

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER _____

PROJECT & CONTRACT TITLE

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED****PROJECT NAME AND NUMBER:****BID REFERENCE NUMBER: COR7931/2025/RFP****GENERAL BUILDING CONTRACTORS FOR THE COMMERCIAL ASSET REFURBISHMENT PROGRAM
AT ACSA AIRPORTS FOR A PERIOD OF 48 MONTHS****NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)**

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Applicable at ACSA Airports
 (The Employer)

(Registration Number : 1993/004149/30)

and _____

(The Contractor)

(Registration Number : _____)

for **GENERAL BUILDING CONTRACTORS FOR THE COMMERCIAL
 ASSET REFURBISHMENT PROGRAM AT ACSA AIRPORTS FOR
 A PERIOD OF 48 MONTHS**

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

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **GENERAL BUILDING CONTRACTORS FOR THE COMMERCIAL ASSET REFURBISHMENT PROGRAM AT ACSA AIRPORTS FOR A PERIOD OF 48 MONTHS.**

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

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

Option B	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is¹	R
	(in words – inclusive of VAT)	

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s) _____

Name(s) _____

Capacity _____

**For the
Bidder:**

(Insert name and address of
organisation)

Date

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

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Name &
signature of
witness**ACCEPTANCE**

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

The terms of the contract, are contained in:

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

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

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

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

Unless the tenderer (now **Contractor**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) _____

Name(s) _____

Capacity _____

for the Employer Airports Company South Africa SOC Limited
Western Precinct, Aviation Park, O.R. Tambo International Airport,
1 Jones Road, Kempton Park

(Insert name and address of
organisation)

Date

Name & signature
of witness

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

	<u>For the Employer</u>	<u>For the Bidder</u>
Signature (s)	_____	_____
Name (s)	_____	_____
Capacity	_____	_____
Name and Address	Airports Company South Africa SOC Limited Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park	
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
Date	_____	_____

Part C1.2a Contract Data**Part one – Data provided by the *Employer***

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	B: Priced Contract with bill of quantities
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X1: Price Adjustment for inflation X2: Changes in the law X5: Sectional completion X7: Delay damages X16: Retention X17: Low performance damages X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited,
	Address	Airports Company South Africa SOC Limited,
	Telephone	
	Fax	
10.1	The <i>Project Manager</i> is	TBC
	Address	Airports Company South Africa SOC Limited,
	Telephone	TBC
	E-mail address	

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10.1	The <i>Supervisor</i> is	TBC
	Address	Airports Company South Africa SOC Limited,
	Telephone	TBC
	Email	
11.2(13)	The <i>works</i> are	General Building Contractors for the Commercial Asset Refurbishment Program at ACSA Airports
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Existing Services • Access to Site • Delay in supply of material and/or equipment • Progress of the works against the program • Members of the public and ACSA stakeholders • Occupational and Health & Safety • Airport Operations & Working Hours • Managing Tenant Relocation / Reinstatement
11.2(15)	The <i>boundary of the site</i>	Contained in Part C4 'Site Information' section of this contract
11.2(16)	The <i>Site Information</i> is in	Part C4 'Site Information' section of this contract
11.2(19)	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Seven (7) days
2	The Contractor's main responsibilities	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.
3	Time	
11.2(3)	The <i>completion date</i> is	48 months from the start date
30.1	The <i>access date</i> is	Date to be confirmed before Contract is Signed
31.1	The <i>Contractor</i> submits a first (preliminary) programme within	2 weeks of the contract date
31.2	The <i>starting date</i> is	Date to be confirmed before Contract is Signed

