



## C1.1 Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

### **REPLACEMENT OF THE JET-A1 FUEL HYDRANT SYSTEM PIT VALVES AT O. R. TAMBO INTERNATIONAL AIRPORT**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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 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 exclusive of VAT is     | R |
| Value Added Tax @ 15%                                   | R |
| The offered total of the amount due inclusive of VAT is | R |
| (in words)  |   |

(The above amount should be calculated as per the guide provided in the Section C2.2: activity schedule [Grand Total]. In the event of any conflict between the amount above and the activity schedule [Grand Total], the latter shall prevail.)

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 tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:



## Acceptance

By signing this part of this Form of Offer and Acceptance, the 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 at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Unless the tenderer (now *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 Ltd  
O. R. Tambo International Airport  
ACSA Admin. Building  
4<sup>th</sup> Floor North Wing Offices  
Kempton Park  
1627

Name & signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.



## Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

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

| No. | Subject | Details |
|-----|---------|---------|
| 1   |         |         |
| 2   |         |         |
| 3   |         |         |
| 4   |         |         |
| 5   |         |         |

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

### I. For the Tenderer:

### II. For the Employer

Signature \_\_\_\_\_

Name \_\_\_\_\_

Capacity \_\_\_\_\_

On behalf of (Insert name and address of organisation) \_\_\_\_\_

**Airports Company South Africa SOC Ltd**  
**O. R. Tambo International Airport**  
**ACSA Administration Building**  
**4<sup>th</sup> Floor North Wing Offices**  
**Kempton Park**  
**1627**

Name & \_\_\_\_\_  
signature of  
witness

Date \_\_\_\_\_



## C1.2 ECC3 Contract Data

### Part a - 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  |
|----------|--|---|
| <b>1</b> | <b>General</b>   |   |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option |   |
|          | Main Option<br>dispute resolution Option   | <b>A: Priced contract with activity schedule</b><br><b>W1: Dispute resolution procedure</b>   |
|          | and secondary Options  | <b>X2: Changes in the law</b><br><b>X5: Sectional Completion</b><br><b>X7: Delay damages</b><br><b>X13: Performance Bond</b><br><b>X16: Retention</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b> |
|          | of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)                   |   |
| 10.1     | The <i>Employer</i> is:  | <b>Airports Company South Africa SOC Limited</b><br><b>Reg. No 1993/004149/30 VAT no 4930138393</b>   |
|          | Address  | <b>O. R. Tambo International Airport</b><br><b>Private Bag X1</b><br><b>3<sup>rd</sup> Floor ACSA North Wing Offices</b><br><b>OR Tambo International Airport</b><br><b>1627</b>  |
|          | Tel No.  | <b>011 921 6911</b>   |
| 10.1     | The <i>Project Manager</i> is  | <b>To be advised</b>  |
|          | Address  |   |
|          | Tel No.  |   |
|          | e-mail   |   |
| 10.1     | The <i>Supervisor</i> is   | <b>To be advised</b>  |
|          | Address  |   |
|          | Tel No.  |   |



e-mail

|          |   |   |
|----------|---|---|
| 11.2(13) | The works are   | The Replacement of the Jet-A1 Fuel Hydrant System Pit Valves at O. R. Tambo International Airport, as more fully set out in the Section C3, Works Information   |
| 11.2(14) | The following matters will be included in the Risk Register | <ol style="list-style-type: none"><li>1. Availability of As Built information</li><li>2. Delays in obtaining access to Site</li><li>3. Site Constraints and Constructability</li><li>4. Existing Services (electrical and/or storm water reticulation, fuel hydrant pipeline network, etc.)</li><li>5. Delays in procurement and/or delivery of material, plant and/or equipment to Site</li><li>6. Progress of the works against the program</li><li>7. Complete or partial interruptions to fuelling operations at the airport due to performing the works, delays in completion of sections, etc.</li><li>8. Environmental impact due to spillage of flammable, toxic, and/or polluting substances</li><li>9. Working in confined spaces with toxic and/or flammable vapours, liquids, or materials</li><li>10. Working in explosive and flammable environments with electrical equipment or sources of ignition</li><li>11. Fall protection and prevention planning</li><li>12. Handling, transporting, lifting/lowering heavy objects</li><li>13. Management of waste and foreign object debris (FOD), i.e., visibility, hoarding, access control, rubble/waste disposal, etc.</li><li>14. Works and transport taking place in a live aerodrome, i.e., in the proximity of stationary or moving aircraft while self-powered or under tow, or in the proximity of airport stakeholders while handling passengers, baggage or cargo.</li></ol> |
| 11.2(15) | The boundaries of the site are                              | Section C3, Works Information of this contract  |
| 11.2(16) | The Site Information is in                                  | Section C4, Site Information of this contract   |
| 11.2(19) | The Works Information is in                                 | The boundary of O. R. Tambo International Airport, specifically the bulk fuel storage depot   |
| 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 for reply is                                     | Three (3) days  |



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|          |   |  |
|----------|---|--|
| <b>2</b> | <b>The Contractor's main responsibilities</b> | <b>Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.</b> |
|----------|---|--|

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### **3 Time**

| 30.1 | The access dates are:   | Part of the Site   | Date  |
|------|---|--|---|
|      |   | 1 <b>Restricted Areas – terminal buildings, aprons, taxiways</b>                   | <b>Upon obtaining all required personnel, vehicle, and work permits</b> |
|      |   | 2 <b>Work Areas – Aprons Alpha, Brave, Charlie, Delta, Echo, Foxtrot, and Golf</b> | <b>Upon approval of submitted project safety file.</b>                  |
|      |   | 3 <b>On-site office</b>  | <b>Upon completion of site establishment</b>                            |
| 31.1 | The Contractor is to submit a first programme for acceptance within   |  | <b>4 weeks of the Contract Date.</b>                                    |
| 31.2 | The starting date is  | <b>1<sup>st</sup> of June 2024</b>   |   |
| 32.2 | The Contractor submits revised programmes at intervals no longer than | <b>4 weeks.</b>  |   |

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### **4 Testing and Defects**

|      |  |   |
|------|--|---|
| 42.2 | The defects date is  | <b>Fifty-two (52) weeks after Completion of the whole of the works</b>  |
| 43.2 | The defects correction period is<br>except that the defect correction period for | <b>Four (4) weeks</b><br><b>defects that cause operational risks, or safety risks or environmental risks is one (1) week.</b> |
| 47   | The Contractor submits a quality plan for acceptance within:                     | <b>Four (4) weeks of the Contract Date.</b>   |

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### **5 Payment**

|      |  |  |
|------|--|--|
| 50.1 | The assessment interval is                 | <b>between the third (3rd) and fifteenth (15th) day of each successive month</b> |
| 50.1 | The currency of this contract is the       | <b>South African Rand (ZAR)</b>  |
| 51.2 | The period within which payment is made is | <b>Four (4) weeks</b>  |



|      |                             |   |
|------|-----------------------------|---|
| 51.4 | The <i>interest rate</i> is | <p>(i) 0% percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by Nedbank Bank; and</p> <p>(ii) the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies.</p> |
|------|-----------------------------|---|

## 6 Compensation events

|          |  |   |
|----------|--|---|
| 60.1(13) | Assumed values for the ten-year-return-weather data for each <i>weather measurement</i> for each calendar month are: | As stated in Annexure A to this Contract Data provided by the Employer. |
|----------|--|---|

## 7 Title

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

## 8 Risks and Insurance

|      |  |  |
|------|--|--|
| 84.1 | The <i>Employer</i> provides these additional insurances   | See Annexure D to this Contract Data provided by the Employer.                                       |
| 84.1 | The <i>Contractor</i> provides these additional insurances   | See Annexure D to this Contract Data provided by the Employer.                                       |
| 84.2 | The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is | Whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i> . |

## 9 Termination

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

## 10 Data for Main Options

### A Priced contract with activity schedule

## 11 Data for Option W1



|         |   |  |
|---------|---|--|
| W1.1    | The <i>Adjudicator</i> is   | The person selected from the panel of adjudicators listed in Annexure C of this Contract Data, by the party intending to refer a dispute to him. |
| W1.2(3) | The <i>Adjudicator nominating body</i> is:  | The Chairman of the Johannesburg Society of Advocates, or his successor or his nominee.  |
| W1.4(2) | The <i>tribunal</i> is:   | Arbitration  |
| W1.4(5) | The <i>arbitration procedure</i> is   | The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body. |
|         | The place where arbitration is to be held is  | In the city where the Site is located, within South Africa.  |
|         | The person or organisation who will choose an arbitrator<br>- if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is | the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.                        |

