



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: KSIA7048/2022/RFP

CONTRACTOR APPOINTMENT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 2X REAR DISEMBARKATION STAIRS AT THE KING SHAKA INTERNATIONAL AIRPORT

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING SHAKA INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and

(The Contractor)

(Registration Number: _____)

for **CONTRACTOR APPOINTMENT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 2X REAR DISEMBARKATION STAIRS AT THE KING SHAKA INTERNATIONAL AIRPORT**

Contents:	No of pages
Part C1 Agreements & Contract Data	[2]
Part C2 Pricing Data	[26]
Part C3 Scope of Works	[41]
Part C4 Site Information	[57]

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: **CONTRACTOR APPOINTMENT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF 2X REAR DISEMBARKATION STAIRS AT THE KING SHAKA INTERNATIONAL AIRPORT**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)
..... Rands;

(in figures) R.....

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Airports Company South Africa SOC Limited

King Shaka International Airport,
La Mercy,
KwaZulu-Natal,
4407

Name &
signature of
witness

*(Insert name and address of
organisation)*

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 King Shaka International Airport, La Mercy, KwaZulu-Natal, 4407	
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Date	.....	.....

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	B: Priced contract with Bill of Quantities
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, King Shaka International Airport
	Address	Airports Company South Africa SOC Limited King Shaka International Airport, La Mercy, KwaZulu-Natal, 4407
	Telephone	(032) 436 6000
	Fax	(032) 436 6672
		TBC
10.1	The <i>Project Manager</i> is:	

	Address	KING SHAKA INTERNATIONAL AIRPORT LA MERCY 4407
	Telephone	
	E-mail address	
10.1	The <i>Supervisor</i> is	TBC
	Address	KING SHAKA INTERNATIONAL AIRPORT LA MERCY 4407
	Telephone	
	Fax	
	Email	
11.2	The <i>works</i> are	DESIGN AND INSTALLATION OF REAR DISEMBARKATION STAIRS AT KING SHAKA INTERNATIONAL AIRPORT
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Availability of As Built information • Access to Site • Site Constraints and Constructability • Delay in supply of materials and/or equipment • Progress of works against the program • Airport Operations • Occupational Health and Safety • Existing Services • Travelling public and ACSA stakeholders
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	Refer to C3.1 'Scope of Works' for the location and boundary of works for the respective phases
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

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

60.1	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	Month	Days	Month	Days
		January	4*	July	1
		February	3	August	2
		March	3	September	2
		April	2	October	2
		May	2	November	3
		June	1	December	1*
		*= The number of working days lost allows for the annual statutory Construction holiday in December and January of each year			
7	Title	No data required for this section of the <i>conditions of contract</i>			
8	Risks and Insurance				
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data			
84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.			
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993			
9	Termination	No data required for this section of the <i>conditions of contract</i>			
10	Data for Main Options				
B	Priced contract with Bill of Quantities	Standard System of Measuring Building Works (Sixth Edition), SANS 1200 Standard Specifications, Particular Specifications (if applicable) and all amended as stated in the preamble to the bill of quantities and as measured for items in bill of quantities			
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 in Annexure A			
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 latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.			

W1.4	The place where arbitration is to be held is	In the city where the Site is located, within 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	
	Delay damages of the <i>works</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.
X16	Retention	
X16.1	The <i>retention percentage</i> is	10% of the Contract value.
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the 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 <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The <i>Contractor's</i> total direct liability to the <i>Employer</i> 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.
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The excluded matters are amounts payable by the *Contractor* as stated in this contract for

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

Z	The <i>Additional conditions of contract</i> are	Z1 – Z20
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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 *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Works:

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

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

Z3 Other responsibilities:

Add the following at the end of core clause 27:

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

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

Z4 Extending the defects date:

Add the following as a new core clause 46:

Z4.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*

Z4.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced

Z4.3 The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data

Z5 Termination

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

Amendment to the Secondary Option Clauses

Z6 Performance Bond

Z6.1 Amend the first sentence of clause X13.1 to read as follows:

The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.

Z6.2 Add the following new clause as Option X13.2:

The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z7 Limitation of liability:

Insert the following new clause as Option X18.6:

Z7.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

Z8 Cession, delegation and assignment

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

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

Z9 Joint and several liability

Z9.1	If the <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.
Z9.2	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.
Z9.3	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> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <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>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.
Z10.3	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.
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>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.
Z11.2	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> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	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;
Z11.3.2	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;

- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z13 *Liens and Encumbrances*

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

Z14 *Intellectual Property*

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 **Dispute resolution:**

Z16.1 **Appointment of the Adjudicator**

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

Panel of Adjudicators
Refer Annexure A

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

Z16.2 **Appointment of the Arbitrator**

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

Panel of Arbitrators
Refer Annexure A

Z17 **Notification of a compensation event**

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

Z18 **BBBEE Certificate**

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

Z19 Communication

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

The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more

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

Z20 Delegation

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

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

Annexure A: ACSA Panel of Adjudicators

One of the following adjudicators shall be selected by the referring party as and when a dispute arises. This panel is valid for a period of three years, commencing on 1 May 2020.

Potential Adjudicator	Email Address	Chamber
Adv. Mkhululi Duncan Stubbs	duncan.stubbs@gmail.com	Thulamela Chambers
Adv. Arzhar Bham SC	bhamae@law.co.za	Victoria Mxenge
Adv. Mohhamed Chohan SC	chohann@counsel.co.za	Group One
Adv. Benny Makola	benny.makola@gmail.com	Group 621
Adv. Vincent Maleka SC	ivmaleka@mweb.co.za	Thulamela Chambers
Adv. Chris Loxton SC	loxton@counsel.co.za	Group One

PART C1.2b CONTRACT DATA**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The <i>completion date</i> is	Six (6) months from the date of signing the contract
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Availability of As Built information • Access to Site • Site Constraints and Constructability • Delay in supply of materials and/or equipment • Progress of works against the program • Airport Operations • Occupational Health and Safety • Existing Services • Travelling public and ACSA stakeholders
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
31.1	The programme identified in the	Preliminary to be submitted with at contract start

Part C1: Agreements and Contract Data**C1.3: Form of Guarantee****PRO FORMA FOR PERFORMANCE BOND****PERFORMANCE BOND****[TO BE REPLICATED ON BANK'S LETTERHEAD]**

Brief description of contract.....

