



## NEC3 Engineering & Construction Contract

**Between Airports Company South Africa  
(Registration no: 1993/004149/06)**

**and [Insert at award stage]  
(Reg No. \_\_\_\_\_ )**

**for Instrument Landing System Replacement at Chief  
Dawid Stuurman International Airport**

<b>Contents:</b>	<b>No of pages</b>
<b>Part C1 Agreements &amp; Contract Data</b>	<b>[•]</b>
<b>Part C2 Pricing Data</b>	<b>[•]</b>
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**CONTRACT No. [Insert at award stage]**

Part C1: Agreements & Contract Data

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
[to be inserted from Returnable Documents at award stage]	
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
[to be inserted from Returnable Documents at award stage]	
C1.3 Proforma Guarantees	[•]

## 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 a **service provider for Instrument Landing System Replacement at Chief Dawid Stuurman International Airport for a Period of 24 Months**

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the amount due inclusive of VAT is	R
(in words)	

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 \_\_\_\_\_

## 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 Limited  
Chief Dawid Stuurman International Airport  
Aeropark Office Complex,  
Block A, 1<sup>st</sup> Floor, Alister Miller Drive  
Walmer, Port Elizabeth, Eastern Cape  
South Africa

(Insert name and address of organisation)

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		
6		
7		

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.

### For the tenderer:

### For the Employer

Signature \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

## C1.2 ECC3 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X2: Changes in the law</b>
		<b>X5: Sectional Completion</b>
		<b>X6: Bonus for early Completion</b>
		<b>X7: Delay damages</b>
		<b>X15: Limitation of Contractor's liability for design to reasonable skill and care</b>
		<b>X16: Retention</b>
		<b>X17: Low performance damages</b>
		<b>X18: Limitation of liability</b>
		<b>X20: Key performance indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited (reg. no: 1993/004149/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at 24 Johnson Road, The Maples Office Park, Bedfordview, Johannesburg,</b>
10.1	The <i>Project Manager</i> is: (Name)	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	
	e-mail	

11.2(13)	The <i>works</i> are	A detailed engineering design, site surveying, procurement, supply, installation, and construction of the complete Instrument Landing System (ILS) facilities and Decommissioning of the Existing ILS Installation at Chief David Stuurman International Airport
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Availability of As Built information</li> <li>• Access to Site</li> <li>• Site Constraints and Constructability</li> <li>• Long lead items</li> <li>• Weather conditions</li> <li>• Existing services</li> <li>• Project Program delay</li> <li>• Payment delay</li> </ul>
11.2(15)	The <i>boundaries of the site</i> are	Chief Dawid Stuurman International Airport (CDSIA)
11.2(16)	The Site Information is in	Part 4: Site Information section of this contract
11.2(19)	The Works Information is in	Part 3: Scope of Work of this contract and all documents to which it makes reference.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Seven (7) working days
<b>2</b>	<b>The Contractor's main responsibilities</b>	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Twenty-Four (24) months upon signing of the contract by ACSA
30.1	The <i>access dates</i> are:	One (1) week after signing the contract by ACSA
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks after signing the contract by ACSA
31.2	The <i>starting date</i> is	Upon signing of the contract by ACSA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Four (4) weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	The Employer and Others will have access to the works during construction or prior to completion. Such access by the Employer and Others shall not relieve the Contractor from liability for the completion of the works in accordance with the Works Information and in terms of this contract.
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	12 months after Completion of the whole of the <i>works</i> .

43.2	The <i>defect correction period</i> is	<b>Two (2) weeks</b>
47	The Contractor submits a quality plan for acceptance within:	<b>Two (2) weeks after signing the contract by ACSA</b>

## 5 Payment

50.1	The <i>assessment interval</i> is	<b>Four (4) weeks.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Four (4) weeks.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank as determined from time to time.</b>

## 6 Compensation events

60.1(13)	<p>The place where weather is to be recorded is:</p> <p>The <i>weather measurements</i> to be recorded for each calendar month are,</p> <p>The <i>weather measurements</i> are supplied by</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>and which are available from:</p>	<p><b>Weather recording stations closest to Chief Dawid Stuurman International Airport.</b></p> <p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 09:00 hours South African Time</b></p> <p><b>and these measurements:</b></p> <p><b>South African Weather Services</b></p> <p><b>Weather recording stations closest to Chief Dawid Stuurman International Airport.</b></p> <p><b>the South African Weather Bureau</b></p>
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7	<b>Title</b>	<b>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.</b>
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## 8 Risks and insurance

80.1	These are additional <i>Employer's</i> risks	<b>None</b>
81.1	The Contractor's Risk	<p><b>Add:</b></p> <p><i>Definition of Force Majeure -</i></p> <p><i>The following additional conditions must satisfied:</i></p> <p><i>(1) The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats</i></p>

		<p><i>made; and has requested the persons or leaders to cease all unlawful conduct; and</i></p> <p><i>(2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and</i></p> <p><i>(3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and</i></p> <p><i>(4) The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and</i></p> <p><i>(5) The Contractor has ensured that the court order is enforced.</i></p>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>See Annexure C to this Contract Data provided by the Employer.</b>
84.1	The <i>Employer</i> provides these additional insurances	<b>None</b>
84.1	The <i>Contractor</i> provides these additional insurances	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , 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	<b>Whatever the Contractor deems necessary in addition to that provided by the Employer.</b>
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•].</b>
<b>9</b>	<b>Termination</b>	<b>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.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Refer to Contract Data Part C2: Pricing Data, Bill of Quantities as per tender submission</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>The person selected from the panel of adjudicators listed in Annexure B of this Contract</b>

		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	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	

## 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.
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.
X15	Limitation of the <i>Contractor's</i> liability for his design to reasonable skill & care	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X16	Retention	
	The <i>retention percentage</i> is	5% of the Contract value.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The Total damages suffered and/or losses incurred to the Employer's Property
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The Total damages suffered and/or losses incurred to the Employer's Property

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 damages suffered and/or losses incurred to the Employer's Property 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>• Defects due to his design which arise before the Defects Certificate is issued,</li> <li>• Defects due to manufacture and fabrication outside the Site,</li> <li>• loss of or damage to property (other than the works, Plant and Materials),</li> <li>• death of or injury to a person;</li> <li>• damage to third party property; and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	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.
Z	The <b><i>Additional conditions of contract</i></b> are	<b>Z1 to Z24 below.</b>

## 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: Pro forma Security Bonds and Guarantee**

**[Insert applicable security bonds and guarantees]**

## **Annexure B: 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.

<b>Potential Adjudicator</b>	<b>Email Address</b>	<b>Chamber</b>
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 C: 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 – **R300 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**

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

**Send to : Airports Company South Africa**

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

**E-Mail The Following People :**

[Nokulunga.Masiza@airports.co.za](mailto:Nokulunga.Masiza@airports.co.za)

[Buhle.Mnguni@airports.co.za](mailto:Buhle.Mnguni@airports.co.za)

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

## **1 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 \_\_\_\_\_

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

#### Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)<sup>1</sup> in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 152 to 154 of the ECC3 Guidance Notes.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Where a form field like this [ ] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise complete by hand and in ink.

Completion of the data in full, according to Options chosen, is essential to create a complete contract.

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(18)	The <i>working areas</i> are the Site and	<b>Only Site Area. See C4: Site Information</b>
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job: Responsibilities: Qualifications: Experience:	<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>Twenty-Four (24) months upon signing of the contract by ACSA</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Existing Services</li> <li>• Access to Site</li> <li>• Delay in supply of material and/or equipment</li> <li>• Progress of the works against the program</li> <li>• Travelling public and ACSA stakeholders</li> <li>• Long lead items</li> <li>• Weather conditions</li> <li>• Existing services</li> <li>• Project Program delay</li> <li>• Payment delay</li> </ul>
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	Part C3 'Scope of Works' section of this contract
31.1	The programme identified in the Contract Data is	Program schedule as per tender submission
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	<p><b>(in figures)</b></p> <p><b>(in words), excluding VAT</b></p>
11.2(31)	The tendered total of the Prices is	

## Annexure B: Forms of Securities

### Pro formas for Bonds & Guarantees

### 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  
Aeropark Office Complex  
Block A, 1st Floor  
Alister Miller Drive  
Walmer

Guarantor's reference No.