## 12 Data for Secondary Option Clauses

|         |  |  |
|---------|--|--|
| X2      | Changes in the law                                   | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data. |
| X5 & X7 | Sectional Completion and delay damages used together |  |

| X7.1 | X5.1 | Delay damages for late Completion of the sections of the works are: | section | Description                        | Amount per day (excluding VAT) |
|------|------|---|---------|------------------------------------|--------------------------------|
|      |      |   | 1       | Pit valves A29 to A36              | R 10,000.00                    |
|      |      |   | 2       | Pit valves A23 to A28              | R 10,000.00                    |
|      |      |   | 3       | Pit valves A10 to A22              | R 10,000.00                    |
|      |      |   | 4       | Pit valves B21 to B30              | R 10,000.00                    |
|      |      |   | 5       | Pit valves B12 to B20              | R 10,000.00                    |
|      |      |   | 6       | Pit valves B1 to B11               | R 10,000.00                    |
|      |      |   | 7       | Pit valves A5 to A9                | R 10,000.00                    |
|      |      |   | 8       | Pit valves A1 to A4 and E17 to E18 | R 10,000.00                    |



|    |  |             |
|----|--|-------------|
| 9  | Pit valves C45 to C50  | R 10,000.00 |
| 10 | Pit valves C38 to C44  | R 10,000.00 |
| 11 | Pit valves C29 to C37  | R 10,000.00 |
| 12 | Pit valves C25 to C28  | R 10,000.00 |
| 13 | Pit valves C16 to C24  | R 10,000.00 |
| 14 | Pit valves C7 to C15   | R 10,000.00 |
| 15 | Pit valves C1 to C6  | R 10,000.00 |
| 16 | Pit valves E1 to E8  | R 10,000.00 |
| 17 | Pit valves E9 to E16   | R 10,000.00 |
| 18 | Pit valves F8 to F17   | R 10,000.00 |
| 19 | Pit valves D74, D81, D83, D86, D88, D92, D94, and D96                            | R 10,000.00 |
| 20 | Pit valves F1 to F7  | R 10,000.00 |
| 21 | Pit valves D99 to D110   | R 10,000.00 |
| 22 | Pit valves D73, D75 to D80, D82, D84, D85, D87, D89, D90, D91, D93, D97, and D98 | R 10,000.00 |
| 23 | Pit valves D43 to D72  | R 10,000.00 |
| 24 | Pit valves D23 to D34  | R 10,000.00 |
| 25 | Pit valves D14 to D22  | R 10,000.00 |
| 26 | Pit valves D1 to D13   | R 10,000.00 |
| 27 | Pit valves D35 to D42  | R 10,000.00 |
| 28 | Pit valves G1 to G7  | R 10,000.00 |

Remainder of the works

R 5,000.00 per day (excluding VAT)

The total delay damages payable by the  
Contractor does not exceed:

**20% of the total of the Prices**

**X13 Performance bond**

X13.1 The amount of the performance bond is

**20% of the total of the Prices. Pro-forma draft of a  
performance bond to be used is attached to this  
contract in Annexure B: Sureties.**



**X16      Retention**

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

**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   | <b>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</b>  |
| 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                             | <b>The total of the Prices</b>  |
| X18.3 | The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to                    | <b>The total of the Prices</b>  |
| 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: | <p><b>The total of the Prices other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"><li>• <b>Defects due to his design which arise before the Defects Certificate is issued,</b></li><li>• <b>Defects due to manufacture and fabrication outside the Site,</b></li><li>• <b>loss of or damage to property (other than the works, Plant and Materials),</b></li><li>• <b>death of or injury to a person;</b></li><li>• <b>damage to third party property; and</b></li><li>• <b>infringement of an intellectual property right.</b></li></ul> |
| X18.5 | The <i>end of liability date</i> is   | <p><b>The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.</b></p>   |



|   |  |
|---|--|
| Z | <p><b>The Additional conditions of contract</b><br/>are</p> <p><b>Z1 to Z24 below.</b></p> |
|---|--|

### AMENDMENTS TO THE CORE CLAUSES

**Z1** **Interpretation and 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.

**Z1.2** **Add the following as a new core clause 12.5:**

**Z1.2.1** In this contract:

**Z1.2.1.1** references to any Party to the Contract include its successors or permitted assigns;

**Z1.2.1.2** references to the Contractor include the obligations of its personnel;

**Z1.2.1.3** the references to the provisions of any law include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;

**Z1.2.1.4** references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;

**Z1.2.1.5** references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;

**Z1.2.1.6** references to "month" means a calendar month;

**Z1.2.1.7** headings are for convenience only and are not taken into consideration in the interpretation of the Contract;

**Z1.2.1.8** where any number of days is prescribed, those days are reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day is the next succeeding working day;

**Z1.2.1.9** any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction is ineffective to the extent of such prohibition or unenforceability in such jurisdiction and is treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;

**Z1.2.1.10** references to any amount means that amount exclusive of VAT, unless the amount expressly includes VAT;

**Z1.2.1.11** the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;



- Z1.2.1.12** the rule of construction that the Contract is interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract does not apply;
- Z1.2.1.13** words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
- Z1.2.1.14** references to a "subsidiary" or a "holding company" is references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and "affiliate" is any company that is under common control with such subsidiary or holding company;
- Z1.2.1.15** time is of the essence in the performance of the parties' respective obligations.

**Z2 The Project Manager and Supervisor: add the following at the end of core clause 14.2:**

- Z2.1** The Project Manager and the Supervisor may take an action which they have delegated.

**Z3 Early Warning: add the following at the end of core clause 16.2:**

- Z3.1** The Contractor ensures that a subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.

**Z4 Providing the Works: Delete core clause 20.1 and replace with the following:**

- Z4.1** 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 as stated in the Works Information, and if no such purposes is stated, the ordinary purpose of the Works.

**Z5 Subcontracting:**

- Z5.1** **The following clause is added as a new core clause 26.4:** "Within 5 days of request by the *Project Manager*, the Contractor provides proof to the *Project Manager* that the Contractor's payment obligations towards its Subcontractors have been discharged. Failure by the Contractor to provide such proof to the satisfaction of the *Project Manager* entitles the *Employer* to instruct the *Project Manager* to certify payment directly to any such Subcontractor and the *Contractor* shall have no recourse to recover such amounts from the *Employer*. Such direct payment do not create privity of contract between the *Employer* and such Subcontractor. The *Employer* may recover such direct payment from the *Contractor*."

**Z6 Other responsibilities: add the following at the end of core clause 27:**

- Z6.1** The *Contractor* has 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.

- Z6.2** The *Contractor* is 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* are rectified by the *Contractor* at the *Contractor's* own costs.

**Z7 Acceleration: add the following new provisions at the end of core clause 36:**

- Z7.1** The Project Manager's reply is either:

- Z7.1.1** A notification that the quotation is accepted, in which case, the *Project Manager* changes the Prices, Completion Date and Key Dates and accepts the revised programme; or



**Z7.1.2** A notification that the quotation is not accepted and that the Prices, Completion Date and Key Dates are not changed.

**Z8 Extending the defects date: add the following as a new core clause 46:**

**Z8.1** 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*.

**Z8.2** 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.

**Z8.3** 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.

**Z9 Quality Management System: add the following as a new core clause 47:**

**Z9.1** The *Contractor* implements and maintains a quality management system with the requirements stated in the Works Information.

**Z9.2** Within the period stated in the Contract Data, the *Contractor* provides the *Project Manager* with a quality plan for acceptance. A reason for not accepting the quality plan is that it does not allow for the *Contractor* to Provide the *Works*.

**Z9.3** If any changes are made to the quality plan, the *Contractor* provides the *Project Manager* with the changes quality plan for acceptance.

**Z9.4** The *Project Manager* may instruct the *Contractor* to correct a failure to comply with the quality plan. This instruction is not a compensation event.

**Z10 Assessing the amount due:**

**Z10.1** **Delete the second bullet point of core clause 50.1 and replace with the following:** “within thirteen weeks of termination of this Contract”

**Z11 Final assessment: add the following as a new core clause 53:**

**Z11.1** The *Project Manager* makes a final assessment and certifies final payment in accordance with the Contract. The final payment is made within four weeks of the assessment.

**Z11.2** An assessment of the final amount due is conclusive evidence of the final amount due under or in connection with the Contract, unless a Party raises a dispute in relation to the assessment of the final amount due.

**Z11.3** The assessment of the final amount due is changed to include any agreement the Parties reached and/or a decision of the Adjudicator which has not been referred to the tribunal within four weeks of that decision. The changed assessment becomes conclusive evidence of the final amount due under or in connection with the Contract.

**Z12 Notifying compensation events:**

**Z12.1** **Delete the last sentence in core clause 61.3 and replace with the following:** “If the *Contractor* does not notify a compensation event within four weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion date or a Key Date and the *Employer* is absolved from all liability in relation to such event.”



