenance Manual	Item	1		
D6	Passwords and End User Licenses	Item	1		

SUMMARY

Section	Amount
Section A	
Section B	
Section C	
Section D	
SUM OF SECTIONS (A +B+C+D)	
Add 10% Contingency	
Sub Total	
Add 15% VAT	
Grand Total	

Part C3: Scope of Work

C3.1 Works Information

1. Project Description

Upington Airport has multiple entrances and access gates providing entry to its premises and operational yards. A condition assessment has revealed that the majority of the installed gate motors are either non-operational or functioning inadequately. The motors that remain operational exhibit significantly reduced opening and closing speeds, while several units have deteriorated due to the absence of a structured preventive maintenance programme.

In addition, both the gate motors and some gate structures are in a poor state of repair. This condition compromises the effectiveness of the airport's security and access control systems, increasing the risk of unauthorized access and security breaches. Consequently, the current state of the access gates may result in non-compliance with aviation security requirements, including the security principles and access control measures prescribed under ICAO Annex 17.

It is therefore recommended that the gate motors and associated gate infrastructure be repaired, refurbished, or replaced as a matter of priority, and that a preventative maintenance programme be implemented to ensure reliable operation, regulatory compliance, and the integrity of airport security.

Goal

To restore and upgrade the functionality, reliability, and security of all access gates and gate motors at Upington Airport, ensuring effective access control, compliance with ICAO Annex 17 requirements, and the protection of airport infrastructure, personnel, and operations.

Objectives

a) Assess Existing Infrastructure

- Conduct a comprehensive condition assessment of all gate motors, gates, control systems, and associated electrical installations.

b) Repair and Replace Defective Equipment

- Repair serviceable gate motors and replace units that are beyond economical repair.
- Repair or replace damaged gate structures and supporting hardware.

c) Improve Access Control and Security

- Ensure all access gates operate reliably and provide controlled access to authorized personnel and vehicles only.
- Reduce the risk of unauthorized entry and security breaches.

d) Enhance Operational Efficiency

- Improve gate opening and closing speeds to support efficient traffic flow and operational activities.
- Minimize downtime caused by equipment failures.

e) Ensure Regulatory Compliance

- Align access control infrastructure with ICAO Annex 17 requirements and applicable airport security standards.
- Address audit findings and security vulnerabilities related to perimeter access control.

f) Implement a Preventive Maintenance Programme

- Establish routine inspection, servicing, and maintenance schedules for all gate motors and gate systems.
- Maintain accurate maintenance records and asset histories.

g) Improve Asset Reliability and Lifecycle

- Extend the service life of gate motors and gate infrastructure through proper maintenance and timely interventions.
- Reduce long-term maintenance costs and emergency repairs.

h) Strengthen Airport Security Posture

- Ensure continuous availability and functionality of all critical access points.
- Support safe and secure airport operations through reliable perimeter and access control systems.

2. Project Scope of Work & Specification

a. Install new gate and motor at Entrance to Airside via the Fuel Depot, that complies with ACSA perimeter fence specification

- Gate frame to be a minimum of 76 x 60 x 2 mm rectangular hollow section frame, with minimum 100 x 60 mm x 2 mm base rail. Minimum 2 x 100mm Diameter nylon caster wheels with 12 mm diameter high tensile steel bolt and bush sleeve.
- 3000 mm high, 7500 mm wide sliding gate
- 1x Gate Motor with Industrial Heavy Duty Gate Motor (2x 7.2Ah 12V batteries)
- Sliding gates shall be controlled manually or by means of an electronically controlled industrial type of motor. Beams sensors to be provided if electronically controlled to prevent collision of gate with passing vehicle.
- Gate frame to be hot dip galvanized as per ISO 1461:2009.
- Temper proof, Cut resistant, Anti-hold and Anti climb features, Anti-burrow
- Finish to remain hot dip galvanized unless elsewhere specified. Contractor to ensure all drillings and fixings to be manufactured prior to hot dip galvanizing process.
- All fixing bolts shall be vandal proof.
- Minimum gap between the underside of gate and road level shall not exceed 50mm.
- Also refer to the detailed drawings (FS02, FS03 & FS06) and the Perimeter Security Fence Specification, to be provided to bidders who attended the briefing session as an addendum.

b. Replace existing Gate Motors with Industrial Heavy Duty Gate Motors (2x 7.2Ah 12V batteries)

- 1x motor – Main Water Pump Station
- 2x motors – double gate at Cargo Entrance
- 2x motors – Main Gate to Airside
- 2x motors – double gate at Terminal Entrance from main road
- 1x motor – Fuel Depot Entrance
- 1x motor – GA Entrance
- 1x motor – GA Gate entrance to Airside

Work Requirements



6. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
ICAO Annex 17 – Aviation Security requirements		
South African Civil Aviation Regulations (SACARs).		
Airports Company South Africa (ACSA) security standards and specifications where applicable.		
Occupational Health and Safety Act (Act 85 of 1993)		
SANS standards for electrical installations and motorized gates.		
Local municipal electrical and building regulations.		

7. Constraints on how the *Contractor* Provides the Works

7.1 Meetings

Regular meetings of a general shall be convened and chaired by the designated person as shown in the table below.

