



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER:

TITLE OF PROJECT: REPLACEMENT OF SPRINKLER SYSTEM AT KING SHAKA AIRPORT
FOR A PERIOD OF 24 MONTHS

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

[DRAFTING NOTE: INSERT CONTRATOR NAME]

(Registration Number : _____)

for

REPLACEMENT OF SPRINKLER SYSTEM AT KING SHAKA
AIRPORT FOR A PERIOD OF 24 MONTHS

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Part C1: Agreements and Contract Data
C1.1: Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **REPLACEMENT OF SPRINKLER SYSTEM AT KING SHAKA AIRPORT FOR A PERIOD OF 24 MONTHS**

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): _____

(in figures): _____

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the Bidder:

 (Insert name and address of
 organisation)

Name & signature
 of witness

Date

Acceptance:

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

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

Part C4 Site Information

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

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

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

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 _____

Name (Insert name and address of
& organisation)
signature of Date
witness _____

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.

For the Employer		For the Bidder
Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
Name and Address	Airports Company South Africa SOC Limited	.....
	King Shaka International Airport	.....
Name & Signature of witness	(Insert name and address of organisation)	(Insert name and address of organisation)

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 conditions of contract 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)	X7: Delay damages X16: Retention X17: Low Performance Damages X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The Employer is (Name)	Airports Company South Africa SOC Limited, Applicable at King Shaka International Airport
	Address	Airports Company South Africa SOC Limited King Shaka International Airport
	Telephone	032 436 6000
	Fax	N/A
10.1	The Project Manager is	Phumelele Dladla
	Address	King Shaka Drive La Mercy 4407
	Telephone	
	E-mail address	
10.1	The Supervisor is	Tlhoriso Tsoaeli
	Address	King Shaka Drive La Mercy 4407
	Telephone	
	Email	
11.2	The works are	Replacement of Sprinkler Pipes at KSIA

11.2	The following matters will be included in the Risk Register	Availability of As Built information Access to Site Site Constraints and Constructability
11.2	The Works Information is in	Part C3 'Scope of Works' section of this contract
11.2	The Site Information is in	Part C4 'Works Information' section of this contract
11.2	The boundary of the site is	N/A
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period of reply is	Seven (7) days
3	Time	
31.2	The starting date is	Upon signing of the Contract by ACSA
11.2	The completion date is	24 Months from the Starting Date
30.1	The access date is	2 weeks from Starting Date
31.1	The Contractor submits a first (preliminary) programme with the tender by the tender closing date.	Baseline Program to be submitted upon issue of PO.
32.2	The Contractor submits revised programmes at intervals no longer than	Four (4) weeks
35.1	The Employer is not willing to take over the works before the completion date	The Employer and Others will have access to the works during construction or prior to completion. Such access by the Employer and Others shall not relieve the Contractor from liability for the completion of the works in accordance with the Works Information and in terms of this contract.
4	Testing and Defects	
42.2	The defects date is	Twelve (12) months after Completion of the whole of the works
43.2	The defects correction period is	Two (2) weeks
5	Payment	
50.1	The assessment interval is	Every four Weeks. Completion comprises of material delivery, installation, testing and commissioning. Payment will be made for the works completed.
50.1	The currency of this contract is the	South African Rand
51.2	The period within which payment is made is	Four (4) weeks

51.4	The interest rate is	The prime lending rate of the Nedbank Bank. as determined from time to time			
6	Compensation events				
60.1	The weather measurements 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 weather data for each weather measurement for each calendar month are	Month	Days	Month	Days
		January	1	July	4
		February	1	August	3
		March	2	September	2
		April	2	October	2
		May	3	November	2
		June	3	December	1
7	Title	No data required for this section of the conditions of contract			
8	Risks and Insurance				
84.1	The Employer provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data			
84.2	The Contractor 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 conditions of contract			
10	Data for Main Options				
B	Priced contract with Bill of Quantities	See Pricing Schedule			
11	Data for Option W1				
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below			
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council			
W1.4	The tribunal is	Arbitration			
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)			
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.			