Name and address of Beneficiary.....

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

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

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

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

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

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

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

Signed at _____ on _____ 20....

For:

Registration Number:

Name & Position

As witnesses:

1. _____

2. _____

PART C1: AGREEMENTS AND CONTRACT DATA**C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa King Shaka International Airport, La Mercy, KwaZulu-Natal, 4407

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.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a 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 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 OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for construction projects with a value below R150 million (Excluding VAT) at award and construction period not exceeding 36 months on the AIRSIDE

- Projects with a value below R150 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R150million, and with duration that exceeds 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance

1.1 Contract Works.

- The contractor must secure a contract works insurance cover in respect of all loss or damage for a minimum limit of R150 000, each and every claim;
- The contractor must secure a contract works insurance cover in respect of loss or damage arising from testing or commissioning for a minimum limit of R250 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

1.2 Contract Works SASRIA

- The contractor must secure a contract works SASRIA insurance cover for a minimum limit of R25 000, each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

1.3 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R75 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R75 000 for each and every claim;
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

1.4 Aviation Liability

- The contractor must secure Aviation Liability insurance cover for 3rd party property damage and injury, for a minimum limit of USD250 000 (Two hundred and fifty US Dollars) for each and every claim
- The contractor must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and the contractor

1.5 Professional Indemnity

- All consultants must secure Professional Indemnity cover for a limit of not less than **R5 million** for contracts **under R50 million** at award
- All consultants must secure Professional Indemnity cover for a limit not less than **R10 million** for contracts **over R50 million** at award
- The above is also applicable to contractors who have a material design element, excluding typical P & G related work, as part of their scope
- Proof of cover in the form of a certificate of insurance must be submitted to ACSA before a contract is signed between ACSA and the service provider

PART C2: PRICING DATA

Document reference	Title	Page No.
C2.1	PRICING INSTRUCTIONS: OPTION B	27
C2.2	THE BILL OF QUANTITIES	31

C2.1 PRICING INSTRUCTIONS: OPTION B

1. THE CONDITIONS OF CONTRACT

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (with amendments June 2006 and April 2013) (ECC) Option B states:

Identified and 11

defined terms

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

2. FUNCTION OF THE BILL OF QUANTITIES

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

2.1. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

3. MEASUREMENT AND PAYMENT

3.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
m	metre
mm	millimetre
m ²	square metre
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1 000 kg)
W/day	Work day

4 ADDITIONAL PRICING INSTRUCTIONS

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Bill of quantities. The Contract Data is according to NEC3 ECC: Option B - Priced contract with Bill of quantities. The provided bill is to guide the contractor in pricing the works he expects to carry as per the scope of work.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he/she shows on his/her programme.
3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
4. This Bill of quantities covers the Prov Sums that will be measurable.
5. The Bill of quantities as completed by the Contractor shall be VAT exclusive prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete the works as set forth or as implied in the documents on which this Contract is based.
6. The description of each Prov Sum shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the scope of works.
7. No alterations to the original text shall be allowed. If any alterations are made, they will be ignored, and the original wording will apply.
8. Variations in the scope and extent of the work shall be allowed to meet the Project Manager requirements and shall be measured and priced at the rates entered in the bill of quantities, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any Prov Sums or variations for which rates have not been included in the bill of quantities shall be agreed and priced as non-scheduled Prov Sums.
9. All provisional sums and contingency amounts shall be expended as directed by the Project Manager and any balance remaining shall be deducted from the contract sum.
10. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
11. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
12. Upon appointment, the bidder must further develop detailed specifications with detailed bills of quantities and must be submitted to ACSA within 30 Calendar days from the date appointment with no change to the original tender price. All allowances which formed part of the pricing schedule which belong to the client must form part of the bills of quantities (All client allowances included on the original tendered price will be managed by ACSA)
13. The bills of quantities to be drawn up in accordance with the standard system of measuring building work (as amended) published and issued by the South African Association of Quantity Surveyors.

Where applicable

- a. Civil engineering work to be drawn up in accordance with the provisions of the latest edition of the SANS standardized specifications for civil engineering works where applicable.
- b. Mechanical work to be drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical work, published by the South African Association of Quantity Surveyors.
- c. Electrical work to be drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical work, published by the South African Association of Quantity Surveyors.

- It will be assumed that prices tendered are based on incorporating relevant Acts, Ordinances,
- 15) Regulations, By - Laws, National Standards and International standards as it applies to the scope of works.
 - 16) Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
 - 17) The amount of the preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the preliminaries and any amount in respect of contract price adjustment provided for in the contract.

Part C2.2 BILL OF QUANTITIES

Item No	SANS Reference	Description	Unit	Qty	Rate	Amount
	SANS 1200AA & PSA	<u>SECTION ONE : PRELIMINARY AND GENERAL</u>				
1	8.3	Fixed charges				
1.1	8.3.1	Contractual Requirements	Sum	1		
1.2	8.3.2	Facilities required by Contractor	Sum	1		
1.3	8.3.3	General responsibilities and other fixed-charge obligations	Sum	1		
1.4	8.3.4	Removal of Site establishment on completion	Sum	1		
2	8.4	Time-related charges (for duration of contract, unless otherwise stated)				
2.1	8.4.1	Contractual requirements	Sum	1		
2.2	8.4.2	Facilities for Contractor	Sum	1		
2.3	8.4.3	General responsibilities and other time related obligations	Sum	1		
		TOTAL CARRIED TO FINAL SUMMARY				