**Z13 Assessing compensation events:**

**Z13.1** **The following is added at the end of core clause 63.4:** "the *Contractor* shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects the critical path."

**Z14 Termination**

**Z14.1** **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".

**AMENDMENTS TO THE SECONDARY OPTION CLAUSES**

**Z15 Changes in Law: Add the following clause to secondary option X2 as X2.2:**

**Z15.1** A change in law is defined as:

**Z15.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income

**Z15.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

**Z16. Delay damages: add the following to secondary Option X7 (if applicable in this contract)**

**Z16.1** If the amount due for the *Contractor*'s payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* may, at its sole discretion, terminate the *Contractor*'s obligation to Provide the Works.

**Z16.2** If the *Employer* terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table

**Z17 Performance Bond**

**Z17.1** **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 or insurer 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 B of this Contract Data.

**Z17.2** **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

**Z18 Limitation of liability: Insert the following new clause as Option X18.6:**



**Z18.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00.

**Z18.2** Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the *Contractor* in terms of this Contract and 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

**Z19** **Cession, delegation and assignment**

**Z19.1** 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*.

**Z19.2** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

**Z20** **Joint and several liability**

**Z20.1** 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.

**Z20.2** 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.

**Z20.3** 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*.

**Z21** **Ethics**

**Z21.1** The *Contractor* undertakes:

**Z21.1.1** 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;

**Z21.1.2** 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.

**Z21.2** 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.

**Z21.3** 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.

**Z22** **Confidentiality**



**Z22.1** 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.

**Z22.2** 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*.

**Z22.3** This undertaking shall not apply to –

**Z22.3.1** 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;

**Z22.3.2** 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;

**Z22.3.3** 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);

**Z22.4** 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*.

**Z22.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

**Z23** **Liens and Encumbrances**

**Z23.1** 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

**Z24** **Intellectual Property**

**Z24.1** 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*.

**Z24.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

**Z24.3** 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*.

**Z24.4** 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.

**Z24.5** 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:



- Z24.5.1** the *Contractor's* design, manufacture, construction or execution of the Works;
- Z24.5.2** the use of the *Contractor's* Equipment, or
- Z24.5.3** the proper use of the Works.

**Z24.6** 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.



**Annexure A: One-in-ten-year-return weather data obtained from SA Weather Bureau for Johannesburg Int WO-0476399 0 (1961 to 2022)**

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the works and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

| <i>Weather measurement</i> |                          |   |   |
|----------------------------|--------------------------|---|---|
| Month                      | Cumulative rainfall (mm) | Number of days with rain more than 10mm | Number of days with min air temp < 0 deg. C |
| January                    | <b>205.2</b>             | <b>7</b>                                | <b>0</b>                                    |
| February                   | <b>178.1</b>             | <b>6</b>                                | <b>0</b>                                    |
| March                      | <b>164.4</b>             | <b>5</b>                                | <b>0</b>                                    |
| April                      | <b>100.8</b>             | <b>3</b>                                | <b>0</b>                                    |
| May                        | <b>42.3</b>              | <b>2</b>                                | <b>2</b>                                    |
| June                       | <b>19.8</b>              | <b>1</b>                                | <b>7</b>                                    |
| July                       | <b>6.5</b>               | <b>1</b>                                | <b>7</b>                                    |
| August                     | <b>13.4</b>              | <b>0</b>                                | <b>4</b>                                    |
| September                  | <b>54.1</b>              | <b>2</b>                                | <b>1</b>                                    |
| October                    | <b>139.1</b>             | <b>4</b>                                | <b>0</b>                                    |
| November                   | <b>181.4</b>             | <b>7</b>                                | <b>0</b>                                    |
| December                   | <b>175.3</b>             | <b>7</b>                                | <b>0</b>                                    |

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.



## Annexure B: Pro forma Security Bonds and Guarantee

### Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

[To be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee]

For use with the NEC3 Engineering and Construction Contract (April 2013)

The Airports Company South Africa SOC Limited

Guarantor's reference No.

Riverwoods Office Park, The Maples, 24 Johnson Road,  
Bedfordview 2008.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract ORTIA 7416/2024/RFP – The Replacement of Fuel Hydrant System Pit Valves at O. R. Tambo International Airport

1. In this Guarantee the following words and expressions shall have the following meanings:-

|     |                              |  |
|-----|------------------------------|--|
| 1.1 | <b>“Guarantor”</b>           | means [insert]   |
| 1.2 | <b>“Guarantor’s Address”</b> | means [insert]   |
| 1.3 | <b>“Contract”</b> means      | means the construction contract entered into between the Employer and the Contractor (Contract Reference No. ORTIA 7416/2024/RFP) and such amendments or additions to the Contract as may be agreed in writing between the parties.  |
| 1.4 | <b>“Contractor”</b>          | means [insert]   |
| 1.5 | <b>“Employer”</b>            | means the Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa  |
| 1.6 | <b>“Expiry Date”</b>         | means the earlier of <ul style="list-style-type: none"><li>the date that the Bank receives a notice from the Employer stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or</li><li>the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.</li></ul> |
| 1.7 | <b>“Guaranteed Sum”</b>      | means [insert]   |
| 1.8 | <b>“Works”</b>               | means [insert]   |

- The Guarantor's liability shall be limited to the Guaranteed Amount.
- The Guarantor's period of liability shall be from and including the date of issue of this Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Amount, whichever occurs



first. The Project Manager and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. The Guarantor hereby acknowledges that:
  - a. any reference in this Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship; and
  - b. its obligation under this Guarantee is restricted to the payment of money.
5. The Guarantor hereby undertakes to pay the Employer any sum or sums not exceeding the Guarantee Amount in total, upon receipt of a written demand delivered to the Guarantor's Address, stating that the Contractor is in breach of its obligations under the Contract (without being required to prove the nature of the breach and the amount claimed. The written demand shall be signed by the Employer and be accompanied by the original Guarantee.
6. Payment by the Guarantor, in terms of this Guarantee, shall be made within seven (7) calendar days upon receipt of the Employer's written demand to the Guarantor.
7. The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Contractor and the Employer and/or between the Guarantor and Contractor; nor any alteration in the obligations undertaken by the Contractor or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Contractor (whether or not the Guarantor has notice thereof).
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. All payments made by Guarantor shall be due and payable in the amount specified in any payment demand made in respect hereof by the Employer and shall be made free and clear of and without any deduction for or on account of any tax or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed. All charges of the Guarantor related to the issuance or performance of this Guarantee (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Contractor and under no circumstances shall be charged to the Employer by the Guarantor.



10. This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.
11. This Guarantee, with the required demand notice, shall be regarded as a liquid document for the purposes of obtaining a court order.
12. The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.
13. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_

For and on behalf of the **GUARANTOR**, duly authorised and warranting such authority

Full Name: \_\_\_\_\_

Capacity: \_\_\_\_\_

Witness: \_\_\_\_\_

**[Insert Guarantor's stamp]**



### **Annexure C: 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 | <a href="mailto:duncan.stubbs@gmail.com">duncan.stubbs@gmail.com</a> | Thulamela Chambers |
| Adv. Arzhar Bham SC         | <a href="mailto:bhamae@law.co.za">bhamae@law.co.za</a>               | Victoria Mxenge    |
| Adv. Mohhamed Chohan SC     | <a href="mailto:chohann@counsel.co.za">chohann@counsel.co.za</a>     | Group One          |
| Adv. Benny Makola           | <a href="mailto:benny.makola@gmail.com">benny.makola@gmail.com</a>   | Group 621          |
| Adv. Vincent Maleka SC      | <a href="mailto:ivmaleka@mweb.co.za">ivmaleka@mweb.co.za</a>         | Thulamela Chambers |
| Adv. Chris Loxton SC        | <a href="mailto:loxton@counsel.co.za">loxton@counsel.co.za</a>       | Group One          |



## Annexure D: ACSA Insurance Clauses

### **INSURANCE CLAUSES FOR ~~AIRSIDE~~ CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS**

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

#### 1. Insurance Effected By The Employer (Principle Controlled Insurance ("PCI"))

1.1 Notwithstanding anything elsewhere contained in this Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in anyway whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the **Employer** shall effect and maintain for the duration of the construction and maintenance periods of the Contract - as appropriate in the joint names of the Employer, the Contractor and where relevant Sub-Contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

##### a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

###### **Section 1 Of The Policy – Contract Works**

**Contract Works Insurance** for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warranties ;

###### ***Open Trench Limitation***

*In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.*

###### ***Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)***

*In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.*

###### **Section II of the Policy – Contractors Public Liability**



**Public Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

### Section III of the Policy – Removal Of Lateral Support Liability

**Removal Of Lateral Support Liability** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original cause

- b. **Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to **R500,000,000 (Incl VAT)** in the aggregate during the policy period of insurance.