W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
	Delay damages of the works are	Amount per day is 0.05%, to the maximum of 10% of the Contract value if the contractor delays the works beyond the agreed upon duration.
X16	Retention	
X16.1	The retention percentage is	5% of the Contract value – Payable after the 12-month defects correction period.
X18	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.
		The excluded matters are amounts payable by the Contractor as stated in this contract for Loss of or damage to the Employer's property, 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 Additional conditions of contract are	Z1 – Z20
	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:
Z3.1	Add the following at the end of core clause 27: 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:
Z4.1	Add the following as a new core clause 46: 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:
Z7.1	Insert the following new clause as Option X18.6: The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00

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

Additional Z Clauses

- Z8 Cession, delegation, and assignment
- Z8.1 The Contractor shall not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the Contractor
- Z8.2 The Employer may cede and delegate its rights and obligations under this contract to any person or entity

- Z9 Joint and several liability
- Z9.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the Employer for the performance of the Contract.
- Z9.2 The Contractor shall, within 1 week of the Contract Date, notify the Project Manager and the Employer of the key person who has the authority to bind the Contractor on their behalf.
- Z9.3 The Contractor does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.

- Z10 Ethics
- Z10.1 The Contractor undertakes:
- Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2 The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3 If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

- Z11 Confidentiality
- Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Project Manager or the Employer, which consent shall not be unreasonably withheld.
- Z11.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Project Manager.
- Z11.3 This undertaking shall not apply to –

Z11.3.1	Information disclosed to the employees of the Contractor for the purposes of the implementation of this agreement. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the 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

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

Panel of Adjudicators

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

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

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

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

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 working areas are	Only the Site Area. See C4 'Site Information'
24.1	The Contractor's Key people 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 completion date is	24 months from the Starting Date
11.2	The following matters will be included in the Risk Register	Existing Services Access to Site Delay in supply of material and/or equipment Progress of the works against the program Travelling public and ACSA stakeholders
11.2	The Works Information is in	Part C3 'Scope of Works' section of this contract
31.1	The programme identified in the	

Part C1: Agreements and Contract Data
C1.3: Form of Guarantee

PRO FORMA FOR PERFORMANCE BOND (NOT APPLICABLE FOR THIS CONTRACT)

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

[EACH AIRPORT TO CONFIRM WITH SAFETY DEPARTMENTS WHETHER THERE IS ADDITIONAL SAFETY DOCUMENTATION TO BE ATTACHED THAT CONTRACTOR SHOULD BE AWARE OF]

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:
The Occupational Health & Safety (Act 85 of 1993) and its regulations and
The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COLD 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 Drive La Mercy

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

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.

"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 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.

All documents attached or refer to in the above Agreement form an integral part of the Agreement.

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.

Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.

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.

This Agreement shall be binding for all work the Mandatory undertakes for the client.

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

INSURANCE

The Mandatory undertakes to comply with:

- (i) 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.
- (ii) 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.
- (iii) Public Liability Insurance Cover as required by the Subcontract Agreement.
- (iv) 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:

- (i) 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.
- (ii) 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.

- (iii) The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
- (iv) 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.
- (v) 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.
- (vi) The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
- (vii) Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
- (viii) 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.
- (ix) No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
- (x) All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
- (xi) 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.
- (xii) 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.
- (xiii) 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.
- (xiv) 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

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

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

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for PROJECTS with a value below R50 million on the LANDSIDE

- Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R50 million, and with a 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 of a minimum 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 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R275 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R500 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

1.3 Professional Indemnity

- All consultants must secure Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity cover of R5 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

2. Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

- Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance.
- But please note that details of all projects with a value below R50million, 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

2.1 Contract Works

- The contractor must secure a contract works insurance cover of a minimum 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

2.2 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R525 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R750 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for damage to aircraft, for a minimum limit of R750 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

2.3 Professional Indemnity

- All consultants must secure Professional Indemnity cover of R5 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity cover of R5 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

3. Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the LANDSIDE

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za).

3.1 Contract Works

- The contractor must secure a contract works insurance cover as follows:
 - i) a minimum limit of R300 000 each and every claim - all civil works and earthworks
 - ii) a minimum limit of R300 000 each and every claim - all other claims
 - iii) a minimum limit of R700 000 each and every claim – other property insured
- 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

3.2 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R275 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R500 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

3.3 Professional Indemnity

- All consultants must secure Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity cover of R10 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

4. Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the AIRSIDE

- Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za).