Date:

Dear Sirs,

**Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]**

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. _____ 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]

2. The Guarantor's liability shall be limited to the Guaranteed Amount.
3. 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 \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_

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

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

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

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

**[Insert Guarantor's stamp]**

PART 2: PRICING DATA

Document reference	Title	No of pages
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C2.2	The <i>bill of quantities</i>	8

## C2.1 Pricing assumptions: Option B

### 1.1 General assumptions

- 1.1.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 1.1.2 The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 1.1.3 An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.
- 1.1.4 The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.
- 1.1.5 The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

### 1.2 Pricing Instructions

- 1.2.1 All Prices are to be shown excluding VAT unless instructed otherwise stated by the Employer in Tender Data or in an instruction the Employer has given before the bidder enters his Prices.
- 1.2.2 If there is insufficient space in the Price List which follows, state in which document the Price List is contained.
- 1.2.3 All Prices are to be shown excluding VAT unless instructed otherwise stated by the Employer in Tender
- 1.2.4 All prices are fixed and firm.
- 1.2.5 Prices must include customs and duties for items procured overseas.

## C2.2 the *bill of quantities*

### **Airport Training Courses**

1. AIT (Airside Induction Training)  
Initial – R 667.00 Excl. VAT  
Refresher – R 506.00 Excl. VAT
2. General Security Awareness Training – R862 (Excl. Vat)

### 3. Permit Prices

#### Chief Dawid Stuurman Airport

Permit Type	Adjusted Prices (VAT Excluded)	Adjusted Prices (VAT Included)	Adjusted Prices (VAT Included)
AVOP Permit	50,83	7,62	58,45
Cell phone	42,72	6,4	49,12
Damaged Card Re-Print	101,67	15,25	116,92
<b>PERMANENT PERMITS</b>			
Permanent Permit 2 yrs. without card holder	169,44	25,41	194,85
Permanent Permit – 2 yrs. with card holder and clip	181,33	25,39	206,72
Permanent Permit – 6 days and over without holder	169,44	25,41	194,85
Permanent Permit – 6 days and over with holder and clip	181,33	27,19	208,52
Upgrading Category	101,67	15,25	116,92
<b>Lost Permits (ADDITIONAL TO PERMIT ISSUED)</b>			
1 <sup>st</sup> Lost including AVOP	101,67	15,25	116,92
2 <sup>nd</sup> lost	200,65	30,09	230,74
<b>Temporary Permits</b>			
1 Day	25,26	3,79	29,00
2-5 days with card holder and clip	32,69	4,9	37,59
2-5 days without cardholder and clip	32,69	4,9	37,59
<b>Permanent Vehicle permits</b>			
1 Year	847,95	127,14	975,09
Change of registration	75,8	11,39	87,19
Edit Vehicle Permit	75,8	11,39	87,19
Add on permit costs	3524,56	531,36	4055,92
<b>Vehicle AIRSIDE PERMITS</b>			
1 Day	30,47	4,57	35,04
2 Days	57,22	8,58	65,8
3 Days	83,97	12,59	96,56
1-3 Months	211,8	31,77	243,57
4-6 Months	418,39	62,75	481,14
6-12 Months	847,95	127,19	975,14
Lost Vehicle Permit	1571,04	235,65	1806,69
<b>VPAF as at 31/07/2013</b>	3564,78	534,71	4099,49
6 months permit (Add on fees / 2)	1782,39	267,35	2049,74
4 months permit (Add on fees / 3)	1188,26	178,23	1366,49
3 months permit (Add on fees / 4)	891,19	133,67	1024,86
2 months permit (Add on fees / 6)	594,13	89,11	683,24
1 months permit (Add on fees / 12)	297,06	44,55	341,61

Use this page as a summary page or as a cover page to the *bill of quantities*.

Price Schedule 1: Preliminary and General					
No.	Description	UOM	Qty	Rate	Total Excl. VAT
1.1	Training	Sum		R	R
1.2	Permits	Sum		R	R
1.3	Squitter Hire for the duration of the project	Sum		R	R
1.4	Vehicle Permit	Sum		R	R
1.5	Safety File	Sum	1	R	R
1.6	Insurance	Sum	1	R	R
1.7	Forward Cover	Sum	1	R	R
1.8		Sum		R	RR
<b>Total Price Schedule 1: Preliminary and General</b> <b>(Carry forward to Summary Pricing Schedule)</b>					

Price Schedule 2: Design, Supply, Delivery, and Installation						
No.	Description	UOM	Qty	Rate	Total VAT	Excl.
<b>2.1</b>	<b>EQUIPMENT</b>					
	<b>ILS Localizer Systems – CAT III</b>					
2.1.1	Supply, delivery, install and commission Two-Frequency Dual Transmitter Localizer (CATIII) as described in Contractor's Works Information combined with all accessories. Including localiser antenna system with masts	Each	2			
2.1.2	Supply, delivery, install and commission Near Field monitor antenna system (frangible) Localizer combined with all accessories	Each	2			
	<b>ILS Glide Path Systems – CAT III</b>					
2.1.4	Supply, delivery, install and commission Glide Path System Two-Frequency Dual Transmitter Glide Path with Hot standby monitoring (CAT III), as described in Contractor's Works Information combined with all accessories.	Each	2			
	Glide Path Antenna System (M-Array) or equivalent					
2.1.5	Supply, delivery, install and commission M-Array Glide Path Antenna System or equivalent, as described in Scope of Supply combined with all accessories, including a Glide Path Antenna and a mast.	Each	2			
2.1.5	Supply, delivery, install and commission Near Field monitor antenna system (frangible) Glide path Runway combined with all accessories.	Each	2			
	<b>DME Equipment</b>					
	Supply, delivery, install and commission DME and directional DME antenna complete as described in the scope of Supply combined with all accessories.	Each	2			
<b>2.2</b>	<b>ACCESSORIES FOR REMOTE CONTROL &amp; RMM</b>					
2.2.1	ILS Changer Over control Units as described in Scope of Supply combined with all accessories.	Each	2			
2.2.2	Remote maintenance & Monitoring (RMM) Workstation as described in Scope of Supply, including:	Each	1			
2.2.3	RMM Software	Each	1			
2.2.4	Personal Laptop computer with serial port to connect to ILS	Each	2			
<b>2.3</b>	<b>Spare Parts &amp; Test Accessories for ILS (Depot Spares Kit for LLZ/GP, CAT II/III)</b>					
2.3.1	Set of spare Transmitter and Receiver Modules for Localizer and Glide Path, containing one of each type of plug-in module in the system, as described in the scope of supply.	Each	4			

2.3.2	Power supply units	Each	2		
2.3.3	Remote Monitoring and Maintenance Workstation	Each	1		
2.3.4	Power Amplifier/Modulator - Localiser	Each	3		
2.3.5	Power Amplifier or Modulator- Glidepath	Each	3		
2.3.6	Signal Monitoring of the aerial and standby transmitter monitoring kit/module - Localiser	Each	2		
2.3.7	Signal Monitoring of the aerial and standby transmitter monitoring kit or module – Glide Path.	Each	2		
	<b>Accessories for ILS</b>				
2.3.8	Installation Materials and consumables for LLZ, GP, DME and Tower.	Sum	1		
2.3.5	Lightning Protection, power surge/dip protection and Earthing Systems for all relevant equipment and devices as described in the scope of supply combined with all accessories.	Sum	1		
2.3.6	Obstruction lights as described in the scope of supply combined with all accessories (including all the buildings, antennas).	Sum	1		
	<b>Spare Parts for DME</b>				
	Site Spares kit for DME Low Power, as specified in the Scope of Supply combined with all accessories.	Each	2		
2.4	Test Equipment				
	Special Test Equipment				
2.4.1	NAV Analyzer of ILS Localizer, Glide Path, DME, VOR and including ILS checker software with integrated GPS, as described in the scope of supply combined with all accessories.	Sum	1		
<b>Price Schedule 2: Design, Supply, Delivery, and Installation</b> <b>(Carry forward to Summary Pricing Schedule)</b>					