The Contract Works SASRIA policy wording can be obtained from the SASRIA website <http://www.sasria.co.za/> which notes the covers and policy exclusions.

- c) **Aviation Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R2,000,000,000** in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

- d) **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be **\*R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**



*\*The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.*

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

- 1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.
- 1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.
- 1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

- 1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- 1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

**a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability**

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

**Section 1 Of The Policy – Contract Works**



In respect of all loss or damage **R150,000** but increased to **R250,000** in respect of loss or damage arising out of or in connection with testing and commissioning.

**Section 2 Of The Policy – Contractors Public Liability**

**R75,000** each and every claim in respect of Property Damage.

**Section 3 Of The Policy – Removal Of Lateral Support Liability**

**R75,000** each and every claim.

**b) Contract Works SASRIA**

In respect of theft as a result of the SASRIA perils insured - **R25,000** each and every occurrence.

**c) Aviation Liability Insurance:**

In respect of each and every loss or damage or injury - **US\$250,000**.

**d) Design & Construct Professional Indemnity Insurance**

- a) In respect of contracts under R50 million at award – **R5,000,000**.
- b) **In respect of contracts over R50 million at award – R10,000,000**

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

- a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa:  
Nokulunga Masiza  
Tel: +27 (0)11 723 1400  
M: +27 (0)79 512 0532  
[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

Buhle Mnguni  
D: +27 (0)11 723 1400  
M: +27 (0)74 535 9075  
[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

- b) Preserve damage and make it available for inspection by a representative of the Insurers.



- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).
- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.
- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) **The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

## 2. Insurance Effected by the Contractor.

**In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor :**



2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

b) **Contractor's Common Law Liability/ Worker's Compensation Insurance**

The Contractor shall take out and maintain employer's liability insurance with a limit of indemnity of not less than **R20,000,000** and/or workmen's compensation insurance covering personal injury to or death of the employees of the Contractor engaged in connection with the Works to the minimum value required by applicable law.

The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor's personnel performing the Works.

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

d) **Insurance For Buy-Down Cover Of Employer's Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).



- g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).
- h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.
- i) **Marine Cargo Insurance (If Applicable)**

**Cover :** Imports of cargo, equipment, goods, plant, machinery and materials (“**Insured Property**”) to the site where the Permanent Works will be constructed.

**Sum Insured:** Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) **Miscellaneous Insurance**

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

- 2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.
- 2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

2.4 **Sub-Contractors.**

The Contractor shall:



- a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and
- b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).



**APPENDIX A (to Annexure D – The Insurance Clauses)**

**CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY**

Send to : Airports Company South Africa

\* .....  
.....  
.....  
.....  
.....

\* (Please provide name of contracting company, site address, telephone numbers and e-mail address).

**RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM**

Date of loss : \_\_\_\_\_

Reported to site agent by : \_\_\_\_\_ Date : \_\_\_\_\_

Reported to Insurance Broker by : \_\_\_\_\_ Date : \_\_\_\_\_

Locality of Incident \_\_\_\_\_

How did the loss occur (cause) ? \_\_\_\_\_

Details and nature of loss or damage to Contract Works \_\_\_\_\_

Details of other property damaged \_\_\_\_\_

Names and address of witnesses \_\_\_\_\_

Estimated cost of repairs (Separate records of all costs must be kept) R \_\_\_\_\_

Person whom assessor should contact \_\_\_\_\_

Telephone/Mobile Numbers Of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_



## **Part b - 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            | <b>Only the Site Area. See C4 'Site Information'</b> |
| 24.1                              | The Contractor's key people are: | <b>CV's to be appended to contract</b>               |
| <b>PROJECT MANAGER:</b>           |                                  |  |
|                                   | Name:                            |  |
|                                   | Job:                             |  |
|                                   | Responsibility:                  |  |
|                                   | Qualifications:                  |  |
|                                   | Experience:                      |  |
| <hr/>                             |                                  |  |
| <b>HEALTH AND SAFETY OFFICER:</b> |                                  |  |
|                                   | Name:                            |  |
|                                   | Job:                             |  |
|                                   | Responsibility:                  |  |
|                                   | Qualifications:                  |  |
|                                   | Experience:                      |  |
| <hr/>                             |                                  |  |



**TRADESMAN 1:**

Name:

Job:

Responsibility:

Qualifications:

Experience:

---

**TRADESMAN 2:**

Name:

Job:

Responsibility:

Qualifications:

Experience:

---

**ASSISTANT 1:**

Name:

Job:

Responsibility:

Qualifications:

Experience:



**ASSISTANT 2:**

Name:

Job:

Responsibility:

Qualifications:

Experience:

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|      |   |   |
|------|---|---|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none"><li>•</li><li>•</li><li>•</li><li>•</li><li>•</li><li>•</li><li>•</li></ul> |
| 11.2 | The Works Information is in                                 | <b>Part C3 'Scope of Works' section of this contract</b>  |
| 31.1 | The programme identified in the                             |   |

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## C1.3 Occupational Health and Safety Agreement

### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

#### **OBJECTIVES**

To assist Airport Company South Africa (the Employer) 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:**

|  |
|--|
| <b>Name of Organization:</b><br><b>AIRPORTS COMPANY SOUTH AFRICA</b><br><b>O R Tambo INTERNATIONAL AIRPORT</b> |
|--|

|   |
|---|
| <b>Physical Address:</b><br><b>Airport Company South Africa</b><br><b>OR Tambo International Airport</b><br><b>ACSA Building, 4th Floor</b> |
|---|

Hereinafter referred to as "Client"

|                              |
|------------------------------|
| <b>Name of organisation:</b> |
|------------------------------|

|                          |
|--------------------------|
| <b>Physical Address:</b> |
|--------------------------|

Hereinafter referred to as "the Mandatary/ Principal Contractor"



## MANDATORY'S MAIN SCOPE OF WORK

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### 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. "Mandatary" 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 Mandataries (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 Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (Occupational Health and Safety 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 Mandatary 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 Mandatary 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 Mandatary undertakes to comply with:

### INSURANCE

1. The Mandatary 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 Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
  - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
  - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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



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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the Occupational Health and Safety 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 practices.
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 Occupational Health and Safety Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use 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 Occupational Health and Safety 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,

I .....a duly authorised 16.2 Appointee acting for and on behalf of .....(company name) undertake to ensure that the requirements and the provision of the Occupational Health and Safety Act 85 of 1993 and its regulations are complied with.

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

Expiry date .....

---

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

**DATE**

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**SIGNATURE ON BEHALF OF THE CLIENT**  
AIRPORT COMPANY SOUTH AFRICA

**DATE**



## C2.1 Pricing assumptions: Option A

### **The *conditions of contract***

#### **How work is priced and assessed for payment**

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option A states:

**Identified and defined terms** 11.2

(20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(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.

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

- each group of completed activities and
- each completed activity which is not in a group.

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

### **Function of the Activity Schedule**

Clause 54.1 in Option A states: "Information in the Activity Schedule 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 Activity Schedule 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 Activity Schedule. The Activity Schedule is only a pricing document.

### **Link to the programme**

Clause 31.4 states that "The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance". Hence when compiling the *activity schedule*, the tendering contractor needs to show each activity on the programme he submits with his tender.

### **Preparing the *activity schedule***

The tendering contractor prepares the *activity schedule* and should study the ECC3 Guidance Notes



pages 19 and 20 before doing so. The *Employer* may have instructed the tendering contractor to include particular activities which he has specified and requires the *Contractor* to identify them in his *activity schedule*.

- 1 Generally it is the Contractor who prepares the Activity Schedule as part of his tender by breaking down the work described within the Works Information into suitable activities which can be well defined, priced as a lump sum and shown on the programme. The Employer, in his Conditions of Tender or in a Tender Schedule, may have listed some items that he requires the Contractor to include in his activity schedule and be priced accordingly.
- 2 The Prices are defined in clause 11.2(20) as the lump sum for each activity in the activity schedule and the Price for Work Done to Date (PWDD) (the amount due to the contractor) is defined in clause 11.2(24) as the total of the Prices for each activity that has been completed. Hence activities in the activity schedule should be structured so as to provide an acceptable monthly cash flow as they are only assessed for payment on the assessment date if they have been completed.
- 3 As the Contractor has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to an Employer's risk, the lump sum Prices must also include for the correction of Defects.
- 4 If the Contractor has decided not to identify a particular activity, the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices in order to fulfil the obligation to complete the works for the tendered total of the Prices.
- 5 There is no adjustment to the lump sum activity schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the contractor estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
- 6 Hence the Prices tendered by the Contractor in the *activity schedule* are inclusive of everything necessary and incidental to Providing the Works in accordance with the Works Information, as it was at the time of tender, as well as correct any Defects not caused by an Employer's risk.
- 7 However, the Contractor does not have to allow in his Prices for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an Employer's risk event listed in core clause 80.1.