4.1 Contract Works

The contractor must secure a contract works insurance cover as follows:

- i) a minimum limit of R300 000 each and every claim - all civil works and earthworks excluding runways
- ii) a minimum limit of R300 000 each and every claim - runway rehabilitation
- iii) a minimum of R700 000 each and every claim – new runway construction
- iv) a minimum limit of R300 000 each and every claim - all other claims
- v) a minimum limit of R700 000 each and every claim – other property insured

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

4.2 Public Liability

- The contractor must secure Public Liability insurance cover for 3rd party property damage, for a minimum limit of R1 025 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for removal of lateral support, for a minimum limit of R1 250 000 for each and every claim;
- The contractor must secure Public Liability insurance cover for damage to aircraft, for a minimum limit of R1 250 000 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

4.3 Professional Indemnity

- All consultants must secure Professional Indemnity cover of R10 million;
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, must secure Professional Indemnity cover of R10 million;
- The consultant must submit to ACSA proof of cover in the form of a certificate of insurance before a contract is signed between ACSA and consultant.

5. Insurance requirements for PROJECTS with a value above R1 billion, on either LANDSIDE or AIRSIDE

- The deductibles stipulated above on paragraphs 1; 2; 3; and 4 do not apply to projects with a value above R1 billion
- Applicable deductibles will be determined on a project-by-project basis when insurers are approached for cover
- Details of projects above R1 billion should be forwarded to ACSA Treasury (Nokulunga.masiza@airports.co.za), before the publication of the tender document.

PART C2: PRICING DATA

Please note: pricing schedule is inclusive of tools, and PPEs (Including cost of OHS Act compliance and COVID-19 compliances), consumables and cost of movement during execution of work.

Pricing Schedule 1

Items	Price
Safety File	R
Permits (based on proven costs)	R20 000
Total	R

Pricing Schedule 2 (Equipment)

Items	Rate	Days	Total
Cherry Picker	R	150	
Scaffolding (Including Tower and Platforms to be installed inside the canopy)	R	150	
Total			R

Pricing Schedule 3 (Material)

Items	Unit Price	Total	Total
Fittings	R		R
Sprinkler Heads	R		R
Provision (On proven Cost)			R400 000
Total			R

Pricing Schedule 4 (Labour)

Items	Quantity	Total
Drop off Canopy	Sum	R
Baggage Hall	Sum	R

Airside Work	Sum	R
AHU Plant Room Modification	Sum	R
Total		R

Labour price should include tools and PPE. All labour rates should be based on night (afterhours) rates.

Pricing Schedule 5 - Mark Up on Bought Out Items

Bidder to complete

Value of Item or Services	**Mark-up (Contractor to fill in) (Y)	Spares amount for budget purposes *Z*	Total mark-up values to be budgeted- (Contractor to fill in) = (*Z*x Y)
R0 - R2,000	%	R20 000.00	R
R2,001 - R5,000	%	R30 000.00	R
R5,001 - R10,000	%	R50 000.00	R
R10,001 - R50,000	%	R70 000.00	R
Sub-total D (Third party Mark-up) (Note: Should be part of the form of offer and acceptance)			R

Pricing Schedule 6 – Inspections and Certification

Item	Total
Assessment of Findings	R
ASIB Inspection	R
Reports	R
As Built Drawings	R
TOTAL	R

Pricing Summary

Pricing Schedule 1	R
Pricing Schedule 2	R
Pricing Schedule 3	R
Pricing Schedule 4	R

Pricing Schedule 5	R
Pricing Schedule 6	R
Total	R
Contingencies (10% of the Total)	R
Total Excluding VAT	R
VAT	R
Total Including VAT	R

Part 3: Scope of Work

Document reference	Title	No of pages
C3.1	This cover page Employer's Works Information	1

C3.2	Contractor's Works Information1	
	Total number of pages	

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C3.1: Employer's works Information

3.1.1 Description of the works

The objective of this scope is to replace all corroded equipment, which is inclusive of corroded sprinkler pipes, sprinkler heads and supports. The old equipment is to be disposed by the contractor and the new equipment is to be supplied to replace and retrofit the existing infrastructure. The corroded pipes are to be replaced with Hot Dipped Galvanized steel to ensure compliance with SANS 10287 and Automatic Sprinkler Inspection Bureau (ASIB).

90% of the material has been procured, a provision has been made for additional material that may be required to complete the project.