Item No	SANS Reference	Description	Unit	Qty	Rate	Amount
	SANS 1200H And PSH	<p><u>SECTION TWO</u></p> <p><u>STRUCTURALSTEELWORK</u></p> <p><u>SUPPLEMENTARY PREAMBLES</u></p> <p><u>Descriptions</u></p> <p>Descriptions of bolts shall be deemed to include nuts and washers</p> <p>Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washersand embedding in concrete</p> <p>Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washersand mortices in brickwork or concrete</p> <p><u>STEEL STAIRS. ETC.</u></p> <p><u>GALVANISED STEEL STAIRS. ETC.</u></p>				
3	8.3.1.2 & PSH2	<p><u>Posts:</u></p> <p><u>Welded square hollow section columns in single lengthswith flat base, cap, bearer and connection plates, bolted to existing apron slab</u></p>				
3.1		150 x 150 x 6mm square hollow section columns	t	0.944		
		<u>Welded base plates</u>				
3.2		350 x 350 x 16mm Base Plates	t	0.092		
		<u>Bolts, Fasteners, etc.</u>				
3.3		HD Bolts M20 Hilti Epoxy Anchor bolts fixed onto existing apron slab including HVU and HAS galvanizing	No.	24		
3.4		25mm mortar caulking under base plates	m ²	2		
4		<p><u>Stairs:</u></p> <p><u>Welded and bolted suspended floor and stairs to link bridge</u></p>				
4.1		200 x 8mm Flat stringer	t	0.376		
4.2		200 x 8mm Flat stringer circular on plan	t	0.158		
		Total carried forward				

Item No	SANS Reference	Description	Unit	Qty	Rate	Amount
		Total Brought Forward				
4.3		8mm Flat plate treads 1282mm long x 400mm wide with 50mm lipped edges, welded to stringers	t	1.076		
4.4		150 x 150 x 8mm angle cleats, 150mm long welded stringers and bolted to landings <u>Bolts, Fasteners, etc.</u>	t	0.014		
4.5		M20 Epoxy Anchor Bolts	No.	8		
5	8.3.9 & PSH2	<u>Stair Intermediate Landing:</u> <u>Welded square hollow section radial beams in single lengths fixed to column and intermediate landing</u>				
5.1		100 x 100 x 6mm square hollow section radial beams <u>Welded circular hollow section strut fixed to column and intermediate landing</u>	t	0.288		
5.2		50mm Diameter x 3.5mm thick CHS strut <u>Welded and bolted suspended floor and edging</u>	t	0.05		
5.3		8mm Flat plate landing	t	1.394		
5.4		Circular cutting	m	5		
5.5		200 x 8mm Flat stringer circular on plan welded to landing <u>Bolts, Fasteners, etc.</u>	t	0.158		
5.6		M12 Bolt	No.	6		
5.7		6mm plate bolted through and welded to column and strut	t	0.002		
6		<u>Landing to Fixed Link Concrete Nib:</u> <u>Welded and bolted suspended floor and edging</u>				
6.1		8mm Flat plate landing	t	0.502		
6.1		200 x 8mm Flat stringer bolted to concrete nib. <u>Bolts, Fasteners, etc.</u>	t	0.218		
		Total carried forward				

Item No..	SANS Reference	Description	Unit	Qty	Rate	Amount
Total Brought Forward						
6.3	PSH2	M20 Epoxy Anchor Bolts	No.	12		
7		<u>Roof Soffit Plate:</u>				
		<u>Welded plate soffits</u>				
7.1		4.5mm plate with commercial shaped ends as per the drawing detail	t	1.924		
7.2		Circular cutting	m	20		
7.3	8.3.7	200mm to 100mm taper x 6mm Stiffners including 50mm notched semi circular drainage openings, as per the detail	t	0.848		
7.4		100 x 6mm Plate edge trim welded to soffit	t	0.084		
7.5		100 x 6mm Plate edge trim circular on plan welded to soffit	t	0.094		
7.6		50 x 50 x 3mm Square hollow section screen dropper posts welded to edge trim and soffit	t	0.126		
8		<u>Handrails:</u>				
		<u>Stainless Steel Handrails, Balustrades, Etc.</u>				
		<u>Grade 316 Stainless Steel Balustrades, Etc. to stair</u>				
8.1		50 x 8mm Flat posts	m	44		
8.2		12mm Diameter solid rails	m	312		
8.3		12mm Diameter solid rails circular on plan	m	80		
8.4		50 x 3.5mm Circular hollow section handrail	m	40		
8.5		50 x 3.5mm Circular hollow section handrail circular on plan	m	10		
9	8.3.10 & PHS1	<u>Tests</u>				
		<u>Weld testing</u>				
9.1		X-Ray test of various lengths butt weld joint to various thicknesses web plate	No.	20		
9.2		MPI testing of all fillet welds	Prov Sum			20 000.00
9.3		Provide the sum of R20,000.00 for quality control inspection by an authorised independent inspection authority	Prov Sum			20 000.00
9.4		Mark up on item 9.3	%			
Total carried forward						
Item No.	SANS Reference	Description	Unit	Qty	Rate	Amount
Total Brought Forward						

10	8.3.1	<u>Supply and Fabrication (Shop Drawings)</u>				
10.1		Prepare and provide Shop Drawings.	Sum			
11	SANS 1200HC and PSHC	<u>SURFACE PREPARATION AND COATING APPLICATION PAINTING</u>				
	8.2.3 & PSHC1	<u>Touch-up Inorganic Zinc primer, one coat Inorganic Zinc primer undercoat to 60-70 micron dry film thickness and one high build micaceous iron oxide epoxy to 75 - 100 micron dry film thickness and one high build surface tolerance epoxy finishing coat to 15 or equal to 125 micron dry film thickness and Two Polyurethane Enamel architectural finishing coat to 50 - 60 micron dry film thickness.</u>				
11.1		On structural / galvanised steel columns, beams, etc	m ²	182		
11.2		On plate floors	m ²	72		
		TOTAL CARRIED TO FINAL SUMMARY				