- An activity schedule could have the following format:

| Item No. | Programme Reference | Activity description | Price |
|----------|---------------------|----------------------|-------|
|          |                     |                      |       |
|          |                     |                      |       |
|          |                     |                      |       |
|          |                     |                      |       |



## C2.2 The activity schedule

Option A (refer to Works Information C3 for more details)

All amounts entered in the *activity schedule* are to be exclusive of VAT.

### Part 1 – Preliminaries and General

All amounts to entered exclusive of VAT

| A. Preliminaries and General           |                                      | Item Sub-Total |
|--|--------------------------------------|----------------|
| Item                                   | Description                          | Item Sub-Total |
| A.1                                    | Site Establishment                   |                |
| A.3                                    | Personnel and Vehicle Permitting     |                |
| A.4                                    | Safety File Compilation and Approval |                |
| A.5                                    | Personal Protective Equipment        |                |
| Preliminaries and General: Sub-Total A |                                      |                |

### Part 2 – Project Execution

All amounts to entered exclusive of VAT

| Section number | Section Description                                   | Activity Description |  | Activity sub-totals | Section Sub-total |
|----------------|---|----------------------|--|---------------------|-------------------|
| 1              | Valve Chambers VCA4 to VCA5:<br>Pit valves A29 to A36 | B.1.1                | Isolate and drain the section  |                     |                   |
|                |   | B.1.2                | Installation of pit valves, including all plant, equipment, and hoarding |                     |                   |
|                |   | B.1.3                | Reinstatement of section   |                     |                   |
|                |   | B.1.4                | Labour and consumables   |                     |                   |
| 2              | Valve Chambers VCA3 to VCA4:<br>Pit valves A23 to A28 | B.2.1                | Isolate and drain the section  |                     |                   |
|                |   | B.2.2                | Installation of pit valves, including all plant, equipment, and hoarding |                     |                   |
|                |   | B.2.3                | Reinstatement of section   |                     |                   |
|                |   | B.2.4                | Labour and consumables   |                     |                   |
| 3              | Valve Chambers VCA2 to VCA3:<br>Pit valves A10 to A22 | B.3.1                | Isolate and drain the section  |                     |                   |
|                |   | B.3.2                | Installation of pit valves, including all plant, equipment, and hoarding |                     |                   |



|   |  |       |  |  |  |
|---|--|-------|--|--|--|
|   |  | B.3.3 | Reinstatement of section   |  |  |
|   |  | B.3.4 | Labour and consumables   |  |  |
| 4 | Valve Chambers VCB2 to VCM1:<br><br>Pit valves B21 to B30              | B.4.1 | Isolate and drain the section  |  |  |
|   |  | B.4.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|   |  | B.4.3 | Reinstatement of section   |  |  |
|   |  | B.4.4 | Labour and consumables   |  |  |
| 5 | Valve Chambers VCB1 to VCB2:<br><br>Pit valves B12 to B20              | B.5.1 | Isolate and drain the section  |  |  |
|   |  | B.5.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|   |  | B.5.3 | Reinstatement of section   |  |  |
|   |  | B.5.4 | Labour and consumables   |  |  |
| 6 | Valve Chambers VCA1 to VCB1:<br><br>Pit valves B1 to B11               | B.6.1 | Isolate and drain the section  |  |  |
|   |  | B.6.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|   |  | B.6.3 | Reinstatement of section   |  |  |
|   |  | B.6.4 | Labour and consumables   |  |  |
| 7 | Valve Chambers VCA1 to VCA2:<br><br>Pit valves A5 to A9                | B.7.1 | Isolate and drain the section  |  |  |
|   |  | B.7.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|   |  | B.7.3 | Reinstatement of section   |  |  |
|   |  | B.7.4 | Labour and consumables   |  |  |
| 8 | Valve Chambers VCE3 to VCA1:<br><br>Pit valves A1 to A4 and E17 to E18 | B.8.1 | Isolate and drain the section  |  |  |
|   |  | B.8.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|   |  | B.8.3 | Reinstatement of section   |  |  |
|   |  | B.8.4 | Labour and consumables   |  |  |



|    |  |        |  |  |  |
|----|--|--------|--|--|--|
| 9  | Valve Chambers<br>VCC6 to VCM2:<br><br>Pit valves C45 to C50 | B.9.1  | Isolate and drain the section  |  |  |
|    |  | B.9.2  | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.9.3  | Reinstatement of section   |  |  |
|    |  | B.9.4  | Labour and consumables   |  |  |
| 10 | Valve Chambers<br>VCC5 to VCC6:<br><br>Pit valves C38 to C44 | B.10.1 | Isolate and drain the section  |  |  |
|    |  | B.10.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.10.3 | Reinstatement of section   |  |  |
|    |  | B.10.4 | Labour and consumables   |  |  |
| 11 | Valve Chambers<br>VCC4 to VCC5:<br><br>Pit valves C29 to C37 | B.11.1 | Isolate and drain the section  |  |  |
|    |  | B.11.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.11.3 | Reinstatement of section   |  |  |
|    |  | B.11.4 | Labour and consumables   |  |  |
| 12 | Valve Chambers<br>VCC3 to VCC4:<br><br>Pit valves C25 to C28 | B.12.1 | Isolate and drain the section  |  |  |
|    |  | B.12.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.12.3 | Reinstatement of section   |  |  |
|    |  | B.12.4 | Labour and consumables   |  |  |
| 13 | Valve Chambers<br>VCC2 to VCC3:<br><br>Pit valves C16 to C24 | B.13.1 | Isolate and drain the section  |  |  |
|    |  | B.13.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.13.3 | Reinstatement of section   |  |  |
|    |  | B.13.4 | Labour and consumables   |  |  |
| 14 | Valve Chambers<br>VCC1 to VCC2:<br><br>Pit valves C7 to C15  | B.14.1 | Isolate and drain the section  |  |  |
|    |  | B.14.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |



|    |  |        |  |  |  |
|----|--|--------|--|--|--|
|    |  | B.14.3 | Reinstatement of section   |  |  |
|    |  | B.14.4 | Labour and consumables   |  |  |
| 15 | Valve Chambers VCA5 to VCC1:<br><br>Pit valves C1 to C6                                    | B.15.1 | Isolate and drain the section  |  |  |
|    |  | B.15.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.15.3 | Reinstatement of section   |  |  |
|    |  | B.15.4 | Labour and consumables   |  |  |
| 16 | Valve Chambers VCE2 to VCE1:<br><br>Pit valves E1 to E8                                    | B.16.1 | Isolate and drain the section  |  |  |
|    |  | B.16.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.16.3 | Reinstatement of section   |  |  |
|    |  | B.16.4 | Labour and consumables   |  |  |
| 17 | Valve Chambers VCE3 to VCE2:<br><br>Pit valves E9 to E16                                   | B.17.1 | Isolate and drain the section  |  |  |
|    |  | B.17.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.17.3 | Reinstatement of section   |  |  |
|    |  | B.17.4 | Labour and consumables   |  |  |
| 18 | Valve Chambers VCF2 to VCF1:<br><br>Pit valves F8 to F17                                   | B.18.1 | Isolate and drain the section  |  |  |
|    |  | B.18.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.18.3 | Reinstatement of section   |  |  |
|    |  | B.18.4 | Labour and consumables   |  |  |
| 19 | Valve Chambers VCD11 to VCD8:<br><br>Pit valves D74, D81, D83, D86, D88, D92, D94, and D96 | B.19.1 | Isolate and drain the section  |  |  |
|    |  | B.19.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.19.3 | Reinstatement of section   |  |  |
|    |  | B.19.4 | Labour and consumables   |  |  |