The current fire sprinkler pipelines and fittings will be decommissioned and replaced with Hot Dipped Galvanized Steel and painted with red paint in accordance with SANS 10287 and ASIB Rule book 12th Edition. The below listed are the details of the equipment currently in the automatic sprinkler system, however all the measurements and parameters must be verified and confirmed against the drawings and on site by the *Contractor*.

The successful bidder will be responsible for the following:

1. Verifying quantities and confirming/communicating the specific quantities (inclusive of fittings, fasteners, and hangers) with the *Employer* on site.
2. Creating a removal and installation plan - A detailed program specifying the activities, time and resources are to be submitted and work will commence upon approval by *Employer*.
3. Decommissioning/Removal of existing fire sprinkler lines according to the approved removal plan.
4. Supply and delivery of the sprinkler system equipment as per the specifications in SANS 10287. Pipe specifications (minimum pipe thickness) to comply with SANS 10287 and:
 - SANS 62-1 Pipes suitable for threading and of nominal size not exceeding 150 mm
 - SANS 62-2 Screwed pipes and pipe fittings of nominal size not exceeding 150 mm
5. Welding (where applicable) and surface treatment of sprinkler system pipes according to SANS 10287
6. Installation of sprinkler system and all associated equipment according to SANS 10287
7. Clearing of site - The bidder will be responsible for the disposal of the old material (classified as scrap by the *Employer*); the bidder must provide a value for disposal of the pipes, sprinkler heads and associated scrap. A disposal certificate will be required from the bidder
8. Pressure Testing of the entire fire sprinkler system upon completion and provide a report
9. ASIB Inspection after installation and provide inspection certificate
10. Handover and Provide ACSA with the following documents at handover:
 - 10.1 ASIB Inspection Certificate
 - 10.2 Equipment manuals and test certificates
 - 10.3 Sprinkler pipe testing methods: Inspection, Hydraulic Pressure Test and Weld Integrity Test In accordance to SANS 10287, SANS 62-1 and SANS 62-2
 - 10.4 Surface treatment (Hot dipped galvanizing and powder coating) certification according to SANS 10287 and SANS 1091
 - 10.5 System pressure testing certificate
 - 10.6 As-built drawings for the Alpha, Charlie bridges pick up zone and drop off zone of new the sprinkler system installation/layout.

Extent of the Services:

The successful bidder will be required to verify quantities and communicate them with the Employer on site. The current fire sprinkler pipelines will be decommissioned and replaced with Hot Dipped Galvanized Steel in accordance with SANS 10287 and ASIB Rule book 12th edition. All piping and fittings are to be coated/painted with signal red colour, and the colour coding is to comply with SANS 10287 and SANS 1091. The contractor will be responsible for the supply, delivery, and installation of equipment as well as disposal of old equipment. The Galvanized pipe specifications, welding, installation, and painting shall be according to SANS 10287 and ASIB recommendations.

90% of the material is already on site, a provision will be made for additional material that may be required to finish the project.

The Contractor is to submit a detailed program clearly demonstrating the schedule of activities as well as the time and resources allocated for each activity. The program will be deemed successful once signed for approval by the Employer.

All construction related work that may disrupt airport users (passengers and staff) movement is to be carried out during the airport's non-operational times (22:00 to 04:00).

The Contractor is to provide own tools, equipment, barricades, transportation and PPE required to perform work.

The following are locations where the work will be performed.

Zone no.	General Location	Specific Location
1	Drop off Area (Inside the Canopy)	Elevated Road ("Drop Off Zone") area ceiling
2	Baggage Hall	
3	Airside Work	Self Service Fuelling Depot
4	AHU Plant Room	Basement Plant Room

Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa SOC Limited
KSIA	King Shaka International Airport
OHS	Occupational Health and Safety
SANS	South African National Standards
ASIB	Automatic Sprinkler inspection Bureau
IMC	Infrastructure Management Control

3.1.2 Contract Management

Management meetings²

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

Health and safety risk management

- (i) The Project Manager shall be entitled to fine the *Contractor* low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.
- (ii) The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.
- (iii) It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.
- (iv) All persons on company premises shall obey all health and safety rules, procedures, and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.
- (v) All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Project Manager.
- (vi) The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request. The following areas in the company are declared as "HOT WORKS PERMIT" areas:
 - All airside areas
 - All basement areas
 - All areas accessible to the public
 - All enclosed areas
 - The terminal building
- (vii) Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.
- (viii) Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- (ix) All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.
- (x) No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

² The information in this section is required by the contract. Do not delete.