Item No	SANS Reference PS	Description	Unit	Qty	Rate	Amount
		<u>SECTION THREE</u> <u>SUNDRY AND RAIN SHIELD</u>				
12	PS.4.1	<u>Anodised Aluminium Door</u>				
12.1		. Sundry building works: Demolition and alterations to the existing building façade and Supply and Installation of Anodised Aluminium Door as per drawing specifications. Refurbishment of façade to ensure aesthetics are maintained.	sum			
12.2	PS.4.2	<u>Electrical Installation</u> Supply and install Lockable cabinet at the door on the inside with a 220V essential power outlet 3 pin plug socket and A wireway or conduit with draw wire to run the network cable from the lockable cabinet to the terminal building in the fixed portion of the loading bridge.	sum			
12.3		Supply and install LED strip light	No	4		
	PS.4.3	<u>Electronic Installation (Access Control)</u>				
12.4		The parts for the access control for each door shall be obtained from the OEM who are currently contracted to ACSA. Mark up on item 12.4	Prov Sum			35 000.00
12.5	PS.4.4	<u>Special Hoarding and Signage</u> Supply and erect hoarding and signage necessary to perform the works.	sum			
12.6	PS.4.5	<u>Relocation and re-routing of services</u> Providing for the protection and relocation of existing services which include but is not limited to Electrical systems, IT system, Fire prevention, Fuel hydrant etc	Prov Sum			35 000.00
12.7	PS.4.6	<u>Apron</u> Alterations and making good to the existing apron surface and markings	sum			
	PS.4.7	<u>Rain Shield</u>				
12.8		4mm Clear Polycarbonate Wind Screen	m	18		
12.9		50 dia Rain water downpipe with mild steel post	m	12		
12.10		Box gutter	m	15		
12.11		50 dia Fulbore Outlet	No	2		
		TOTAL CARRIED TO FINAL SUMMARY				

Item No	SANS Reference	Description	Unit	Qty	Rate	Amount
		<u>SECTION FOUR</u>				
		<u>GENERAL</u>				
13	PS.6	<u>Existing Stairs</u>				
13.1		Heavy duty non-slip abrasive strip/nosing	No.	85		
	PS.1	<u>Engineering Services (Design)</u>				
13.2		Professional services for review of available drawings and Design alterations_	Sum			
	PS.2	<u>Occupational Health and Safety Compliance</u>				
13.3		Adherence to ACSA's occupational health and safety guidelines in full compliance to relevant legislation and industry standards and norms. Includes the preparation of the necessary safety files and supervision by the necessary competent persons.	Sum			
	PS.3	<u>Training, Induction and Permits</u>				
13.4		ACSA issued training and access permits (Reimbursed based on proven cost and mark up)	Prov Sum			50 000.00
13.5		Mark up on item 13.4	%			
		TOTAL CARRIED TO SUMMARY				

<u>Item No..</u>	<u>SUMMARY</u>	<u>Page No.</u>	<u>Amount</u>
1	SECTION ONE		
2	SECTION TWO		
3	SECTION THREE		
4	SECTION FOUR		
	SUB-TOTAL		
	ADD: ALLOWANCE FOR CONTINGENCIES		R 500 000.00
	TOTAL EXCLUDING VAT		
	ADD: VAT @15%		
	TOTAL FIXED PRICE VALUE INCLUDING VAT		

PART 3: SCOPE OF WORK

Document reference	Title	Page No
C3.1	<i>Employer's Works Information</i>	[41]
C3.2	<i>Contractor's Works Information</i>	[56]

TABLE OF CONTENTS

Clause number and description	Page
Part 3: Scope of Work.....	39
C3.1: Employer's works Information	41
1. Description of the <i>works</i>	Error! Bookmark not defined.
2. Contract Management	44
3. Engineering and design of the <i>works</i>	45
4. Procurement	47
5. Construction.....	47
6. Plant and Materials standards and workmanship	50
2. List of drawings.....	51
C3.2 <i>Contractor's Works</i> Information	55

PART C3

SERVICE INFORMATION (SCOPE / SPECIFICATIONS)

C3 SCOPE OF WORKS

C3.1: EMPLOYER'S WORKS INFORMATION

1. DESCRIPTION OF THE WORKS

1.1 EMPLOYER'S OBJECTIVES

The objective of this project is to :

- Manufacture, supply and install rear disembarkation staircases affixed to Passenger Loading Bridges (PLB), using past architectural and technical drawings for similar works carried out in 2012 and 2014 at King Shaka International Airport. (Included in the works is a design element for alterations to the existing design to allow for the staircases to fit the area identified for installation)
- Construction of a door access to the stairs from the PLB.
- Replacement of abrasive strips on the existing stairs to restore slip resistance.
- Work to be completed within 6 months from contract start date including final completion and hand-over.

Non-Disclosure

All information including design information regarding this project may not be shared with 3rd parties without the written consent of ACSA Procurement and ACSA Legal. All parties and companies involved in this project may be required to sign a non-disclosure at the time of appointment.

1.2 OVERVIEW OF THE WORKS

The manufacture and installation of the rear disembarkation staircases on fixed PLB links are required to allow passengers to disembark and board simultaneously from the rear of certain aircraft as well as gain access through the fixed link of the passenger loading bridge to fast track and allow swift facilitation of passengers.

The works will be carried out using a turnkey approach with design and construction forming part of the same contract, to be executed by the contractor. The Design element will entail design of alterations required to ensure the staircase fits in the allocated space relative to the existing light masts.

Further to the installation of the staircases the Apron surface markings, bumper rails and fuel hydrant emergency stop will be attended to.

1.3 EXTENT OF THE WORKS

The contract comprises of the manufacturing and installation of rear disembarkation stairs and the replacement of abrasive strips on the five existing staircase steps. The construction work will be carried out such that works that will generate FOD and is likely to disturb operations will be priced as **night works** (work executed after operational hours – Operational hours are regarded as the time between flight operation i.e.: First flight in the morning and last flight at night).