Price Schedule 3: Other Works					
No.	Description	UOM	Qty	Rate	Total Excl. VAT
<b>3.1</b>	<b>Site Assessment, Site Survey and Terrain Determination</b>				
3.1.1	Site Survey and Analysis and implementation	Sum	1		
<b>3.2</b>	<b>Civil Works &amp; Communication Integration</b>				
3.2.1	Civil Works including site preparation, concrete foundations for Shelters, Glidepath Antennae, Localizer Antennae, datum etc	Sum	1		
3.2.2	Crane hire, height access equipment hire, rigging equipment hire and any Equipment Hire etc. Specify	Each	1		
<b>3.3</b>	<b>Redundancy Fibre Network Communication between 4 x Sites and ATC Tower</b>				
3.3.1	Upgrade of communication system to newest version which will integrate seamlessly with ATNS systems as well as SAWS system.	Sum	1		
3.3.1	Supply, deliver and install redundancy network switches with associated housing cabinets. Installation should include any required fibre to serial converters and fibre splicing.	Sum	1		
3.3.2	Refurbish manholes and sleeves for fibre network as they are in a bad condition	Sum	1		
3.3.3	Decommission the existing OTN communication cabinet and switches.	Sum	1		
<b>3.4</b>	<b>Factory Acceptance Testing and Equipment Familiarisation</b>				
3.4.1	Factory Acceptance Test as per the Employer's Works Information	Sum	1		
3.4.2	Factory training (specialised training on the system) as per the Employer's Works Information	Sum	1		
3.4.3	Technical and Maintenance Training for maintenance personnel as per the Employer's Works Information	Sum	1		
3.4.4	Operator Training for ATC personnel as per the Employer's Works Information	Sum	1		
<b>3.5</b>	<b>Commissioning</b>				
3.5.1	Commissioning services for the offered equipment, including system run-up and ground tests.	Sum	1		
3.5.2	Flight testing and Calibration by SACAA	Sum	1		
<b>3.6</b>	<b>Shelter and Equipment</b>				
3.6.1	Supply, deliver and install Shelter as per scope.	Each	4		
3.6.2	Supply, deliver and install the 18000 BTU Air conditioner high reliable units coated with Bluechem. 10 Year warranty as per scope.	Each	8		

3.6.3	Supply, deliver and install 70sqm XLPE 4 core electrical cable, joint and termination as per scope.	Metres	400		
3.6.4	Supply, deliver and install Wall mounted Distribution Board – 14-way 100 A rated, H: 240 x W: 325 x D: 108 mm including PE and N terminals as per scope.	Each	4		
3.6.5	Removal and disposal the old container housings.	Each	4		
3.6.6	Supply, deliver and install LED above the equipment shelter entrance doors IP65 Waterproof: LED Outdoor Wall Light IP65 waterproof, weatherproof, and rust proof, Warranty 3 years as per scope.	Each	4		
3.6.7	Supply, deliver and install 40W 600mmx600mm surface mount ceiling LED fixture, Warranty: 5 Years as per scope	Each	8		
3.6.8	LOC 08 - Supply, deliver and lay the 110mm PVC cable conduits between individual ILS sites and antennas (re-measurable)	Metres	500		
3.6.9	LOC 26- Supply, deliver and lay the 110mm PVC cable conduits or sleeve between individual ILS sites and antennas (re-measurable)	Metres	600		
3.6.10	GP 08- Supply, deliver and lay the 110mm PVC cable conduits between individual ILS sites and antennas (re-measurable)	Metres	500		
3.6.11	GP 26- Supply, deliver and lay the 110mm PVC cable conduits between individual ILS sites and antennas (re-measurable)	Metres	600		
3.6.12	Supply, deliver and install Lithium Battery pack backup up to 4 x hours per ILS system	Each	4		
3.6.13	Supply, deliver and install Static UPS including accessories at 08 and 26 ILS and Glide Path.	Each	4		
<b>3.7</b>	<b>Handover and Maintenance Documentation</b>				
3.7.1	As-built drawings in pdf format and DWG format	Sum	1		
3.7.2	Maintenance and Operating Manuals, List of Critical Spares (with OEM names and OEM part numbers), Datasheets of installed equipment, and schedule of all installed equipment - Hard Copy and Soft copy in English	Sum	1		
3.7.3	Warranty Documentation - Hard Copy and Soft copy in English	Sum	1		
3.7.4	Certificate of Compliance for Electrical Installation - Hard Copy and Soft copy in English	Sum	1		
<b>Price Schedule 3: Other Works</b> <b>(Carry forward to Summary Pricing Schedule)</b>					

SUMMARY PRICING SCHEDULE	
DESCRIPTION	TOTAL
Price Schedule 1: Preliminary and General	R
Price Schedule 2: Design, Supply, Delivery, and Installation	R
Price Schedule 3: Other Works	R
SUB-TOTAL	R
CONTINGENCY @ 10%	R
GRAND TOTAL <i>(Carry over to Form of Offer and Acceptance)</i>	R

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
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C3.2	<i>Contractor's Works Information</i>	
	Total number of pages	

## C3.1: EMPLOYER'S WORKS INFORMATION

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## 2 Description of the works

### 2.1 Executive overview

The Instrument Landing System (ILS) is a navigational aid as required by ICAO Annex10 and SACAA CATS 139 for safety and guidance of aircraft during bad weather conditions and low visibility operations. It is a precision approach system that provides guidance to the pilots to align the aircraft with the runway and ensures that the aircraft is descending at the correct angle. The ILS technology has greatly enhanced aviation safety by enabling pilots to conduct instrument approaches with a high level of accuracy. It allows for reliable and consistent landings, reducing the risk of runway incursions, and increasing operational efficiency.

The ILS category of operation for the current installation at CDSIA is detailed in the table below.

Airport Name	ILS Operation	ILS System Type	RWY's Fitted	Year of Installation/ Refurbishment	Years of Operation to-date	Useful Life (years)
Chief David Stuurman International Airport (CDSIA)	Category II	Normarc	RWY 08	2012	13	15
	Category II	Normarc	RWY 26	2012	13	15

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

The scope of work for the project includes the detailed engineering design, site survey, supply, installation, testing and commissioning of the Instrument Landing System of the category specified for each of the sites at Cape Town International Airport (CTIA), Chief Dawid Stuurman Airport (CDSIA) and George Airport (GA). The scope also includes all the activities needed to ensure the successful delivery of the ILS solution at each site which includes but not limited to the following activities:

- The geographical and positioning survey study at each site to cater for terrain variation in the design, selection, and installation of the ILS at each site.
- The supply of all ancillary equipment required to realise a fully functional ILS installation. These will include all computers and servers that need to be installed at the ILS sites and the ATC.
- Berthing civil works for shelters, structures, and routings of electrical and communications cables required for the delivery of a functional ILS installation.
- Decommissioning as per ACSA's requirements of the existing ILS equipment or installation at each site.
- Operator training to the Air Traffic Controller Operators.
- Maintenance training to ACSA appointed Maintenance Contractor.
- Provision of the minimum spare holding to meet the specified availability

The required ILS operation per airport is outlined on the table below.