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32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks																												
4	Testing and Defects																													
42.2	The <i>defects date</i> is	52 weeks after Sectional Completion has been certified per work package.																												
43.2	The <i>defect correction period</i> is	4 weeks																												
5	Payment																													
50.1	The <i>assessment interval</i> is	Every four (4) weeks																												
50.1	The <i>currency of this contract</i> is the	South African Rand																												
51.2	The period within which payment is made is	Four (4) – Six (6) weeks from date of invoice .																												
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time																												
6	Compensation events																													
60.1(13)	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose																												
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius																												
60.1(13)	Assumed values for the ten-year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	<table><tr><td>Month</td><td>Days</td><td>Month</td><td>Days</td></tr><tr><td>January</td><td>4*</td><td>July</td><td>1</td></tr><tr><td>February</td><td>3</td><td>August</td><td>2</td></tr><tr><td>March</td><td>3</td><td>September</td><td>2</td></tr><tr><td>April</td><td>2</td><td>October</td><td>2</td></tr><tr><td>May</td><td>2</td><td>November</td><td>3</td></tr><tr><td>June</td><td>1</td><td>December</td><td>1*</td></tr></table> <p>* = The number of working days lost allows for the annual statutory Construction holiday in December and January of each year</p>	Month	Days	Month	Days	January	4*	July	1	February	3	August	2	March	3	September	2	April	2	October	2	May	2	November	3	June	1	December	1*
Month	Days	Month	Days																											
January	4*	July	1																											
February	3	August	2																											
March	3	September	2																											
April	2	October	2																											
May	2	November	3																											
June	1	December	1*																											
7	Title	No data required for this section of the <i>conditions of contract</i>																												
8	Risks and Insurance																													
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data																												

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84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data (Refer to Part C1.5: ACSA Insurance Clauses for Capex Projects on page 20 of the NEC ECC). The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	Termination	No data required for this section of the <i>conditions of contract</i>
10	Data for Main Options	
B	Priced contract with Bills of Quantity	Refer to Pricing Instructions under Part C2 'Pricing Data' for information on the Activity Schedule
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is	Arbitration
W1.4(5)	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	

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X1	Price adjustment for inflation	The index referred to in this clause shall be deemed to refer to the Consumer Price Index (CPI) on the contract starting date. Price adjustment for inflation shall only take place on the contract anniversary date once a year. The adjustment shall be calculated based on the percentage change in the CPI from the contract starting date to the contract anniversary date. The adjustment applied in any assessment shall not exceed [5 %] per annum, of the base price component to which X1 applies."
X2	Changes in the law	No data is required for this Secondary Option
X5 & X7	Sectional Completion and delay damages used together	
X7.1 X5.1	Delay damages for late Completion of the sections of the works are:	Amount per day is 0.05%, to the maximum of 10% of the value of work for that section / work package.
X16	Retention	
X16.1	The <i>retention percentage</i> is	10% of the Contract value.
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused

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X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.
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The excluded matters are amounts payable by the Contractor as stated in this contract for

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

Z	The <i>Additional conditions of contract</i> are	Z1 – Z20
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Works:	
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose	
Z3	Other responsibilities:	
	Add the following at the end of core clause 27:	
Z3.1	The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date	
Z3.2	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.	
Z4	Extending the defects date:	

	Add the following as a new core clause 46:
Z4.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
Z4.3	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
	Amendment to the Secondary Option Clauses
Z6	Changes in Law: Add the following clause to secondary option X2 as X2.2:
Z6.1	A change in law is defined as:
Z6.1.1	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
Z6.1.2	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 <i>Contractor</i> to comply with any condition set out therein, or (iii) as a result of any act or omission of the <i>Contractor</i> , any Subcontractor or any affiliate to the <i>Contractor</i> .
Z7	Performance Bond
Z	Amend the first sentence of clause X13.1 to read as follows:
	The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.
Z	Add the following new clause as Option X13.2:
	The <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>contract period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> may claim the full amount of the performance bond and retain the proceeds as cash security
Z8	Limitation of liability:

Insert the following new clause as Option X18.6:	
Z8.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z8.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
Additional Z Clauses	
Z9	Cession, delegation and assignment
Z	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z10	Joint and several liability
Z10.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z10.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z10.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z11	Ethics
Z11.1	The <i>Contractor</i> undertakes:
Z11.1.1	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;
Z11.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z11.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z11.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z12	Confidentiality
Z12.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z12.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z12.3	This undertaking shall not apply to –
Z12.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z12.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z12.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
Z12.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z12.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z13	Employer's Step-in rights
Z13.1	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z13.2	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z14	Liens and Encumbrances
Z14.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time