*Note: Night Operational hours are generally from 23:30pm to 04:30am. Operational hours vary on a daily basis. The appointed bidder along with the Employers Project Manager will need to track these times and plan accordingly.

The only works to be done during normal daylight hours shall be activities that the contractor demonstrates will not affect airport operations.

The contractor shall provide a method statement, risk assessment, and complete the application for a hot works permit for all works regarded as Hot works by the employer. Submission is to be made to the Employers safety department.

The deliverables for the project are as listed below:

1.3.1 Staircase requirements:

- The stairs flights and landings are to be fabricated in painted mild steel with aluminium checker-plate tread liners.
- Heavy duty abrasive strips (e.g. anti-slip stair nosing, rubber grit strips etc) are to be installed on the steps to prevent slip and falls.
- The upper landing is set one step below the finished-floor-level of the PLB and is to be bolted to the face of the concrete underside of the PLB
- Provide weather protection for the staircase
 - The stairs is provided with a polycarbonate windshield fixed to mild steel posts that form part of the balustrading construction.
 - The roof, flights and landing are carried by three (3) mild steel posts that are bolted to the apron concrete surface. Lighting is incorporated in the posts.
 - The roof has a rubberized upper finish for waterproofing, insulation and noise reduction and is connected to the PLB with a flexible clear PVC "gutter" to allow for a weather-protection connection.
- A 32mm Stainless-steel handrail is provided on both sides of the stairs.
- Heavy duty abrasive strips installed on existing staircase steps.

1.3.2 Passenger loading bridge requirements:

- Heavy duty aluminium and glass door to be fitted to the PLB
 - Left-hand, outward opening with a minimum clear width of 1500mm.
 - Provide fixing points to secure door open position under windy conditions.
 - Door closer mechanism able to withstand heavy winds and prevent door from slamming.
 - Access control is to be provided to ACSA's requirements.
 - The internal cladding and duct doors are to be removed and reinstated as part of the door installation.
- The external aluminium cladding is to be removed and replaced with a waterproofed assembly incorporating the door and to match all existing finishes.
- The electrical and sprinkler services are to be adequately protected and, in the case of the electrical services, re-routed if required to accommodate the new door.

1.3.3 Apron requirements:

- The existing apron surface markings are to be removed and new markings to be painted according to the Aerodrome Manual ICAO Annexure 14.
- The existing bumper rails and protections to be removed and repositioned after construction to ACSA's requirements. The removed bumper rails are to be safely stored by the Contractor in the site camp until they are reinstalled.

- The Fuel Hydrant Emergency Stop is to be protected and the sign is to be lowered as required.
- All services fixed to the PLB structure is to be protected.
- Relocation of the Fuel Hydrant Emergency Stop such that it is still accessible during construction.

General

- (a) All Airside regulations and restrictions in terms of security, safety, access, permits, etc. are to be adhered to at all times and by all team members.
- (b) Provision of Health and Safety file and work permits according to the relevant legislations and requirements of the employer to be explained by the Employers Project Manager at the start of the project.
- (c) Provision of a traffic management plan; traffic accommodation to be done during construction. Plan to include daily/ weekly notification of planned works for publication to social media platforms.
- (d) Provision of detailed program for sequencing of works and method statements. Programme to be updated as the project progresses.
- (e) Provide hoarding that will be able to resist heavy winds and withstand from falling on the airside, creating FOD to barricade the works area. This will be presented to the Employer for acceptance.
- (f) The works that will be conducted as day works must be planned and set to minimise the disruption to the Airport operations. Therefore on site work needs to be minimised both in terms of the total duration and the time during which use of the airport access gate will be affected by the works involved in the installation of the rear disembarkation staircases and restoring (making good) all finishes.
- (g) All site dimensions and levels are to be carefully checked prior to the manufacture of all the components in order to minimise the installation time required, by preventing the need for alterations and disabling and reassemble of components on site.

2. Contract Management

2.1 Management meetings

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer's Project Manager will call for regular meetings to be held on the site, at which the Contracts Manager of the Contractor and the Site Supervisor of the Works will always be required to be present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g. representatives of the various Sub-Contractors, etc.

Proper minutes of these meetings will be kept by the Employer's Project Manager and copies will be circulated to all persons attending the meetings and to others who need to be kept informed

2.2 The contract

Risk reduction meetings are to be held monthly during pre-installation, installation and project close out phase. Meetings will be minuted and distributed within a week. Site Supervisor attendance is required.

2.3 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in Part C.1.2 of the "Works Information

2.4 Environmental constraints and management

The contractor must take into consideration all Airside regulations and restrictions in terms of security, safety, access, permits, etc. are to be adhered to at all times and by all team members

In order to minimise the disruption to the Airport operations, site work needs to be minimised both in terms of the total duration and the time during which use of the airport access gate will be affected by the works involved in the installation of the rear disembarkation staircases and restoring (making good) all finishes. All site dimensions and levels are to be carefully checked prior to the manufacture of all the components in order to minimise the installation time required.

2.5 Quality assurance requirements

Within the period stated in the Contact Data, the *Contractor* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*.

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

2.6 Programming

The contractor is to make provision of 4 weeks from date of contract signing for the acquiring of permits on site.

The contractor is to submit a works execution programme giving timelines along with planned activities for review and approval by the Employer.

2.7 The *Contractor's* Personnel

As stipulated in the tender data, the key resources required in managing and delivery of the project are the Contracts Manager, Site Supervisor and Health and Safety Officer. The bidder must ensure that the required resources are compliant in terms of Construction Regulation (2014) pertaining to competency, skills, responsibility, and professional registration. *The Bidder* must ensure that the key resources have a comprehensive understanding and applicability of the NEC Contract Agreement stipulated in the contract data. The employer's expectation is that the key resources have the necessary experience in managing, scheduling, planning and delivery of the works.

Resources tendered with must be resources that will form part of the project, change in resource will require an equivalent resource replacement.