|    |  |        |  |  |  |
|----|--|--------|--|--|--|
| 20 | Valve Chambers<br>VCF1 to VCD11:<br><br>Pit valves F1 to F7  | B.20.1 | Isolate and drain the section  |  |  |
|    |  | B.20.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.20.3 | Reinstatement of section   |  |  |
|    |  | B.20.4 | Labour and consumables   |  |  |
| 21 | Valve Chambers<br>VCD10 to VCE3:<br><br>Pit valves D99 to D110   | B.21.1 | Isolate and drain the section  |  |  |
|    |  | B.21.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.21.3 | Reinstatement of section   |  |  |
|    |  | B.21.4 | Labour and consumables   |  |  |
| 22 | Valve Chambers<br>VCD7 to VCD10:<br><br>Pit valves D73, D75 to D80, D82, D84, D85, D87, D89, D90, D91, D93, D97, and D98 | B.22.1 | Isolate and drain the section  |  |  |
|    |  | B.22.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.22.3 | Reinstatement of section   |  |  |
|    |  | B.22.4 | Labour and consumables   |  |  |
| 23 | Valve Chambers<br>VCD6 to VCD7:<br><br>Pit valves D43 to D72   | B.23.1 | Isolate and drain the section  |  |  |
|    |  | B.23.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.23.3 | Reinstatement of section   |  |  |
|    |  | B.23.4 | Labour and consumables   |  |  |
| 24 | Valve Chambers<br>VCD3 to VCD5:<br><br>Pit valves D23 to D34   | B.24.1 | Isolate and drain the section  |  |  |
|    |  | B.24.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|    |  | B.24.3 | Reinstatement of section   |  |  |
|    |  | B.24.4 | Labour and consumables   |  |  |
| 25 | Valve Chambers<br>VCD2 to VCD3:<br><br>Pit valves D14 to D22   | B.25.1 | Isolate and drain the section  |  |  |
|    |  | B.25.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |



|                                       |   |        |  |  |  |
|---------------------------------------|---|--------|--|--|--|
|                                       |   | B.25.3 | Reinstatement of section   |  |  |
|                                       |   | B.25.4 | Labour and consumables   |  |  |
| 26                                    | Valve Chambers VCD1 to VCD2:<br><br>Pit valves D1 to D13                      | B.26.1 | Isolate and drain the section  |  |  |
|                                       |   | B.26.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|                                       |   | B.26.3 | Reinstatement of section   |  |  |
|                                       |   | B.26.4 | Labour and consumables   |  |  |
| 27                                    | Valve Chambers VCD5 to VCD6: Pit valves D35 to D42                            | B.27.1 | Isolate and drain the section  |  |  |
|                                       |   | B.27.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|                                       |   | B.27.3 | Reinstatement of section   |  |  |
|                                       |   | B.27.4 | Labour and consumables   |  |  |
| 28                                    | Valve Chambers VCD1 to VCD1 (the Golf Apron Loop):<br><br>Pit valves G1 to G7 | B.28.1 | Isolate and drain the section  |  |  |
|                                       |   | B.28.2 | Installation of pit valves, including all plant, equipment, and hoarding |  |  |
|                                       |   | B.28.3 | Reinstatement of section   |  |  |
|                                       |   | B.28.4 | Labour and consumables   |  |  |
| <b>Project Execution: Sub-Total B</b> |   |        |  |  |  |

**Part 3 – Project Close-out and Handover**

**C. Project Close-out**

| Item                                  | Description   | Item Sub-Total |
|---------------------------------------|---|----------------|
| C.1                                   | Operation and Maintenance Manuals   |                |
| C.2                                   | Operation and Maintenance Training  |                |
| C.3                                   | Development and Handover of As-Built Drawings   |                |
| C.4                                   | Waste Disposal:<br>1. To be reimbursed upon receipt of safe and legal disposal certificates |                |
| C.5                                   | Site De-establishment   |                |
| <b>Project Close-out: Sub-Total C</b> |   |                |



All mounts to entered exclusive of VAT

**Part 4 – Insurances**

| Item                           | Description                  | **Months | Monthly Fee | Amount   |
|--------------------------------|------------------------------|----------|-------------|----------|
| D.1                            | All ACSA-required insurances |          |             |          |
| D.2                            | Other                        |          |             |          |
| <b>Insurances: Sub-Total D</b> |                              |          |             | <b>R</b> |

All mounts to entered exclusive of VAT

\*\*These values are for costing purposes. The total amount of insurance fees paid will be a function of the duration of the contract.

**Part 5 – Project Contingency**

**D. Project Contingency**

| Item                                    | Description  | Item Sub-Total |
|---|--|----------------|
| E.1                                     | 20% of Sub-Total A + Sub-Total B + Sub-Total C + Sub-Total D |                |
| <b>Project Contingency: Sub-Total E</b> |  |                |

All mounts to entered exclusive of VAT



### **Total of the Prices**

Below is the guide to be used in estimating the total of the Prices. This amount must be reported as the total of the Prices in the corresponding schedules. Tenderers are reminded that this amount is for contracting purposes only and that the *Employer* will not be under any obligation to expend the full or any portion of the amount tendered as the total of the Prices.

### **The total of the Prices for the Replacement of the Fuel Hydrant System Pit Valves at O. R. Tambo International Airport:**

| Description  | Total (excluding VAT) |
|--|-----------------------|
| <b>Sub-Total A: Preliminaries and General</b>      | R                     |
| <b>Sub-Total B: Project Execution</b>              | R                     |
| <b>Sub-Total C: Project Close-out and Handover</b> | R                     |
| <b>Sub-Total D: Insurances</b>                     | R                     |
| <b>Sub-Total E: Project Contingency</b>            | R                     |
| <b><sup>1</sup>The total of the Prices</b>         | R                     |

All amounts to be entered exclusive of VAT

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<sup>1</sup> This amount to be carried over to Form of Offer



## C3.1 Employer's Works Information

### 1.1 Description of the works

#### Executive overview

The fuel hydrant system pit valves at O. R. Tambo International Airport are vital for the safe and effective refuelling of aircraft that utilise Jet -A1 fuel. The pit valves (or pit coupler valves) enable safe refuelling of aircraft via pressurised pipeline for large wide-body aircraft effectively and efficiently. This is done by coupling a refuelling rig to the fuel hydrant system via the hydrant pit (coupler) valve, and then connecting the refuelling hose of the refuelling rig to the aircraft. The pit valves sealing faces have become, through fair wear and tear degraded to such an extent that leaks can occur. It is envisioned that the Contractor will replace all pit coupler valves at O. R. Tambo International Airport, currently installed on the Alpha, Bravo, Charlie, Echo, Foxtrot, Delta and Golf aprons.

#### Employer's objectives and purpose of the works

In brief, the *Contractor* is to perform the replacement of all fuel hydrant system pit valves at O. R. Tambo International Airport (ORTIA, or the airport) safely (in accordance with all applicable legislation) and in such manner as to ensure minimised impact to fuelling operations and to ensure zero environmental impact. The objective is to address all shortcomings of the system relative to all applicable legislation, industry standards and industry best practise. These shortcomings and non-conformances include but are not limited to the following:

- a) Excessive wear on pit valve coupling sealing faces causing increased risk of fuel leaks during fuelling operations.
- b) Internal seal and O-ring degradation due to operational wear.
- c) API adapter ring wear.
- d) Failure of chrome coating on poppet piston, rust forming on some components due to operator-inflicted damage/negligence.
- e) Pilot valve coupling wear due to female adapter wear on trucks/vibration and dust collection.

Therefore, the *Employer's* purposes for the *works* includes the installation of suitably selected Jet-A1 fuel hydrant coupler pit valves that possesses improved material qualities (such as hardness) to ensure improved service life by reducing wear on sealing faces. Also, inadvertent "pop-off" (disconnection) must be prevented to ensure safe refuelling without causing fuel leaks.

The *works* are to be performed in accordance with Energy Institute (namely EI1584, EI1560, and EI1540)

#### Interpretation and terminology

The following abbreviations are used in this Works Information:

| Abbreviation | Meaning given to the abbreviation |
|--------------|-----------------------------------|
| ACSA         | Airport Company South Africa      |
| ORTIA        | OR Tambo International Airport    |



|         |                                    |
|---------|------------------------------------|
| SANS    | South African National Standards   |
| OHS ACT | Occupational Health and Safety Act |
| PO      | Purchase Order                     |
| OEM     | Original Equipment Manufacture     |
| RSA     | Republic of South Africa           |
| UOM     | Unit of Measure                    |

## 1.2 Extent of the works

The *Contractor* will be fully responsible for meeting all requirements in this document regarding the *works*.

The *Contractor* is to perform all required hoarding, draining, flushing, soak testing, pressure testing and certification, and reinstatement of *sections* to complete the replacement of pit valves, i.e., the *works*. For each *section* of the *works*, all work will be carried out in compliance to all applicable standards and aviation fuel industry best practise (including the Energy Institute, the Joint Inspection Group, American Petroleum Institute, and the South African National Standards), as well as any applicable governing law (including the Occupational Health and Safety Act, and all applicable regulations thereof). Where applicable standards, regulations or best practises required in the execution and completion of the *works* required in this contract differ, the most stringent requirement shall apply.

The *Contractor* will be responsible for providing labour of sufficient skill (in terms of expertise, experience, and qualifications) and quantity for the successful completion of the *works*. The *Contractor* will ensure that his/her staff complement is of a sufficient quantity to allow for uninterrupted supply of labour in the event of industrial action, staff taking sick leave, paid leave and will allow for all staff related eventualities.