Airport Name	RWY's Fitted	Current ILS Operation	New ILS Operation
Chief David Stuurman International Airport (CDSIA)	RWY 08	Category II	Category III ready
	RWY 26	Category II	Category III ready

The Category III ready ILS systems will be operated at the current ILS Category of operation in line with the licensing requirements. The Category III ready system is designed to meet the stringent requirements of Category III operations but use in lower operations of category. This ensures operational readiness for the airports in the case where Category III operation is required.

It is important to note that the the ILS replacemnt will take place in the live operating airport. It is in this regard, that all safety measured need to be adhered to and that the experience of the bidder in working in the live operating environment will form part of the functionality evaluation. The contract shall develop a preliminary program for the implementation of the ILS solution at the Airport. The contingency planning to prevent interruption to the airport operations need to be taken into consideration.

It is the responsibility of the bidder to ensure that the proposed solution power requirements are met by tapping electrical power from the power tap-off provided by ACSA. The electrical reticulation design for the supply of ILS equipment which also includes protection instruments and equipment and ability to switch over to back-up power in the event of grid failure shall be approved by an electrical engineering professional. All civil works shall also be signed off by a relevant civil engineering professional.

The detailed description of scope of works is provided below.

## **I. General Scope of Works**

The ILS solution shall consist of the following as a minimum:

- Localizer electronic system and 21-element or more localizer antenna subsystems
- Glide slope electronic system and glide slope antenna subsystems
- Distance Indication Equipment - DME subsystems co-located with ILS.
- Localizer far field monitoring equipment.
- Localizer and glide path near field monitoring.
- Remote control status unit (RCSU) and Control Tower Unit (CTU).

The scope includes:

- Geographical and positioning survey study to cater for terrain variation.
- Design and selection of the most suitable ILS CAT II (CAT III ready).
- RF cables, Electrical KIOSK replacements, Fibre network replacements and end-user equipment.
- Provision for dual system air-conditioning
- SACAA application or notification of the obstruction within the aerodrome
- Obstacles height lowering and clearance.
- Painting of the obstruction mast as per ICAO annexure 14 for mast, frangibility requirement for near field antenna within 900m of the landing approach lights.
- Provision of the four hours battery or inverter technology using latest lithium batteries for all the ILS system shelters.
- Decommissioning of the current CAT II ILS system
- Supply and delivery of the new CAT II (CAT II ready) ILS system
- Installation of the new ILS system.
- Interface of the new ILS system with ATNS DAID, CTU and other peripheral systems
- Replacement of consoles/displays in the ATC tower together with switchover between the two ILS system
- Conduct CAT II Flight calibration to be done on the entire ILS system including the ground calibration.
- The ILS system must include all computers and servers to be installed at the ILS sites and the ATC.
- Provide a software assurance with a highest-level determination.
- Fibre network communication redundancy
- Determination of the Localiser Sensitive Area (LSA) and Localiser Critical Area (LCA) to minimise the interference with CAT II system.
- Clear installation methodology taking into consideration that one runway ILS should be decommissioned and commissioned before the other runway ILS is installed. One runway ILS system to be installed at the time and accepted before the next runway ILS is installed. Start with RWY26 then followed by RWY 08.
- The ILS must be installed such that there will be no requirement to redesign the Instrument Flight Procedures.
- Provision of the minimum spares to meet the specified availability.

## **II. Site Assessment, Site Survey and Terrain Determination**

- Conduct the site survey on both runway 08 and 26 datum elevation and surrounding site terrain to ensure that a site is reasonably clear of any obstructions which could affect the radiated signals.
- Conduct the survey to determine the optimal position of both ILS Localiser and Glide Path antennas, monitoring equipment and subsystems
- Provide a detailed survey report and survey elevation angles to be integrated with the installed PAPI system lighting.
- Conduct assessment on site-specific factors that should be considered, including equipment siting, scalloping, ground test procedures and flight verification procedures. All identified obstacles should be factored in the design to eliminate any probable system signal disturbances

### **III. Design and Selection of CAT II ILS System**

- Demonstrate by means of Statement of Compliance that the systems have passed the design requirements, and it is certified according to ICAO Annexure 10 SARPS and ICAO Doc 8071 or European equivalent standards.
- System to integrate the site-based risk assessment to ensure the system reliability.
- Hardware and Software assurance documentation to be provided with the respective system assurance level.

### **IV. Civil works for the shelters and Cabling**

- Based on the initial assessment conducted in number 1, the necessary civil works should be executed for planting the antennas, laying of signal cables, identifying markers, marking reference datum, mounting nearfield antenna, mounting far field antenna, mounting auxiliary system and laying electrical cables.
- All existing position of the ILS Localisers and ILS Glide Path shall be maintained. The berthing of these equipment shall be maintained to minimise the approval process through the municipality for erection of the fixed structure as per municipal bylaws.
- Ground check points for the localisers need to be surveyed and provide a permanent indicator secured through concrete for ease of location.

### **V. SACAA application or notification of the ILS Systems obstacles within the aerodrome**

- Based on the survey assessment in number 1, bidder to submit the obstacles approval based WSG coordinates to SACAA for approval prior the planting of the antennas and ILS subsystems.
- Obstacles caused by ILS System installation to be marked as per ICAO Annexure 14 requirements.
- Obstacles to be marked and painted with the durable paint, and the required obstruction lights where the protrusion of the mast or erected structure violate Obstacle Limitation Surfaces

### **VI. Obstacles height lowering and clearance**

- Complete Aerodrome perimeter survey to identify any obstacles that will violate the increased LSA and LCA due to the ILS installation.
- Identify the new obstacles which will violate Obstacles Limitation Surfaces and notify the Aerodrome for rectification or reporting to SACAA.
- The Aerodrome shall decide whether to lower or eliminate the newly introduces obstacles due to increased LSA and LCA on receipt of the detailed survey report from the bidder during the complete aerodrome survey.

### **VII. Frangibility of Equipment within 900m from threshold**

- All ILS equipment that installed within 900m from threshold on either side of the Runway 08/26 should be frangible, where it is not practically possible, the exemption approval from SACAA should be sought by the service provider and approval handed to ACSA for record purpose.

### **VIII. Distance between the existing ILS shelters and ILS Antennas**

- Supply, deliver and lay the 1 x 110mm cable conduits and 1x spare between individual ILS site and antennas as per table below (these are measurable items).
- Supply, deliver and install the appropriate size RF cable between the antenna and the shelter.

- Supply, deliver and install the 70sqm XLPE 4-core power cable and corresponding eight (8) resin type joint kit.
- Equipment shelters equipment replacement for four (4) ILS sites

ILS Shelter	Distance Shelter to LOC antenna	Distance between Shelter to the Near Field Antenna
LOC 08	65 m	105 m
GP 08	10 m	55 m
LOC 26	65 m	102 m
GP 26	10 m	55

**IX. Equipment shelters equipment replacement e for four (4) ILS sites**

ILS LOC 08, ILS LOC 26, ILS GP08 & ILS GP 26

- Supply, deliver and install 8 x 18000 BTU Air conditioner units, high reliable units coated with anti-corrosion coatings. 10 Year warranty. Dual system air-conditioning

**X. Redundancy Fibre Network Communication between 4 x Sites and ATC Tower**

- There is currently an existing fibre network for communication between the sites and the tower. The ILS units are currently connected to the tower via the OTN communication system. These communication fibre cable network will be replaced as part of the scope. Replacement is required for the fibre cable network and OTN communication network system. The new ILS system will be required to communicate using these new communication OTN networks. Supply, deliver and install redundancy network switches with associated housing cabinets. Installation should include any required fibre to serial converters and fibre splicing.
- Decommission the existing OTN communication cabinet and switches.