- (xi) No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.
- (xii) The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
- (xiii) The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- (xiv) At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. In cases where the project is for the replacement or refurbishment of the Sprinkler System, care must be taken to prevent fire hazards.
- (xv) The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Project Manager). All costs relating to uniforms shall be for the Contractor's account.

Environmental constraints and management

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

At no time, shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Quality assurance requirements

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

Programming

The *Contractor* shall provide the project schedule to the Project Manager, detailing all key dates to the projects, i.e., forecast start, forecast finish etc.

The *Contractor's* Personnel

Minimum of 3 x Technicians and 6 x technical Assistant required to perform the works on site.

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.

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

Invoices shall be supplied on email as electronic copies to the Project manager. Payments to be made upon proven costs and work completed as per the bill of quantities.

Training workshops and technology transfer

N/A

3.1.3 Engineering and design of the works

Employer's design

N/A

Parts of the *works* which the *Contractor* is to design³

As built drawings of the Sprinkler Pipe System on the Charlie and alpha Bridges.

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

As built drawings will be submitted with the handover documentation and approved by the *Project Manager* prior to acceptance.

Use of *Contractor's* design

³ The information in this section is required by the contract. Do not delete.

The As Built drawings will be handed over to ACSA. 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. Refer to Z14.

Equipment required to be included in the *works*⁴

Contractor to supply own equipment (tools and scaffolding/cherry picker) required to execute the works.

3.1.4 Procurement

The *Contractor* will respect OEM warranties to the Employer always when procuring spare parts, products, or 3rd party services. It will be the *Contractor's* sole responsibility to ensure that OEM warranty requirements are adhered to always.

Where the *Contractor* uses or quotes on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Project Manager on the quotation. This also implies that the *Contractor* must build relationships with the various key OEM's.

The *Contractor* must adhere to all airport requirements regarding fire, health and safety when procuring replacement of sprinkler system and/or other equipment or spares.

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

3.1.5 Personnel:

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Project Manager.

3x Technician/Artisan
6x Technical Assistants

Subcontracting:

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

3.1.6 Construction

The *Contractor* must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer's business. Therefore,

⁴ The information in this section is required by the contract. Do not delete.

within reason and with prior arrangement with the *Contractor*, the Employer might require the following from time to time:

- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Communicating with current service provider in order to reduce risk to passenger loading bridges
- Providing access to other contractors
- Removing scrap from site
- Recommending improvements on maintenance procedures
- Safe / legal disposal of used and irreparable spares

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

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

The *Contractor* shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The *Contractor* must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the *Contractor* will have no claim against the Employer if a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

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

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

Equipment provided by the *Employer*

The employer will provide temporary storage of material.

Site services and facilities provided by the *Employer*⁵

Employer will provide power, water, waste disposal, ablutions, fire protection, lighting etc, as required by core clause 25.2

Facilities provided by the *Contractor*

All piping and other material specified in the bill of quantities, consumables, tools and equipment required to execute the project

Site conditions and requirements

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

At no time, shall the *Contractor*:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard
- cause traffic with airport users

The *Contractor* will be required to do housekeeping and will be required to clear site and dispose of old material.

Construction requirements

Installation and decommissioning procedure to be provided by the *Contractor* and approved by the *Employer* (*Project Manager*). The program to clearly show sequence of activities, timelines, and resource allocations.

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date⁶

All work is to be done by the *Contractor* shall be completed by the Completion Date as per the program of activities as agreed by the *Contractor* and *Project Manager*.

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.

Use of the *works* before Completion has been certified⁷

N/A

⁶ The information in this section is required by the contract. Do not delete.

Materials facilities and samples for tests and inspections

N/A

Commissioning

To be conducted after installation and successful testing of the system.

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

Isolation and start-up to be performed by the *Employer*.

Take over procedures

Final handover from the *Contractor* to the *Project Manager* to be done once all the works have been completed and agreed upon.

Access will be given by the *Employer* for correction of Defects

Permits will be arranged by the *Employer* for defects that need to be resolved by the *Contractor*.

Performance tests after Completion

Testing for leaks in the system will be required at full operating pressure.

Operational maintenance after Completion

N/A

3.1.7 Plant and Materials and Workmanship

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

The employer will provide storage and a cherry picker subject to availability

Tests and inspections before delivery⁸

On completion of installation, notwithstanding the requirements of SANS 10287, the fire sprinkler installation shall conform with requirements of the latest edition of ASIB rule book.