The *Contractor* shall continuously ensure that all staff is competent and suitably skilled, trained and academically qualified to perform the tasks and duties required of them in this contract. The *Contractor* shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his/her personal permit returned and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required period as provided for in the project plan provided by the *Contractor* at award, or as amended by agreement between the *Contractor* and the *Project Manager*. Any work impacting on any operations of stakeholders and the airport shall be attended-to until restored to fully safe and fully effective operation. The completion of any part or *section* of the *works* may not be delayed unless agreed to by the *Project Manager*.

All work shall be charged upon completion of a *section* of the *works* and as per the *activity schedule*. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by the scheduled project team. The on-site maintenance contractor shall be notified prior to the commencement of work on any *section* of the *works*. A handover shall take place between the *Contractor* and the maintenance contractor after completion of each *section* of the *works*.

The *Contractor* will be responsible for providing, storing, maintaining and inspecting all Plant and Materials (including all tools and/or special equipment) required to complete the *works*, either on Site or on their premises to comply with the requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.



The *Contractor* shall ensure that, unless a special arrangement is made with the *Project Manager*, all senior staff members and on-site support staff is always immediately reachable via cell phone. The *Contractor* shall ensure that all staff are issued with uniforms that will comply with a minimum requirement as agreed with the *Project Manager* from time to time. Current airport requirements are: steel-tipped non-static safety shoes, hearing protection equipment and a uniquely numbered retro-reflective jacket (for easy identification via CCTV).

### **Generic Specifications**

All work shall conform to all relevant SANS standards (EI, JIG, API and SANS), OHS ACT 85 of 1993 regulations and all other legislations that might be relevant to this Contract and the execution thereof.

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

### **Environment**

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

At no time shall the *Contractor*:

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

### **Daily records**

The *Contractor* shall keep accurate daily records of staff attendance, progress on the works, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the *Project Manager* at any time. All records shall be in a format as agreed with the *Project Manager*.

### **Proof of compliance with the law**

The *Project Manager* may at any time request from the *Contractor* reasonable proof that the *Contractor* is in compliance with applicable laws or regulations.

### **Cell phones and two-way radios**

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

The *Contractor* will **not** be allowed to use two-way radios at the airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.

### **Protection of the public**

The *Contractor* shall take special care not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded against injury to any person or damage to any property.

### **Barricades and lighting**

Where hoarding, barricades or lighting is required in the execution of the works, the *Contractor* shall provide same. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding and illuminating the works. Lighting provided shall be spark- and explosion-proof as the works shall be taking place in the vicinity of live fuelling supply and storage operations.



## 1.3 Management and start up.

### Management meetings

The *Contractor* is expected to attend risk reduction meetings relating to contract management, project progress updates 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.

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

| Title and purpose                      | Approximate time & interval  | Location   | Attendance by:                             |
|--|--|--|--|
| Risk register and compensation events  | Upon request by either the <i>Employer</i> or the <i>Contractor</i>                      | Mechanical Maintenance main boardroom or via Microsoft Teams | <i>Employer, Contractor and Supervisor</i> |
| Overall contract progress and feedback | Monthly, at 10H00, on the first Tuesday of every month, for the duration of the contract | Mechanical Maintenance main boardroom or via Microsoft Teams | <i>Employer, Contractor and Supervisor</i> |

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

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

### Health and safety risk management

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

The *Project Manager* shall be entitled to fine the *Contractor* an amount of **R3000.00** 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.

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.

It shall be the *Contractor*'s responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the *Project Manager*.

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

**NOTE:** 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 **Fuelling Operator**. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g., safety, goggles, boots, harness, etc.) The *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.

The *Contractor* must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

No person shall perform an unsafe / unhygienic act or operation whilst on *Employer* premises.

No unsafe/dangerous equipment or tools may be brought onto or used on *Employer* premises. The *Employer* reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the *Employer* and without affecting the terms of the contract in any way.

The *Employer* reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss incurred by the action taken. 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.

The *Contractor* shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

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

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

## Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in this document. The *Contractor* is expected to sign the undertaking in this regard as attached. The fuel storage depot is a national key point and is managed as such. Entry to the fuel storage depot will not be granted unless on the basis of an approved safety file containing all of but not limited to the following;

- a full Hazard Investigation and Risk Assessment,
- medical certificates for all deployed human resources,
- scope of work

## 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.

## Invoicing and payment



Within two days of receiving a payment certificate from the *Project Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to the following Address,

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

and shall include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager*;  
The contract number and title;  
*Contractor's* VAT registration number;  
The *Employer's* VAT registration number 4930138393;  
Description of work done by cross reference to *Project Manager's* certificate;  
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;  
Quote the Purchase Order number and receipt number as a reference

The *Contractor* should arrange with ACSA's finance department for making all payments electronically.  
Invoices should be submitted via email to [Invoices.Acsa@airports.co.za](mailto:Invoices.Acsa@airports.co.za)

### Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, Annexure D of the *contract data* provided by the *Employer*.

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.

### 1.4 Scope of Work

The *Contractor* shall ensure that execution of the *works* is in full compliance with all applicable SANS standards, JIG Bulletins, API Standards, EI Standards and the Occupational Health and Safety Act (OHSA) of 1993 with all its relevant regulations.

### GENERAL DESCRIPTION OF THE WORKS

The *works* are described in further details in the breakdowns below where illustrative equipment sizes and specifications have been provided. The *Contractor* is to confirm all quantities, dimensions, and pricing at tender stage during site visits. All required crane hire and establishment, hoarding, labour, compressors, drainage road tankers, pumps, consumables, etc., must be priced for in the *activity schedule* accordingly to ensure the *works* are completed per *section* without delay. All plant and equipment must be intrinsically safe for the work to be performed safely and have the necessary explosion or spark-proof rating (EX-rating, ATEX-rating, or IETEC certification). The *works* must be performed in a safe manner and while ensuring the elimination of any spillage of Jet-A1 fuel, injury to any person, damage of any property or impact to airside operations (which



includes but is not limited to fuelling operations, aircraft turnaround operations, or the movement of people, baggage, vehicles, and equipment).

### Replacement of Fuel Hydrant Pit Valves

The *Employer* requires that the *Contractor* perform at least the following, in line with the activities shown in the activity schedule and is provided as a summary of the works and a combination of the sections to be completed. The responsibility remains with the *Contractor* to confirm the accuracy of quantities, labour requirements, requirements of plant and equipment in order to perform the works:

| Description   | Qty  |
|---|------|
| CLAVAL 4" 4th Edition Hydrant Pit Valves C/W air-operated pilot valve | 221  |
| 4-inch 150# Full Face Novus 49 3mm Gasket                             | 221  |
| 6-inch 300# Spiral Wound 316 Inner & Outer Gasket                     | 221  |
| M16 X 95mm A192 B8M CL2 Studs, Nuts and Washers                       | 1768 |
| M20 X 120mm A192 B8M CL2 Studs, Nuts and Washers                      | 2652 |
| Molykote 1000 1kg Tin   | 20   |

All equipment to be used in the execution of work shall be safe for work in explosive environments and be intrinsically safe, (i.e., lighting, pumps, etc., shall carry EX-rating, ATEX-rating or be IECEx certified).

**It must be noted that there will be height differences among the hydrant pits such that the pit valve sealing faces will be at different distances from the top of the hydrant pit boxes. Spools and adaptors must be priced for such that the tolerances for the distance between the pit valve sealing face and the top of the hydrant pit box does not exceed 100mm and is not less than 75mm. Please refer to the standard EI1584.**

### PROJECT SPECIFICATIONS

#### GENERAL

Any conflict between the specification notes and details on the tender and construction drawings used for this contract must be brought to the attention of the *Project Manager* for clarification, prior to commencement of the works.