**XI. Cable route from equipment room at ATNS Building to the ATC Tower**

- The fibre network cable terminates inside the ATNS equipment room
- The cables total distance from the equipment room to the furthest point in the tower is 40 m for remote display of the ILS information in the tower.
- Communication protocol between ILS and ATNS will be dependent on the equipment to be supplied

**XII. ILS Localiser and Glide Path Specification**

- The contractor shall provide a point-to-point statement document indicating how the bidders comply to each, and every requirement contained in the D109 MAN Standards and Guidelines for Instrument Landing System.
- The contractor shall provide the evidence or statement of compliance with Annex 10 for the ILS.
- Supply, deliver and install lithium batteries which have a minimum of four (4) hours back up capacity for each ILS System Equipment
- Supply, deliver and install corresponding servers, computer and display monitors at ATC tower.

**XIII. DME Specifications**

- The bidder shall provide a point-to-point statement document indicating how the bidders comply to each and every requirement contained in the D109 MAN Standards and Guidelines for Instrument Landing System.
- The bidder to provide of evidence or statement of compliance with Annex 10 for the DME.

**XIV. Installation Methodology**

- The ILS replacement will take place on the live operating runway; therefore, all safety protocol needs to be adhered to. ACSA Safety requirement will be the guiding principle.
- One ILS System i.e. Localiser and corresponding Glidepath will be decommissioned at the time whilst the installation is underway. The timing and scheduling will be critical in order to raise the AIP supplement taking into consideration the allowable time to raise the supplement through AIRAC cycle. The programme needs to be precise and adhered to during construction period. Commissioning and acceptance will be completed on the newly installed ILS system before the next installation is allowed.
- The diversion airport and the period of diversion need to be published as the part of the AIP supplement. It is therefore expected of the bidder to ensure that the time frames submitted are achievable to avoid penalties and disturbance to operations
- Bidder to submit the methodology, identifying all critical milestones, dependencies, critical path and float

#### **XV. Commissioning**

- Extensive ground and flight tests should be made to ensure that all parameters of the radiated signal are compliant with ICAO Annex 10 SARPS. Guidance for conducting these tests may be found in ICAO Doc 8071 and guidance for evaluating the results is available in ICAO Doc 8071 and in the Attachments to Annex 10. Long term performance measurements should be made to determine the stability of key parameters in an operational environment.
- The supplier will need to cost the commissioning (Flight Calibration) of the ILS through engagement with the CAA.
- Note: Flight calibration in only be conducted during the day and visible conditions.
- Ground calibration should be conducted and form the part of hand over documentation.
- Flight calibration to be conducted for Category II system.

#### **XVI. Equipment Protection**

- Provide the adequate power surge and power upstream protection devices as per equipment power rating.
- Provide adequate earthing system for earth fault protection.
- Provide adequate lightning protection devices for each field and equipment room devices as per SANS 1063 and SANS 10142-1

#### **XVII. Equipment Familiarisation**

- Provide adequate training to maintenance team and ATC operators. Maintenance team to be trained is 6 ATNS personnel, 21 ATC Operators and 2 ACSA personnel.
- FAT - 2 (1 ATNS & 1 ACSA)
- Factory training (specialised training on the system): 2 specialists
- Technical and Maintenance Training: 6 people
- Operator Training: 21 people

#### **XVIII. Programme and Scheduling**

Bidder to cater for AIP supplement publication (noting AIRAC cycle publication dates), SACAA approvals, municipality approvals (where applicable), AIT training, personnel vetting, risk assessment approvals by ACSA prior commencement of work, SACAA flight calibration scheduling and execution. Taking into consideration that only one ILS system will be decommissioned at the time.

#### **XIX. Test Equipment**

Provide test equipment for NAV Analyzer of ILS Localizer, Glide Path, DME, VOR and including ILS checker software with integrated GPS for maintenance team.

#### **XX. Hand Over Documentation**

The handover documentation shall be in accordance with the handover requirements stipulated in D109 MAN Standards and Guidelines for Instrument Landing System.

## 2.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
AIP	Aeronautical Information Publication
AIRAC	Aeronautical Information Regulation and Control
AIT	Aeronautical Information Transfer
AFC	Approved for construction
ATC	Air Traffic Control
ATNS	Air Traffic Navigation Services
AVOP	Airside Vehicle Operating Procedure
CAA	Civil Aviation Authority
CAT	Category
CATS	Civil Aviation Technical Standards
CTU	Control Tower Unit
DME	Distance Measuring Equipment
ICAO	International Civil Aviation Organisation
ILS	Instrument Landing System
LV	Low Voltage
SACAA	South African Civil Aviation Authority
SARP	Standards and Recommended Practice
RCSU	Remote Control Status Unit

## 3 Management and start up.

### 3.1 Management 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	Monthly	MS Teams/ Site/CDSIA	<i>Employer, Contractor, Supervisor</i>
Overall contract progress and feedback	Monthly	MS Teams/ Site/CDSIA	<i>Employer, Contractor, Supervisor</i>

The representatives of the contractor and the Airports Company South Africa to be present in the meeting as stipulated on the table above. The meetings shall be held at the Employer's site and at the venue to be communicated in advance by the project manager.

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 the purpose of 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.

## **3.2 Documentation control**

### **3.2.1 Correspondence**

All correspondence between the Contractor and the Employer shall be performed in an organised manner as defined below. In this context, by correspondence is meant:

- a) Letters
- b) E-mail

All correspondence originating from a sub-contractor shall first be dealt with and coordinated by the Contractor and submitted as the contractor's correspondence.

For the purposes of distribution and archiving, a correspondence of any type shall not deal with a mixture of various subjects. This refers to both technical and commercial items, i.e. where practical, each technical and commercial subject shall be dealt with in separate correspondence.

All correspondence shall bear the Project Title and the Contract Number.

Furthermore, all correspondence shall bear the date of issuance, in DD.MM. YYYY format.

#### **I. Letters**

For official correspondence with contractual and/or financial implications, letters shall normally be used.

The Contractor shall address all letters to the project manager.

The letters shall be compiled on official company letterhead and attached to email and not as a message contained in an email itself.

The letters to the contractor shall be submitted by the Project Manager.

The letter shall have an alpha numeric identification with reference to date and communication number.

#### **II. E-mail (Unofficial correspondence)**

For ease of communication, e-mail will be the preferred medium for "normal" communication. However, any communication which the originator regards as Official and "for the record" needs to be on a letterhead, signed and either faxed and/or submitted in hard copy to the recipient. Hence, in the case of a dispute, e-mailed correspondence shall not ipso facto be accepted as proof of error free communication. However, an e-mail shall be considered a valid document only once receipt has been acknowledged or after a response have been received.

The onus is on the sender to either scan confidential information or use Portable Document Format (.pdf).

Forms such as Payment Certificates and Invoices shall always either be scanned in or transmitted in .pdf files.

### 3.2.2 Documentation Identification and Submission

The documentation requirements cover the various engineering stages, from the design stage through fabrication, installation, testing and commissioning and most importantly for the operating, maintenance and training stage of the project.

The Contractor is responsible for the compilation and the supply of the documentation during the various project stages and to provide the documentation programme to link with the milestone dates.

The *Contractor* submits the Master Document List to the Employer on a monthly basis for tracking purposes irrespective of whether there are updates or not. The MDL includes list of drawings and documents and contains the following minimum information for each document:

- Date of submission
- Document description
- Document number
- Document Type
- Revision number
- Document Approval Status
- Document Authorisation Status (i.e. Accepted With Comments, Not Accepted with Comments, Accepted)

### 3.3 Health and safety risk management

The Contractor shall submit with this Tender, a complete Health and Safety Plan for this project, for the Employer's review and approval.

The Employer and the Contractor hereby agree, in terms of the provisions of any relevant legislation governing safety or health, that the Contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with the provisions of the legislation, namely:-

- a) The Contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of relevant legislation and the regulations promulgated in terms thereof, and
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the relevant legislation and regulations will be fully complied with, and
- c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the relevant legislation and regulations and expressly absolve the Employer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
- d) The contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the relevant legislation and regulations pursuant to work performed on behalf of the employer and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

The Contractor shall furthermore comply with all the Employer's requirements for security and safety. An active accident prevention programme shall be maintained. A responsible person shall be appointed and shall co-operate fully with the Engineers Representative in all matters pertaining to accident prevention. The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all regulations.
- The Construction Regulations, 2003.