2.8 Insurance provided by the Employer

All in insurance information shall be as stipulated under C1.5 ACSA Insurance clauses. Insurance related queries should be addressed to nokulunga.masiza@airports.co.za through the ACSA project manager for the project.

2.9 Provision of bonds and guarantees

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

2.10 Records of Defined Cost, payments & assessments of compensation events to be kept by the Contractor

All records are to be kept by the Contractor either in hard copy or electronic format and sent to the Project Manager in electronic format and where original signatures are required the hard copy records will be delivered to the Project Manager.

2.11 Training workshops and technology transfer

Not applicable

3. Engineering and design of the works

3.1 Employer's design

This project follows on the success of the installation of five (5) disembarkation staircases with the express intent to improve the turnaround time for aircraft passenger embarkation and disembarkation during normal operations.

The architectural drawings and designs from the previous installation shall be provided by the employer to be reviewed and signed off by the Contractors engineer, for acceptance and understanding of the installation requirement as per designs provided.

3.2 Parts of the works which the Contractor is to design

The Contractor as part of the contract is required to appoint an Engineer. The engineer will be required to review the available information from the previous rear disembarkation staircase projects completed at KSIA, and input any missing information deemed necessary to execute the project successfully.

The position of the light mast relative to the PLB varies for each PLB as a result the engineer will also be responsible to make the necessary alterations to the staircase to ensure the staircase configuration fits in the allocated positions relative to the Light mast of the respective PLB.

The contractor is then to provide the necessary shop drawings from the manufacturer for approval by the Employer before manufacturing.

The project stages will be as follows:

Stage 3: Design Development

The Engineer appointed by the Contractor will review the drawings received from the employer, and make all necessary alterations to ensure disembarkation stairs will fit the installation area.

Stage 4: Documentation

The contractor will prepare shop drawings for approval by the employer prior to the manufacturing of the stairs and construction.

Stage 5: Construction phase

The Contractors Engineer will issue amendments to any design elements that may be required. Regular inspections of the works for conformity to the design and contract documentation will be conducted by the contractors contracts/project manager and with the Employers Project manager. The contractor will also be responsible to notify the employer of the practical completion.

Stage 6: Close Out

The contractors contracts/project manager with the employers project manager will fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.

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

The Contractor is to submit all designs to the Employer's project manager for approvals.

3.4 Use of *Contractor's* design

Not applicable

3.5 Equipment required to be included in the *works*

Not applicable

3.6 As-built drawings, operating manuals and maintenance schedules

All drawings prepared for this project is the property of Airports Company SouthAfrica and are to be handed over after the project's completion or the contractor leaves the site, whichever comes first.

All airport operating manuals shall be adhered to in order to minimize disruptions to operations by the execution of these works and shall be provided by the Project Manager to the Contractor.

All Environmental and Health and Safety requirements must be adhered to as per ACSA requirements.

4 **Procurement**

4.1 **Subcontracting**

All agreements entered between the main contractor and sub-contracting entities are strictly between the contracting parties. The main contractor will remain accountable for the full implementation of the works

The contractor may subcontract the Engineering position of the works to a suitably qualified professional to execute the design alterations and review all information provided by the Employer for the execution of the works.

4.1.1 **Limitations on subcontracting**

There are no limitations to subcontracting on the contract.

4.2 **Plant and Materials**

Plant & Materials provided “free issue” by the *Employer*

Plant and materials to execute the works are to be provided by the Contractor.

4.3 **Contractor's procurement of Plant and Materials**

Not applicable

4.4 **Tests and inspections before delivery**

Testing shall be conducted on all welds, the manufactured stairs shall be inspected and measurements verified before delivery for assembly on site to minimise installation time required.

4.5 **Signed inspection reports are to be submitted to the Project Manager.**

Marking Plant and Materials outside the Working Areas

Not applicable, the contractor will be paid for completed works and not material on site.

4.6 **Contractor's Equipment (including temporary works)**

The Contractor is to adequately barricade the working area to ensure that there is no interruption to airside operations during the course of their work.

The contractor may be required to relocate the emergency Fuel stop outside of the barricaded area, such that is still accessible for use during the construction period. At all times the Fuel hydrant must be protected.

5 **Construction**

5.1 **Temporary works, Site services & construction constraints**

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

- *The Contractor is required to have airside permits for personnel and vehicles*
- *Vehicles to be used on the airside must be less than 7 years old*

Restrictions to access on Site, roads, walkways and barricades

The Contractor is required to barricade the works area to ensure no disturbance to airside operations.

People restrictions on Site; hours of work, conduct and records shall be adhered to.

- Safety File in accordance with the Aviation Authority and Airports Company South Africa, as may be amended from time to time is required prior to the commencement of work on site - Annexure: Safety Requirements provides the requirements.
- Personal Protective Clothing appropriate for the task at hand is required
- Only personnel with the required permits will be allowed on site
- Day works will be conducted during 07h30 to 16h30 Monday to Friday and night works from 23:30pm to 04:30am.
- The contract will allow for 5 days standing time to cater for possible stoppage or interruption to works that may occur during day works as may be requested by Employer for compliance and/or operational reason that are not the fault of the Contractor.

5.2 Title to materials from demolition and excavation

The materials removed during the alterations of the PLB to fit the door access shall be evaluated and all material that is still of monetary value or can be traded will be treated as such and funds submitted to ACSA. All other material that is regarded as waste is to be discarded by the Contractor.

5.3 Contractor's Equipment

The contractor is to keep a register of all equipment on site, this record is to be shared with Employer during the monthly site meeting.

5.4 Equipment provided by the Employer

Not applicable

5.5 Site services and facilities provided by the Employer

The Employer will provide the following site services and facilities:

- An area to establish a site office will be provided on the landside
- Ablution facilities on the airside
- Water
- Fire protection

5.6 Facilities provided by the Contractor

The Contractor is required to provide the following:

- Site accommodation
- Storage facilities
- Vehicles to compile with ACSA permit requirements. (Vehicle not older than 7 years for access on to the airside)

The site office and storage facilities are to be dismantled on completion of the project and area to be cleared.