Marking Plant and Materials outside the Working Areas⁹

Barricading controls shall be implemented by the *Contractor* and authorised as part of the safe work system to protect persons from hazards such as:

- being struck by falling objects.
- fall from height, including falling into open excavations, penetrations, and falls from unprotected edges such as removed flooring, walkways, stairs and / or hand railings.
- unauthorised entry into a confined space or work area; and
- any potentially hazardous work processes, for example, hot works, scaffolding, radiation work and work involving asbestos.

Barricading controls shall also be implemented and authorised as part of the incident management and emergency response procedures.

It shall be ensured that safety signs are erected by the *Contractor* to warn workers of specific hazards and to communicate necessary precautionary measures and emergency actions.

Contractor's Equipment (including temporary works)

Erecting of scaffolding and/or cherry picker will be required for the works

i) Building works

SANS 10400: The Application of the National Building Regulations

ii) Civil engineering and structural works

N/A

iii) Electrical & mechanical engineering works

- SANS 1475: The production of reconditioned fire-fighting equipment Part 2: Fire hose reels and above-ground hydrants
- SANS 10287: Automatic sprinkler installations for firefighting purposes
- SANS 1091:2012 National Colour Standard
- SANS 62-1 and SANS 62-2: Steel Pipes
- SANS 543: Fire hose reels
- ASTM A795: Standard for the inspection, testing and maintenance of water-based fire protection systems
- Automatic Sprinkler Inspection Bureau (To comply with attest Edition)

iv) Process control and IT works

N/A

v) Generic Specifications:

The Contractor shall comply with all applicable laws, rules and regulations including without limitation the following:

- [Air Traffic and Navigation Services Company Act](#), No.45 of 1993
- [Airports Company Act](#), No.44 of 1993
- [Aviation Act](#), No.74 of 1962
- [Aviation Laws Amendment Act, No 82 of 1997](#)
- [Carriage by Air Act](#), No.17 of 1946
- [Civil Aviation Offences Act](#), No.10 of 1972
- [South African Civil Aviation Authority Act](#), No.40 of 1998
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996
- The ACSA Permit regulations

3.1.8 List of drawings

Drawings issued by the *Employer*

Drawing number	Revision	Title
TMB-BFB-ME-XX-DE-FTD5-00		Terminal Building – Concrete Tank & Pumphouse Detail
TMB-BFB-ME-02-SP06-00 (B01)		Terminal Building Departures Level Sprinkler Ceiling Protection Layout
TMB-BFB-ME-02-SP07-00 (B01)		Terminal Building Departures Level Roof Void Sprinkler Layout
TMB-BFB-ME-0G-DB-SP03-00 (B01)		Terminal Building Arrivals Level Sprinkler Layout

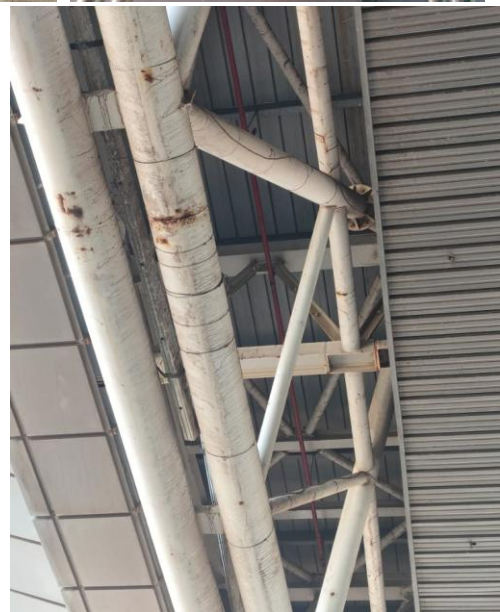
C3.2 Contractor's Works Information

Scope of Work

The current fire sprinkler pipelines and fittings will be decommissioned and replaced with Hot Dipped Galvanized Steel and painted with red paint in accordance with SANS 10287 and ASIB Rule book 12th Edition. The below listed are the details of the equipment currently in the automatic sprinkler system, however all the measurements and parameters must be verified and confirmed against the drawings and on site by the successful bidder:

Departures Level Covered Roadway: (refer to TMB-BFB-ME-02-SP07-00 (B01) attached)

- DN25 pipe at 885m
- DN32 pipe at 705m
- DN40 pipe at 294m
- DN50 pipe at 24m
- 858 Sprinkler Heads (68°C Red Bulb)
- 2 X Fire Hydrants



Automatic sprinkler system Design and Operating conditions.