The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures.

When ILS is in commission or is to be commissioned:

- The Contractor shall ensure that a team member on site of the Contractor is authorized as a Responsible Person.
- The Contractor shall ensure that the Responsible Person shall supervise the works at all times and be available to take permits where necessary.

The Employer may, at any stage during the duration of this contract, be entitled to:

- do safety audits at the Contractor's premises, its workplaces and on its employees.
- refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- issue the Contractor with a work stop order should the Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to above by the Contractor or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by the Employer in terms of the above and the Contractor shall have no claim against the Employer as a result thereof.
- An authorized Employer's representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above.
- The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
- The Contractor shall adhere to the applicable standards and procedures attached to this contract.

### **3.4 Environmental constraints and management**

The contractor to ensure that the design and his associated activities (installation, disposal of waste, noise, pollution etc.) complies with ACSA environmental policy. The contractor is required to report monthly on any environmental issues that affect the project or affected by project.

### **3.5 Quality assurance requirements**

Within the period stated in the Contract Data, the Contractor shall submit a comprehensive Quality Plan and supporting Work Procedures for the Employer's review and acceptance. These documents must detail the Contractor's quality control and assurance systems, including all procedures, manuals, and pro-forma checklists necessary to demonstrate compliance with the quality requirements specified in the Scope. The Quality Plan must clearly identify all relevant hold points, witness points, and inspection requirements, including those applicable outside the defined working areas. The Contractor shall also ensure that similar documentation is prepared and submitted for any Subcontractors, where applicable.

The Contractor must maintain this standard throughout the duration of the project. The Employer's acceptance of the Contractor's Quality Plan, inspection and test plans, or those of any Subcontractors, shall not relieve the Contractor of his obligation to execute the works in full compliance with the Contract requirements. All quality assurance documentation must be submitted in the format prescribed by the Employer and is subject to acceptance under the conditions outlined in the Works Information.

### **3.6 Programming constraints**

Within the period stated in the Contract Data, the Contractor's first revised program shall be submitted to the Employer for review and acceptance. The programme must include all required elements such as timing, sequencing, float, critical path, key dates, and clearly show the work of the Employer and Other stakeholders that may impact the Contractor's activities. It must also reflect any constraints related to airport operations and access restrictions, with input from relevant stakeholders to avoid disruption. The Employer's acceptance of the program shall not relieve the Contractor of his obligation to execute the works in full compliance with the Contract requirements.

### 3.7 Contractor's management, supervision and key people

The key personnel for the execution of the scope of work, their minimum experience, and minimum relevant education are highlighted on the table below.

Key Resource	Experience	Minimum Relevant Education & Qualification
Project Manager/s	The project manager must have adequate experience in project management of brown fields projects. At least one (1) year project management experience.	National Diploma
Lead Engineer/s:	The Lead engineer shall have design, installation, construction, testing and commissioning experience in delivery of successful Instrument Landing System solutions. At least one (1) year relevant experience is adequate.	BTech or Equivalent: Electrical/Electronics/Computer/Mechatronics)
Installation Technician/s or Electrician/s	The technician/s or Electrician/s shall have experience in the installation or maintenance of Instrument landing systems. One (1) year of relevant experience is adequate.	Trade tested installation electrician or Millwright

### 3.8 Invoicing and payment

Within seven 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 Airports Company South Africa SOC Ltd. and include on each invoice the following information:

- Name and address of the *Contractor* and the *Project Manager*;
- The contract number and project title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 493 013 8393;
- 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;
- (add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

### 3.9 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

### 3.10 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

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.

### **3.11 Training workshops and technology transfer**

The Contractor shall provide structured, on-the-job training workshops throughout the execution of the works and upon Completion, as part of the technology transfer obligations under this contract. These workshops shall be conducted at intervals agreed with the Employer in line with the submitted and accepted program, and shall cover the operation, maintenance, and troubleshooting of all systems and equipment supplied. On Completion, the Contractor shall carry out a comprehensive handover process, including practical demonstrations of system functionality to designated local operations and maintenance personnel. All training shall be supported by detailed user manuals, maintenance guides, and operational procedures to ensure sustainable knowledge transfer and long-term self-sufficiency of the Employer's team.

## **4 Engineering and the *Contractor's* design**

Under this design-and-build contract model, the Contractor is fully responsible for the engineering and design of all elements of the works, as specified in the Description of Works, Works Information and Guideline Manual document D109MAN. This includes the preparation of detailed designs, drawings, calculations, and specifications necessary to meet the Employer's requirements and ensure compliance with applicable laws, standards, and regulations. The Contractor shall manage the entire design process, including coordination, integration, and submission of designs for acceptance in accordance with the contract. The Employer provides performance requirements and any necessary reference information, but the design responsibility and associated risks rest with the Contractor

### **4.1 *Employer's* design**

The Employer has provided a detailed description of the works in this Employer's Works Information and the D109MAN Instrument Landing System Standards and Guidelines Manual document as part of the contract documentation. These documents define the Employer's operational philosophy and performance requirements for the project. Under this design-and-build model, it is the sole responsibility of the Contractor to ensure that the design and execution of the works comply fully with these specifications, as well as with all applicable statutory, regulatory, and industry standards. The Contractor must interpret and implement the Employer's requirements into a complete and functional design that aligns with the stated objectives and performance expectations.

### **4.2 Parts of the works which the *Contractor* is to design**

The Contractor is responsible for the detail design as per the Description of the works in this Works Information and the Employer's D109MAN ILS Standards and Guidelines Manual document.

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

The Contractor shall submit the design documents including design drawings, calculations, and specifications/datasheets to the Project Manager for review and acceptance to ensure compliance with the Scope of Works, Works Information, ACSA Standards and Guidelines Manual document D109MAN, **ICAO Annex 10, as well as** applicable standards, and statutory requirements. The Project Manager's acceptance of the designs does not absolve the Contractor of design responsibility, and non-compliant submissions may be treated as defects.

### **4.4 Other requirements of the *Contractor's* design**

None.

### **4.5 Use of *Contractor's* design**

The Contractor to allow the Employer to use detailed designs, drawings and all relevant documents for operational, maintenance purposes and for future developments whenever required.

### **4.6 Design of Equipment**

The Contractor submits particulars of the design including temporary works designs to the Employer for review and acceptance.

### **4.7 Equipment required to be included in the works**

The Contractor shall submit a comprehensive list of all equipment, tools, and machinery required for the execution of the Works, including any special tools necessary for the operation, maintenance, and calibration of the completed systems or works.

The Contractor shall also be responsible for supplying all calibration tools required to verify the performance of installed systems and components and must ensure that these tools are properly certified and traceable to national or international standards. Documentation for each item, including manufacturer data sheets, calibration certificates, and maintenance requirements, shall be submitted for review and acceptance by the Employer prior to installation.

#### **4.8 As-built drawings, operating manuals and maintenance schedules**

In accordance with the Employer's specifications which are provided to in the Employer's Works Information and the ACSA Standards and Guidelines Manual document D109MAN.

Upon Completion of the Works the Contractor is to provide final "as built" records in accordance with the requirements as laid out below and in accordance with ACSA Standards and Guidelines Manual document D109MAN.

Three (3) copies of the full sets of detailed drawings (as per drawing register) and one electronic copy of the drawing register are to be compiled by the Contractor at the end of the project in a hard copy format. In addition, the Contractor is to supply an electronic format of the records to the Project Manager.

Three (3) copies of the operation manuals and maintenance schedules are to be compiled by the Contractor at the end of the project in a hard copy format. In addition, the Contractor is to supply an electronic format of the documents to the Project Manager.