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

The disembarkation stairs are to be fixed to the existing PLBs and door access is to be provided accordingly. The contractor is required to inspect the existing structure and prepare a method statement for the alteration ensuring all existing services are protected.

5.8 Setting out of the works

The works area is to be barricaded appropriately before commencement of works. The area to be barricaded for the works to take place will be evaluated and approved by all applicable ACSA stakeholders and departments.

5.9 Site conditions and requirements

This project is on the Airside of the airport and therefore strict adherence to the associated regulations and restrictions in terms of security, safety, access and permits is mandatory.

5.10 Construction requirements

The disembarkation stairs are to be connected to the existing PLB which will be fitted with a heavy-duty aluminium and glass door.

The external aluminium cladding is to be removed and replaced with a waterproofed assembly incorporating the door and to match all existing finishes.

The electrical and sprinkler services are to be adequately protected and, in the case of the electrical services, re-routed if required to accommodate the new door.

All assembling that can be conducted off site should be conducted as such to minimize installation time required. Dimensions and levels are to be carefully checked prior to the manufacture of all components.

5.11 Completion, testing, commissioning, and correction of Defects

Work to be done by the Completion Date

All work is to be done by the Contractor shall be completed by the Completion Date.

The Project Manager cannot certify Completion until all the work has been completed and is also free of Defects which would have, in his opinion, prevented the Employer from using the works and Others from doing their work.

5.12 Use of the works before Completion has been certified

Not applicable

5.13 Materials facilities and samples for tests and inspections

Not applicable

5.14 Commissioning

Not applicable

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

Not applicable

5.16 Take over procedures

The site will be handed over to the Employer once the Contractors contract\project manager has signed off the works as complying to specifications and design drawings

The Employers project manager will then inspect the works for defects and create a snag list, the works will be handed over once all defects have been rectified.

5.17 Access given by the *Employer* for correction of Defects

Access will be given by the employer to the Contractor to rectify any defect that may occur during the defects liability period.

The contractor is to obtain the necessary permits at their own cost and ensure all necessary barricade and or safety measures are implemented so as to not disturb airport operations.

5.18 Performance tests after Completion

Not applicable

5.19 Operational maintenance after Completion

Not applicable

6 Plant and Materials standards and workmanship

6.1 Applicable National And International Standards

The Contractor is referred to the following documents whether attached to this document or not:

- Specification for HIV/AIDS Awareness (CIDB)
- Construction Regulation, SHE (Safety, Health and Environmental) and latest amendments of relevant act(s)
- Model Preambles for Trades 2008
- SABS 064: "Preparation of steel surfaces for coating"
- SABS 763: "Hot-dip (galvanized) zinc coatings"
- SABS 1091: "National colour standards for paint"
- BS 5493: "Code of practice for protective coating of iron and steel structures against corrosion"
- ISO standards and in specific ISO 12944 standards
- Other applicable SANS documentation

6.2 Agrément Certificates

Agrément certificate that confirms fitness-for-purpose of a non-standardised product, material or component or the acceptability of related replacement members will be applicable.

6.3 Plant And Material Provided By The Employer

Not applicable

6.4 Services And Facilities Provided By The Employer

A designated area will be allocated to the appointed contractor on appointment for site establishment where the necessary offices, ablution and storage facilities shall be erected by the contractor.

6.5 Other Services And Facilities

The Contractor shall provide any artificial lighting which may be necessary or required for the proper execution of the works, and provide electric power and water required by all Sub-Contractors, Nominated Sub-Contractors and Sub-Contractors appointed directly by the Administration.

The Contractor shall give all notices and pay all fees in connection with temporary electrical and water connections and shall connect temporary Electrical and Water meters for and pay for all electricity and water consumed.

The Contractor is advised that the permanent light fittings and water points of any kind installed in the Works are not to be used to provide temporary lighting and supplement water requirements for construction purposes.

7 List of drawings

1.1. Drawings issued by the *Employer*

Drawing number	Title
1	Architectural Drawing
2	Architectural elevation Drawing
3	Technical Drawing
4	South elevation
5	West Elevation
6	Section A
7	Section B
8	Section Details & Specs
9	Light Detail
10	Door Plan Detail
11	Door Schedule

8 Project Specifications

The project Specification forms an integral part of the contract and supplements the Standard Specifications. It contains variations, amendments and additions to the Standardized Specifications and if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications (Including the Project Specifications) and the drawing and/ or the Bill of Quantities, the discrepancy shall be resolved by the Employer's Project Manager before the execution of the work under the relevant item.

8.1 Part A: General

Contains a general description of the works, the site and the requirements to be met

PS.1 Engineering Services

The Contractor as part of the contract is required to appoint an Engineer. The engineer will be required to review the available information from the previous rear disembarkation staircase projects completed at KSIA, and input any missing information deemed necessary to execute the project successfully.

The position of the light mast relative to the PLB varies for each PLB as a result the engineer will also be responsible to make the necessary alterations to the staircase to ensure the staircase configuration fits in the allocated positions relative to the Light mast of the respective PLB.

PS.2 Occupational Health and Safety Compliance

Adherence to ACSA's occupational health and safety guidelines in full compliance to relevant legislation and industry standards and norms. Includes the preparation of the necessary safety files and supervision of the works by the necessary competent persons.

PS.3 Training, Induction and Permits

ACSA's requires all persons working on the airside to abide to Permits requires. These include but are not limited to Permit to work, Personnel permits for all staff and Hot works permit. The necessary inductions, training and or applications to obtain the relevant permits to execute the works must complied to.

A mark up is allowable to be charged by the contractor for all permit and training related costs

PS.4 Sundry items

PS.4.1 Anodised Aluminium Door

The tendered sum is to cover the cost to demolition and make alterations to the existing building façade and

Supply and Installation of Anodised Aluminium Door as per drawing specifications.