Equipment	Operating Temperature	Operating Pressure	Flow Rate	Design Pressure
Fire Hydrant	-	1000kPa	1200L/min	1300 kPa
Swing-type Fire Hose Reel	-	300kPa	30L/min	390 kPa
Sprinkler Heads (Red Bulb)	68°C	1000kPa	3000L/min	1300 kPa

The successful bidder will be responsible for the following:

- Verifying quantities and confirming/communicating the specific quantities (inclusive of fittings, fasteners, and hangers) with the *Employer* on site.
- Creating a removal and installation plan - A detailed program specifying the activities, time and resources are to be submitted and work will commence upon approval by *Employer*.
- Decommissioning/Removal of existing fire sprinkler lines according to the approved removal plan.
- Supply and delivery of the automatic sprinkler system equipment as per the specifications in SANS 10287. Pipe specifications (minimum pipe thickness) to comply with SANS 10287 and:
 - SANS 62-1 Pipes suitable for threading and of nominal size not exceeding 150 mm
 - SANS 62-2 Screwed pipes and pipe fittings of nominal size not exceeding 150 mm
- Welding (where applicable) and surface treatment of automatic sprinkler system pipes according to SANS 10287. Surface finish colour to match existing pipes.
- Installation of automatic sprinkler system and all associated equipment (according to SANS 10287) to retrofit current system - Fire Hydrant, Fire Hydrant Valves and sprinkler heads should be like for like or equivalent to not affect original design intent.
- Clearing of site - The bidder will be responsible for the disposal of the old material (classified as scrap by the *Employer*); the bidder must provide a value for disposal of the pipes, sprinkler heads and associated scrap. A disposal certificate will be required from the bidder
- Pressure Testing of the entire fire automatic sprinkler system upon completion and provide a report
- ASIB Inspection after installation and provide inspection certificate
- Handover and Provide ACSA with the following documents at handover:
 - 10.1 ASIB Inspection Certificate
 - 10.2 Equipment manuals and test certificates
 - 10.3 Sprinkler pipe testing methods: Inspection, Hydraulic Pressure Test and Weld Integrity Test In accordance to SANS 10287, SANS 62-1 and SANS 62-2
 - 10.4 Surface treatment (Hot dipped galvanizing and powder coating) certification according to SANS 10287 and SANS 1091
 - 10.5 System pressure testing certificate
 - 10.6 As-built drawings for the Alpha, Charlie bridges pick up zone and drop off zone of new the automatic sprinkler system installation/layout.

Extent of the Services:

The successful bidder will be required to verify quantities and communicate them with the Employer on site. The current fire sprinkler pipelines will be decommissioned and replaced with Hot Dipped Galvanized Steel in accordance with SANS 10287 and ASIB Rule book 12th edition. All piping and fittings are to be coated/painted with signal red colour, and the colour coding is to comply with SANS 10287 and SANS 1091. The contractor will be responsible for the supply, delivery, and installation of equipment as well as disposal of old equipment. The Galvanized pipe specifications, welding, installation, and painting shall be according to SANS 10287 and ASIB recommendations.

The following are locations where the work will be performed.

Zone no.	General Location	Specific Location
1	Terminal Building Covered Walkway	Elevated Road ("Drop Off Zone") area ceiling
2	Baggage Hall	Baggage Hall
3	Airside	Self Service Fuelling Station
4	AHU Plant Room	Basement

The Contractor is to submit a detailed program clearly demonstrating the schedule of activities as well as the time and resources allocated for each activity. The program will be deemed successful once signed for approval by the Employer.

To minimize traffic inside and outside the terminal building, it is advisable that work is carried out in zones. All construction related work that may disrupt airport users (passengers and staff) movement is to be carried out during the airport's non-operational times (22:00 to 04:00).

The Contractor is to provide own tools, equipment, barricades, transportation, and PPE required to perform work.

PART C4: SITE INFORMATION

Document reference	Title	No of pages
C4	This cover page Site Information	1
Total number of pages		

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.

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4407