## 5 Procurement

### 5.1 People

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

All the contractor employees and sub-contractor employees shall obtain the permits from ACSA in line with ACSA requirements and shall undergo necessary training required to get the permits.

#### 5.1.2 BBBEE and preferencing scheme

In line with the Employer's requirements or policies, if applicable.

#### 5.1.3 Accelerated Shared Growth Initiative – South Africa (ASGI-SA)

Not applicable.

### 5.2 Subcontracting

#### 5.2.1 Preferred subcontractors

No preferred subcontractor or supplier by Employer.

#### 5.2.2 Subcontract documentation, and assessment of subcontract tenders

None.

#### 5.2.3 Limitations on subcontracting

The main contractor will be responsible for the subcontractor and must ensure that he complies to ACSA regulations and always have the correct PPE and comply to ACSA health and safety requirements.

#### 5.2.4 Attendance on subcontractors

Not applicable.

### 5.3 Plant and Materials

#### 5.3.1 Quality

All Plant and Materials used in the execution of the Works shall comply with the quality requirements defined in the ACSA D109MAN Standards and Guidelines Manual. Where quality standards are not explicitly stated, the Contractor shall ensure that materials and equipment conform to recognised international standards and are fit for their intended purpose. Quality shall be managed in accordance with the accepted Quality Plan, and all conformances must be supported by appropriate documentation such as certificates of compliance, test results, and manufacturer data sheets

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

The Employer shall not provide any free issue Plant or Materials for this contract. The Contractor is solely responsible for the procurement, storage, handling, and safeguarding of all required Plant and Materials. The Contractor shall clearly indicate the lead times for the procurement of such items within the programme and procurement schedule, ensuring alignment with the overall project timeline and avoiding delays to the Works.

#### 5.3.3 *Contractor's* procurement of Plant and Materials

The Contractor shall be fully responsible for the procurement of all Plant and Materials required for the Works, including ordering, coding, expediting, freighting, importing, transporting to Site, and storing prior to installation. All procurement activities must be carried out in accordance with the accepted programme and procurement schedule, ensuring timely delivery and compliance with the Employer's works Information, technical, and documentation requirements. Plant and Materials must be clearly codified and traceable throughout their handling and storage process.

The Contractor shall ensure that all warranties and guarantees from suppliers and manufacturers are issued in favour of the Employer, with validity periods and terms consistent with the operational life and performance requirements of the installed systems. The Contractor shall also provide comprehensive vendor data packages, including but not limited to operation and maintenance manuals, certificates of compliance, test reports, calibration data, and spare parts lists. These documents shall be submitted in the format specified in the Works Information and made available to the Employer in accordance to handover requirements.

#### **5.3.4 Spares and consumables**

The Contractor shall supply an initial set of essential spares and consumables such as OEM-recommended spare parts and other critical items required for commissioning, take-over, and the immediate post-completion period. These items must be clearly identified, delivered to Site with full documentation, and accepted by the Employer.

The minimum spare holding must be sufficient to ensure that the specified availability and performance requirements of the system are met without interruption. All spares and consumables shall be new, compliant with the installed systems, and their cost deemed included in the Prices

### **5.4 Tests and inspections before delivery**

All tests and inspections to be carried out prior to delivery to the Working Areas shall be conducted in accordance with the Employer's Works Information and the requirements set out in the ACSA D109 ILS Standards and Guidelines Manual. These pre-delivery tests may be witnessed by the Supervisor or other representatives authorised by the Employer, including overseas inspections where applicable. The Contractor shall provide timely notice of such tests, ensure access for the Employer's representative, and submit all relevant test procedures, certificates, and results for review and acceptance prior to shipment. Compliance with these requirements is a precondition for delivery and installation on Site.

### **5.5 Marking Plant and Materials outside the Working Areas**

Where payment is to be made for Plant and Materials before delivery to the Working Areas, the Contractor shall clearly mark such items as the property of the Employer in a durable and visible manner, referencing the contract number and item description.

The contractor to indicate how the guarantee of the material delivery will be ensured once the deposit is paid upfront.

### **5.6 Contractor's Equipment (including temporary works).**

Contractor equipment and material to be safely secured at all times especially when not used on the airside.

## 6 Construction

### 6.1 Temporary works, Site services & construction constraints

#### 6.1.1 *Employer's* Site entry and security control, permits, and Site regulations

Prior to commencing work, the Contractor and all personnel must attend a mandatory site induction facilitated by ACSA. The Contractor is responsible for arranging full medical examinations for all staff and coordinating induction scheduling with ACSA's Project Manager. Security protocols, including access control procedures, will be outlined during the induction and must be strictly followed. As ACSA premises fall under National Key Point Regulations, all personnel will be subject to SAPS security vetting. The Employer shall not be held liable for any consequences arising from a Contractor's personnel failing the vetting process

#### 6.1.2 Restrictions to access on Site, roads, walkways and barricades

Access within the Site shall be subject to operational restrictions, including designated working hours, controlled zones, and approved access routes. The Contractor shall ensure all work areas are clearly demarcated, secure, and safe, with appropriate barricades, signage, and traffic management measures in place. Unauthorised access to restricted or operationally sensitive areas is strictly prohibited

#### 6.1.3 People restrictions on Site; hours of work, conduct and records

Working hours on Site shall be subject to approval by the Employer and aligned with airport operational requirements. The Contractor shall ensure that all personnel, including those of Subcontractors, adhere to approved working hours, maintain professional conduct, and comply with all Site rules and safety protocols. A detailed daily record of all personnel on Site, including names, roles, and subcontracting entities, must be maintained and made available to the Project Manager or Supervisor upon request. These records may be used in the evaluation of compensation events or for audit and compliance purposes.

#### 6.1.4 Health and safety facilities on Site

None

#### 6.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

None

#### 6.1.6 Title to materials from demolition and excavation

The Contractor has no title to materials from demolition and excavations.

The contractor must submit a method statement to the environmental department regarding explosion and excavations.

#### 6.1.7 Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the working areas. See clause 11.2(10) for the definition of Others.

2) Requirements for liaison with and acceptance from statutory authorities or land owners.

#### 6.1.8 Publicity and progress photographs

None

#### **6.1.9 Contractor's Equipment**

Contractor to keep record of equipment on site, service history etc. and keep a copy on site.

The Contractor shall as part of his reporting includes a list of Contractors Equipment and material on site. The list shall include Registration numbers, serial numbers, whether it is rented with the provider's details.

#### **6.1.10 Equipment provided by the Employer**

None.

#### **6.1.11 Site services and facilities**

The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense, shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water. The Contractor shall provide everything else necessary for Providing the Works

#### **6.1.12 Facilities provided by the Contractor**

Facilities e.g., storage, site offices, vehicle, equipment provided by the contractor should be safeguarded by the contractor during the construction, and be removed off site upon the completion of the contract

#### **6.1.13 Existing premises, inspection of adjoining properties and checking work of Others**

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects or services.

#### **6.1.14 Survey control and setting out of the works**

Safety measures to be adhered to according OHS Act. Adhere to ACSA airside safety requirements regarding equipment, vehicles, and personnel operating on the airside.

Full risk analysis on working on height, next to aircraft and airside and mitigation thereof to considered as part of safety file requirements.

#### **6.1.15 Excavations and associated water control**

State any particular requirements for handling deep foundations and controlling water from excavations.
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#### **6.1.16 Underground services, other existing services, cable and pipe trenches and covers**

Contractor to ensure that other Underground services, other existing services, cable and pipe trenches and covers are identified to prevent any disruption to these services due to contractor's activities.

The Contractor shall be liable for all damage and breakage to other services. Repair will be done by adequately qualified personnel or contractors. If the damages or breakage is not repair / replaced to the satisfaction of the Engineer within a reasonable time, the Engineer shall be entitled to appoint another Contractor to repair such damage or breakage and debit the account of the Contractor. All damages and breakages are to be reported to the Engineer.