Title and Purpose	Approximate Time & Interval	Location	Chairperson	Required Attendance
<u>Kick-off Meeting</u> - To discuss implementation strategy and agree timelines	90 minutes Once off	UPN Offices (boardroom to be confirmed with the meeting request)	Project Manager	- SCM - The Project Manager - The Contractor
<u>Construction Progress</u> - To track progress as per approved programme - To discuss claims related issues - To discuss Health & Safety performance	60 minutes Bi weekly	UPN Offices (boardroom to be confirmed with the meeting request)	The Contractor	- The Project Manager - The Contractor
<u>Risk Reduction</u> - To discuss means to mitigate identified risks that can have an impact on project execution.	60 minutes Bi weekly	UPN Offices (boardroom to be confirmed with the meeting request)	Project Manager	- The Project Manager - The Contractor
<u>Compensation Events</u> - To discuss compensation events that the Contractor has submitted	As and when required	UPN Offices (boardroom to be confirmed with the meeting request)	Project Manager	- The Project Manager - The Contractor

7.2 Use of standard forms

All NEC forms shall be used as stipulated in the NEC 3 clauses.

7.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 1993/004149/30;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- ACSA BPA No. to be included for every invoice received

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

The invoice to be submitted electronically via an e-mail to siphosenkosi.makaula@airports.co.za

7.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, Plant and Materials, work subcontracted by the *Contractor* and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the *Employer*.

7.5 BBBEE and Preferencing scheme

None

7.6 Facilities to be provided by the *Contractor*

None

7.7 Title to material

The Contractor shall notify the Project Manager in writing regarding all material and equipment that is to be removed from site as a result of this project and no equipment shall be removed offsite without prior approval.

7.8 Design by the *Contractor*

None

8. Requirements for the programme

The Contractor is required to submit a program for approval within 14 days of the award of this contract. This program shall be subject to discussion and review by the Project Manager prior to acceptance.

The Contractor's proposed construction program shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Project Manager. The program shall clearly show:

- (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the Works. Sufficient detail shall be provided to enable the Project Manager to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the program.
- (ii) The sequence of activities and any dependencies (time or resource related) between them.
- (iii) The critical path activities.
- (iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
- (v) The anticipated value of work to be done during each month.
- (vi) Other information specifically required by the Project Manager.

When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

- (i) Expected weather conditions and its effects.
- (ii) Known physical conditions or artificial obstructions.
- (iii) Obtaining permits for all workers and staff, vehicle permits, vehicle operating permits for drivers and operators and radio operators.
- (iv) The accommodation and safeguarding of public and traffic.
- (v) Dealing with, altering and installing services.
- (vi) The reasonable requirements and programmes of the Employer.
- (vii) All other actions required in terms of this contract.

The following details shall be submitted together with the programme.

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels on which the programme is based.
- (iii) The detailed traffic and construction plant accommodation proposals on which the programme is based.

The Contractor shall base its initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Engineer as a result of further examinations made by the Project Manager.

Minor revisions to the approved program may be introduced from time to time by mutual agreement between the Employer, the Contractor. Should the Project Manager believe that a major revision of the program is required, the Contractor will be notified in writing and a revised program shall be submitted within two weeks of receipt of such notification.

It should be noted that it is in the Contractor's interest to provide a comprehensive program giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the program, since the approved program may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.



6. Services and other things provided by the *Employer*

- a. The Employer will make available a potable water connection for domestic purposes only. The Contractor shall supply all connections and distribution pipes as necessary plus a meter and shall bear all costs in connection therewith. The Contractor will bear the cost of water consumed.

The Contractor shall make his own arrangements for his construction water supply requirements as necessary and bear all costs in connection therewith.

- b. The Employer will only be able to make a single phase, 220 volts, power supply available to the Contractor for domestic purposes. The contractor shall be liable for all costs associated with transferring power to the required locations, the provision of a meter and the cost of power consumed.

The Contractor shall make his own arrangements for his construction power supply requirements as necessary and bear all costs in connection therewith.

- c. A suitable area will be made available to the Contractor for his camp. The Contractor shall provide a suitable fence around his camp in order to define its boundaries clearly.

**C4.1: Information about the *site* at time of tender which may affect the work in this contract****1. Access Limitations**

- Access into site will be restricted to permitted personnel through an ACSA permit system and as such all personnel who will form part of staff that will be executing the works shall attend Airside Induction Training.
- The site is a National Key point and bidders must comply with the requirements.
- No access will be granted without a clear “pass” of the breathalyser test, anyone who fails a breathalyser test will be removed from site and no access will be granted again.

Description of the Site and its surroundings

The site comprises a fully operational airport with multiple vehicular and pedestrian access points serving landside, airside, maintenance, operational and security-controlled areas. The works include access gates located throughout the airport precinct, including perimeter and restricted access areas. Upton Airport will remain operational throughout the duration of the contract. Access to the work areas shall be coordinated with Airport Management and Airport Security. The Contractor shall ensure that airport operations, security, emergency access routes, and operational activities are not adversely affected by the Works. Access gates may need to remain operational during construction, requiring phased implementation or temporary access arrangements.

The airport is a security-sensitive facility. Personnel, vehicles and equipment entering the airport shall comply with airport security procedures. Access to restricted and airside areas shall be subject to approval by Airport Management. The Contractor shall comply with ICAO Annex 17 Aviation Security requirements, SACAA regulations and airport security procedures.

The Contractor is deemed to have allowed for the following site conditions:

- High ambient temperatures typical of the Northern Cape region.
- Exposure to direct sunlight and ultraviolet radiation.
- Windblown dust and sand.
- Seasonal rainfall and thunderstorms.
- Operation in an outdoor environment subject to varying weather conditions.

Existing electrical supplies and access control services are available at certain gate locations. The Contractor shall verify the condition and suitability of existing services before connecting any new equipment.

Normal working hours shall be agreed with the Project Manager and Airport Management. Any work affecting airport operations or security-critical infrastructure may be restricted to specific times as directed by the Employer.