Refurbishment of façade must be conducted such that the aesthetics are maintained and any new work matches with the existing finishes..

PS.4.2 Electrical Installation

The following electrical installation requirements are applicable to enable access control installation and should be covered under the sum tendered. All installations are to be compliant with the relevant electrical standards.

Description	Unit	Quantity
• Lockable cabinet at the door on the inside with a 220V essential power outlet 3 pin plug socket	no	1
• A stable and secure door frame	no	1
• A robust (hold open) Mechanism	no	1
• A wireway or conduit with draw wire to run the network cable from the lockable cabinet to the terminal building in the fixed portion of the loading bridge.	no	1
• A place to mount the naclock and door sensor into the door frame	no	1

PS.4.3 Electronic Installation

Access control is required on the door installed for access to the rear disembarkation staircases. The contractor is to provide the required electrical components to enable the installation of the access control by the Original equipment Manufacturer (OEM) currently contracted to ACSA, who will finalise the installation of the access control readers.

The list provide below lists the material and provisions required for the access control

CYNAPS SUPPLY (OEM)

Description	Unit	Quantity
• Axon with power supply	no	1
• Card reader	no	1
• Maglock and break glass and door contact	no	1
• Cable to wire from reader to Axon	m	10
• 4 core screened cable wire from Axon back to the lonworks network	m	100

A mark up is allowable to be charged by the contractor for handling costs.

PS.4.4 Hoarding and Signage

Provide hoarding that will be able to resist heavy winds and withstand from falling on the airside, creating FOD to barricade the works area. This will be presented to the Employer for acceptance. Construction advisory signage is to be displayed at all times to caution and accommodate all stakeholders.

PS.4.5 Relocation of and re-routing of Services

Providing for the protection and relocation of existing services which include but is not limited to Electrical systems, IT system, Fire prevention, Fuel hydrant etc

PS.4.6 Apron

Alterations and making good to the existing apron surface and markings shall be conducted according to apron marking drawings and where alterations are required these are to be conducted according to the ICAO Aerodrome Manual Annexure 14

PS.4.7 Rain Shield

For protection against inclement weather and ensuring drainage is adequately provided linked to the roof structure.

PS.6 Existing Stairs

Supply and installation of heavy duty non-strip abrasive strip and or nosing.
The recommended abrasive strips shall be subject to approval by the Employer's Project Manager.

8.2 Variations and additions to the standardized specifications**Sub-clause reference**

The sub clause in brackets refers to the sub-clause in the particular in the standardized specifications of SANS 1200.

PSA GENERAL (SANS 1200AA)**PSA1 Scheduled fixed-charge and value-related items (Sub-clause 8.3)**

Payment shall be affected as follows:

Seventy-five percent (75%) of the lump sum tendered shall be paid when the Contractor's stores, offices, etc. are substantially complete, provided that sufficient plant and labour to commence construction at the programmed rate has arrived at the site of the Contract and is in working order.

The remaining Twenty-five percent (25%) in the final certificate of completion. The final certificate of completion will only be issued when the Contractor has cleared the entire site to the

satisfaction of the Employer's Project Manager and removed all the plant, offices and stores that might have been used for the duration of the Contract.

PSH Structural Steelwork (SANS 1200AA)

PSH1 Testing (sub-clause 8.3.10)

Add the following:

A suitably qualified third party will be procured through the contract to conduct quality control inspections on all testing and review test results facilitated by the Contractor.

The Contractor will be able to charge a mark up for facilitation of the process

PSH2 Supply and Fabrication (sub-clause 8.3.1.2)

Add the following:

The item shall also include delivery to site, erection on site, erection bolts to be priced as per item schedule on the bill of quantities. All welding (shop and site welds) costs shall be included in the tendered rate.

The rate shall also include cost for corrosion protection where galvanising of the steel stairs is applicable.

PSH3 Flooring (sub-clause 8.3.9)

Add the following:

The item shall also include delivery to site, erection on site, erection bolts to be priced as per item schedule on the bill of quantities. All welding (shop and site welds) costs shall be included in the tendered rate.

The rate shall also include cost for corrosion protection where galvanising of the flooring is applicable.

PSHC Corrosion Protection of Structural Steelwork (SANS 1200AA)

PSHC1 Painting (sub-clause 8.2.3)

Add the following:

Contractor to provide guarantee on painting conducted

Touch-up Inorganic Zinc primer, one coat Inorganic Zinc primer undercoat to 60-70 micron dry film thickness and one high build micaceous iron oxide epoxy to 75 - 100 micron dry film thickness and one high build surface tolerance epoxy finishing coat to 15 or equal to 125 micron dry film thickness and Two Polyurethane Enamel architectural finishing coat to 50 - 60 micron dry film thickness.

C3.2 CONTRACTOR'S WORKS INFORMATION

The contractor is required to appoint an engineer that will review all drawings and make the necessary alterations to the design of the rear disembarkation staircases so as to ensure that the staircase fits in the allocated positions relative to the light masts.

All Plant and Materials to execute the works must meet all requirements and specifications as stipulated in the Scope of Works, drawings and BOQ.

PART C4: SITE INFORMATION

Document reference	Title	Page No
C4	Site Information	[57]

Core clause 11.2(16) states

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

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

Description of the Site and its surroundings

General description

The site is located on the airside of the airport, works will be performed in a live environment with ongoing airport operations.

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

The works will interface with the People loading bridges (PLB), with refurbishments required on the existing PLB for the installation of an aluminium door for access to the disembarkation stairs. Light masts are positioned adjacent to the PLB, the disembarkation stairs to be installed must be adjusted to fit the area relative to the light masts.

Subsoil information

Not applicable

Hidden services

The contractor is to work carefully to ensure that services that may be hidden are not damaged during construction, and is to make the employer aware of such services.

Other reports and publicly available information

The drawings issued along with any comments and remarks are to be deemed as the available information from employer.