#### **6.1.17 Control of noise, dust, water and waste**

Contractor to take necessary steps to control noise, dust, water and waste during his/her activities onsite.

The site is to be maintained in a reasonable state of tidiness at all times.

Rubble may not be accumulated on site. Suitable skips are to be provided for the works.

All dust and debris resulting from construction work is to be contained within the hoarded site. Any materials and rubble outside the hoarded site will be removed by ACSA from the Airport without notice to the contractor and will be for the contractor's account.

The Contractor will ensure the proper handling and carting away of spoil material, and the cleaning of ablation areas set aside for the use of the contractor's staff.

#### **6.1.18 Sequences of construction or installation**

To be finalised by awarded bidder and submitted for approval.

#### **6.1.19 Giving notice of work to be covered up**

Notice of work to be covered up is to be given by the Contractor to the Project Manager. The Project Manager shall communicate the notice of work to the supervisor.

#### **6.1.20 Hook ups to existing works**

All attachment points for the overhead busbar systems are to be marked and approved by the Engineer.

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

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

On or before the Completion Date 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. 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.

	Item of work	To be completed by
	None	None

#### **6.2.2 Use of the *works* before Completion has been certified**

The Employer shall only take over the new Instrument Landing System (ILS) once it has been fully tested, commissioned, and confirmed to be operational in accordance with the Scope and applicable standards. Any use of the ILS prior to Completion certification shall be strictly for testing, calibration, or verification purposes as specified in the Works Information, and such use shall not constitute partial takeover. All testing and commissioning activities must be planned and executed in alignment with the airport's operational hours and safety protocols to avoid disruption to air traffic operations

#### **6.2.3 Materials facilities and samples for tests and inspections**

The contractor to present the product sample to the Project Manager prior the installation for review and acceptance.

The product sample shall be accompanied relevant factory test certificates and quality assurance documentation to demonstrate compliance with specified standards and performance requirements.

#### **6.2.4 Commissioning**

The contractor to submit the commission procedures and plan to the Project Manager for review and acceptance. The commissioning procedure and plans will be adhered to during commissioning.

The commissioning of the ILS shall also be in accordance with the Employer's Works Information and the ACSA D109MAN Standards and Guidelines Manual.

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

The contractor to ensure that he complies with all ACSA security, safety, environmental and operational requirements prior to the commencement of works complete accordingly.

#### **6.2.6 Take over procedures**

The works will be handed over partially or fully once commissioned and certified by Project Manager. The commissioning should be witnessed by both ACSA representative and the contractor representative.

All documentation as required by the Employer and Engineer is to be submitted.

#### **6.2.7 Access given by the *Employer* for correction of Defects**

The Project Manager shall arrange for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted. Performance tests after Completion

#### **6.2.8 Performance tests after Completion**

Contractor to ensure all necessary tests and calibrations are conducted and submit all reports to the *Employer*.

#### **6.2.9 Training and technology transfer**

The Contractor shall provide comprehensive training to the Employer's nominated operations and maintenance personnel on the use, calibration, and upkeep of the installed Instrument Landing System (ILS) and associated components. This includes on-site operational training, preventive and corrective maintenance procedures, and the provision of all relevant technical manuals. The Contractor shall also facilitate effective technology transfer to ensure the Employer can independently operate and maintain the system post-completion, in line with international best practices and OEM recommendations.

#### **6.2.10 Operational maintenance after Completion**

The Contractor shall provide the operational maintenance information in accordance with with the maintenance and handover requirements captured in the ACSA D109MAN Standards and Guidelines Manual.

## **7 Plant and Materials standards and workmanship**

### **7.1 Investigation, survey and Site clearance**

The Contractor shall ensure that a thorough inspection and clearance is conducted prior commencement of work of any other services that might be impacted by contractor's activities

Other investigations and surveys shall be conducted in accordance with the Employer's Works Information.

### **7.2 Building works**

As per the Employer's Works Information and in accordance with all the applicable SANS standards, industry best practices, and regulatory requirements.

### **7.3 Civil engineering and structural works**

As per the Employer's Works Information and in accordance with all the applicable SANS standards, industry best practices, and regulatory requirements.

### **7.4 Electrical & mechanical engineering works**

As per the Employer's Works Information and in accordance with all the applicable SANS standards, industry best practices, and regulatory requirements.

### **7.5 Process control and IT works**

As per the Employer's Works Information and in accordance with all the applicable SANS standards, industry best practices, and regulatory requirements.

### **7.6 Other [as required]**

None

8 List of drawings

8.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title

## **C3.2 *CONTRACTOR'S* WORKS INFORMATION**

This section of the Works Information will always be contract specific depending on the nature of the *works*. It is most likely to be required for design and construct contracts where the tendering contractor will have proposed specifications and schedules for items of Plant and Materials and workmanship, which once accepted by the *Employer* prior to award of contract now become obligations of the *Contractor* per core clause 20.1.

Typical sub headings could be

- a) *Contractor's* design
- b) Plant and Materials specifications and schedules
- c) Other

This section could also be compiled as a separate file.

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PART 4: SITE INFORMATION

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

## **PART 4: SITE INFORMATION**

### **9 Description of the Site and its surroundings**

#### **9.1 General description**

The Site is located within the airside operational environment of Chief Dawid Stuurman International Airport in Gqeberha (Port Elizabeth), Eastern Cape, South Africa. The works will primarily take place on the airside along the designated runway approach and departure paths, including installation areas for the localizer, glide path antenna, and associated equipment shelters and cabling. The Site is bounded by active airside infrastructure including taxiways, runways, and navigational aids, and is subject to strict operational and security controls under National Key Point regulations.

A detailed layout of the Site, including surrounding buildings, obstacle clearance zones, and restricted areas, is not available.

Particular consideration must be given to aircraft movement areas, obstacle limitation surfaces, and proximity to the terminal and air traffic control facilities, especially for activities involving cranes or excavation works.

#### **9.2 Existing buildings, structures, and plant & machinery on the Site**

The Site includes existing operational infrastructure such as runway lighting, airfield ground lighting (AGL) systems, navigational aids, communication cables, and power supply lines, all of which must remain fully operational during the execution of the works. As-built drawings of existing services and structures are not available. It is the Contractor's responsibility to identify, locate, and protect all existing underground and above-ground services to avoid disruption or damage. Appropriate surveys, trial pits, and coordination with ACSA's technical personnel shall be undertaken by the Contractor prior to any excavation or installation work. Any damage to existing services caused by the Contractor shall be repaired at the Contractor's cost, and work shall be coordinated to avoid interference with airport operations.

#### **9.3 Subsoil information**

No geotechnical reports, borehole logs, or subsoil condition data are available for the Site. It is the Contractor's full responsibility to carry out all necessary investigations to determine subsoil conditions relevant to the execution of the Works, including foundation design, earthworks, and installation of underground services. The Employer accepts no liability for any assumptions made by the Contractor regarding ground conditions.

#### **9.4 Hidden services**

Accurate details and drawings of hidden or underground services within the Site are not available. The Contractor is responsible for identifying the location and nature of all hidden services and underground structures prior to commencing any excavation or intrusive work. The Contractor shall take all necessary precautions, including conducting surveys and engaging with relevant authorities, to avoid damage or disruption to existing services. Any assumptions made by the Contractor shall be at their own risk, and any damage to existing infrastructure shall be repaired at the Contractor's cost.

#### **9.5 Other reports and publicly available information**

No additional technical reports, mapping, hydrological, or geological data are provided by the Employer. It is the Contractor's responsibility to obtain and review any publicly available information required to assess site conditions, develop construction methods, and prepare relevant designs. The Contractor is further reminded that Chief Dawid Stuurman International Airport is designated as a National Key Point under South African law. As such, the Contractor and all personnel must be familiar with and adhere to the provisions of the National Key Points Act and all related security protocols throughout the duration of the project