#### NATIONAL STANDARDS

The standards that shall apply to the mechanical, structural, electrical and civil works in this contract shall include but not be limited to the following:

| Item | National/International Standards | Title   |
|------|----------------------------------|---|
| 1    | ASME B31.4                       | Pipeline Transportation Systems for Liquids and Slurries  |
| 2    | EI1560                           | Recommended Practice for the Operation, Inspection, Maintenance and Commissioning of Aviation Fuel Hydrant Systems and Hydrant System Extensions  |
| 3    | JIG Bulletin                     | All applicable bulletins  |
| 4    | ASME B31.3                       | Process Piping  |
| 5    | SANS 10089-3                     | The petroleum industry Part 3: The installation, modification, and decommissioning of underground storage tanks, pumps/dispensers and pipework at service stations and consumer installations |
| 6    | SANS 10089-2                     | The petroleum industry Part 2: Electrical and other installations in the distribution and marketing sector  |
| 7    | SANS 10100-2                     | The Structural Use of Concrete - Materials and execution of work  |



|    |            |  |
|----|------------|--|
| 8  | SANS 10142 | Code of Practice for the Wiring of Premises  |
| 9  | SANS 347   | Categorization and conformity assessment criteria for all pressure equipment   |
| 10 | SANS 10108 | Hazardous Area Classifications   |
| 11 | API 2350   | Overfill Protection for Storage Tanks in Petroleum Facilities  |
| 12 | API 1540   | Design, Construction, Operation and Maintenance of Aviation Fuelling Facilities  |
| 13 | PER        | Pressure Equipment Regulations of the OHS Act (85/1993)  |
| 14 | EMR        | Electrical Machinery Regulations of the OHS Act (85/1993)  |
| 15 | EIR        | Electrical Installations Regulations of the OHS Act (85/1993)  |
| 16 | JIG 1      | Aviation Fuel Quality Controls and Operating Standards for Into-Plane Fuelling Services  |
| 17 | JIG 2      | Aviation Fuel Quality Controls and Operating Standards for Airport Depots and Hydrants   |
| 18 | EI1584     | 4-inch Hydrant System Components and Arrangements  |
| 19 | EI1560     | Recommended Practice for the Operation, Inspection, Maintenance, and Commissioning of Aviation Fuel Hydrant Systems and Hydrant Systems Extensions |
| 20 | EI1540     | Design, Construction, Commissioning, Maintenance, and Testing of Aviation Fuelling Facilities  |

## PROJECT SPECIFICATIONS

### **Assembly**

It must be noted that there will be height differences among the hydrant pits such that the pit valve sealing faces will be at different distances from the top of the hydrant pit boxes. Spools and adaptors must be priced for such that the tolerances for the distance between the pit valve sealing face and the top of the hydrant pit box does not exceed 100mm and is not less than 75mm. Please refer to the **standard EI1584**.

### **Construction waste**

All demolition and construction waste from the site shall be managed by the *Contractor* and disposed of in accordance with ACSA approved procedures. This will all be done in accordance with the *Employer's* Environmental Management Plan (EMP – T010 001P) and the Site Waste Management Plan (SWMP – T050 002M) for the site, a copy of which can be made available to the *Contractor*. The *Contractor* will also have to prepare their own SWMP for approval by the *Employer*.

### **Workshop Detail Drawings**

Unless otherwise noted the structural fabrication shall include for the preparation of all workshop detail drawings as noted below:

- The process and instrumentation diagrams will be issued to the *Contractor* by the *Employer*, where these are available.
- All dimensions and section sizes will be strictly adhered to.
- All details shown on the *Employer's* drawings will be adhered to.
- Deviations from the above requirements will require the prior written approval of the *Employer*.
- Hold points for approval and a program schedule for these approvals will be agreed for each section before detailing begins. The *Employer* will check overall geometry, member sizes, and conformity to the above detailing parameters.
- Approval by the *Employer* will not relieve the detailer of his responsibility in ensuring full conformance of the structure to the *Employer's* requirements and those shown on the construction drawings.



- The *Employer* and the *Contractor* will keep signed copies of the plans and elevations at approval hold points.

#### **Protective Treatment**

- Piping steelwork (except where specified as galvanised) will be prepared, primed, and finish painted in accordance with all applicable JIG, API and SANS standards, ASME codes, as well as the PER and all applicable standards.
- There is a preference for all new steelwork to be shop painted complete before transporting to site. This will ensure good quality control and minimum dirt contamination on the paint finish in the workshop to achieve the desired dry film thickness. The steelwork must be adequately protected during transport and handling to prevent damaging the paint finish. Steel rope may not be used to lift steelwork unless lifting eyes and lugs are installed on the steel members. Lifting straps must be used to lift steelwork when in direct contact.
- Touch-up painting of the steelwork on site will be carried out to the paint manufacturer's specification, after inspection of the installed steelwork for damage by the *Contractor* and *Project Manager*. The cost shall be carried by the *Contractor*.

#### **GENERAL REQUIREMENTS**

- The list of sub-contractors proposed by the *Contractor* will be reviewed and approved by the *Project Manager* and *Supervisor* prior to their appointment by the *Contractor*.
- The *Contractor* must submit at the end of the contract works, all marked up redline drawings and Quality Control documents to the *Project Manager* for approval. The contract payment retention will not be released until as-built drawings and Quality Control documents are submitted and approved.

#### **Storage**

ACSA will NOT provide storage of any equipment, plant, materials and/or tools at airport premises. It will be the *Contractor's* responsibility to store and move equipment, plant, materials and/or tools from the *Contractor's* premises to installation sites. It will also be the responsibility of the *Contractor* to store and dispose of equipment and materials removed from aircraft gates.

#### **Disposal**

The *Contractor* is required to remove all existing equipment, rubble, debris, and/or waste that is deemed to be no longer necessary and safely and legally dispose of same. A disposal certificate will be required by the employer. All proceeds recovered from the disposal of equipment, parts and materials are to be reimbursed to the *Employer*. Upon Completion of the works, the *Contractor* shall perform full site de-establishment, including the removal of all site offices and site workshops and restore the *Employer's* property, as far as is reasonably practicable, to the state it was in before the site was established.

#### **Subcontracting**

Should any part of the works be subcontracted, the *Contractor* will be responsible for all Works as if it was done so by the *Contractor*.

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

#### **Resources**

##### **Minimum requirements of people employed on the Site**

A schedule of *key personnel* to this Contract will be provided to the *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*. The *Project Manager* may



request the replacement of any person with unsatisfactory performance or who fails to comply with this contract.

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

All *key personnel* are required to have personal airside access permits to access the site and Airside Vehicle Operators Permit to drive on the airside (AVOP). All vehicles are required to be covered under the insurance provided by the contractor as Annexure D – Insurance Clauses in the contract data. This is a requirement for the issuing of vehicle airside access permits.

The *Contractor* shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the tender price in this regard.

The *Contractor* must ensure that he/she is, always, familiar with ACSA'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 ACSA 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, camera equipment or camera-equipped cell phones 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 access 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.

## 1.5 Construction

### Completion, testing, commissioning, and correction of Defects

#### Work to be done by the Completion Date

On or before the completion of each *section*, the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case, before the dates stated. Each valve chamber (*section*) or collection of valve chambers (*sections*) shall have issued all required certifications for installed or refurbished components to ensure the safe reinstatement to normal operations of the *section*. This will include communication to appointed maintenance service providers, the ACSA Airport Management Centre, and the airport storage facility operator. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.



| <b>Item No.</b> | <b>Item of work</b>  | <b>To be completed by</b>        |
|-----------------|--|----------------------------------|
| 1               | Operation and Maintenance training of on-site personnel (ORTAFS) | 5 working days after Completion  |
| 2               | Handover of Operation, Maintenance and Training Manuals          | 5 working days after Completion  |
| 3               | Closure Report   | 10 working days after Completion |



**ANNEX A**

**TOOLS AND SPECIAL EQUIPMENT**

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that delays to completion of the *works* must be kept to an absolute minimum. Any **exclusion** to the above should be listed with the lead-time required to deliver same to site.

It must be noted that all equipment to be used in the completion of the *works* or *sections*, must be intrinsically safe (EX-rated, ATEX-rated, or IECEx-certified), due to the presence of highly flammable Jet-A1 fuel vapours.

| Number | Item description | Lead time |
|--------|------------------|-----------|
|        |                  |           |
|        |                  |           |
|        |                  |           |
|        |                  |           |
|        |                  |           |
|        |                  |           |
|        |                  |           |
|        |                  |           |
|        |                  |           |

**Software**

No Software required



## C3.2 Contractor's Works Information

The Contractor is to provide details or specification of parts to be used for the REPLACEMENT OF FUEL HYDRANT PIT VALVES.



## C4 Site Information

### Site Location

The project site is located within the boundary of O. R. Tambo International Airport. The general elevation of the site is estimated to be approximately 1,680 m above mean sea level.

The coordinates of the site in global longitude, latitude is:

- South 28° 08' 5.2404"
- East 28° 14' 25.9008"

### Description

The works are situated at the airside of O. R. Tambo International Airport that is currently maintained and operated by O. R. Tambo Fuelling Services (ORTAFS) represented by the managing participant, Air BP.

### General Site Conditions

|                          |             |
|--------------------------|-------------|
| Temperature (Min - Max)  | 6°C to 40°C |
| Relative Humidity        | 15% to 60%  |
| Wind                     | 28m/s       |
| Height above Sea Level   | 1,680 m     |
| Slope(Existing/Modified) | Level       |
| Seismic                  | N/A         |