Z15	Intellectual Property
Z15.1	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.
Z15.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z15.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z15.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z15.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:
Z15.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z15.5.2	the use of the <i>Contractor's</i> Equipment, or
Z15.5.3	the proper use of the Works.
Z15.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z16	Dispute resolution: The following amendments are made to Option W1:
Z16.1	Appointment of the Adjudicator Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".
Z16.2	The following clauses are added at the end of clause W1.3:
Z16.2.1	"The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
Z16.2.2	"Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to arbitration."
Z16.3	Appointment of the Arbitrator

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

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

Z17 Notification of a compensation event

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

Z18 BBEE Certificate

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

Z19 Communication

- Z19.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
- Z19.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z20 Delegation

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER _____

PROJECT & CONTRACT TITLE

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

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No. Email:	
11.2(18)	The <i>working areas</i> are	See C3 'Scope of Works' & C4 'Site Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name: Job: Responsibility: Qualifications: Experience:	
	Name: Job: Responsibility: Qualifications: Experience:	
	Name: Job: Responsibility: Qualifications: Experience:	
11.2(14)	The following matters will be included in the Risk Register	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER _____

PROJECT & CONTRACT TITLE

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES FOR CAPEX PROJECTS

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

Refer to annexure on Insurance Clauses Paragraph under paragraph 1.6 a), b), and c), for limits not less than what is specified:

- **Contract Works**
- **Construction public liability**
- **Contract works Sasria**
- **Aviation liability**

PART C2: PRICING DATA**C2.1 Pricing assumptions: Option B****SECTION 2 (PRICING DATA)*****The conditions of contract*****How work is priced and assessed for payment**

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 (ECC3) Option B states:

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(28) The Price for Work Done to Date is the total of the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.
		Completed work is work without Defects which would either delay or be covered by immediately following work.
		(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract, and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are used. Time related items are items measured using rates where the rate is a unit of time.

Function of the Bill of Quantities

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

Measurement and payment

Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

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.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

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.

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.

Refer to attached price schedule.

C2.2 Bills of Quantities

Refer to attached Bills of Quantities

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

C3.1: EMPLOYER'S WORKS INFORMATION

	Contents	Page
Part 3:	Scope of Work	
C3.1:	Employer's works Information	
1	Description of the works	
1.1	Executive overview	
1.2	<i>Employer's</i> objectives and purpose of the <i>works</i>	
1.3	Interpretation and terminology	
2	Management and start up	
2.1	Management meetings	
2.2	Documentation control	
2.3	Health and safety risk management	
2.4	Environmental constraints and management	
2.5	Quality assurance requirements	
2.6	Programming constraints	
2.7	<i>Contractor's</i> management, supervision and key people	
2.8	Invoicing and payment	
2.9	Contract change management	
2.10	Provision of bonds and guarantees	
2.11	Records of Defined Cost, payments & assessments of compensation events to be kept by the <i>Contractor</i>	
2.12	Training workshops and technology transfer	
3	Engineering and the <i>Contractor's</i> design	
3.1	<i>Employer's</i> design	
3.2	Parts of the <i>works</i> which the <i>Contractor</i> is to design	
3.3	Procedure for submission and acceptance of <i>Contractor's</i> design	
3.4	Other requirements of the <i>Contractor's</i> design	
3.5	Use of <i>Contractor's</i> design	
3.6	Design of Equipment	
3.7	Equipment required to be included in the <i>works</i>	
3.8	As-built drawings, operating manuals and maintenance schedules	
4	Procurement	
4.1	People	
4.1.1	Minimum requirements of people employed on the Site	
4.1.2	BBBEE and preferencing scheme	
4.2	Subcontracting	
4.2.1	Preferred subcontractors	
4.2.2	Subcontract documentation, and assessment of subcontract tenders	
4.2.3	Limitations on subcontracting	
4.2.4	Attendance on subcontractors	
4.3	Plant and Materials	
4.3.1	Quality	
4.3.2	Plant & Materials provided "free issue" by the <i>Employer</i>	
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	
4.3.4	Spares and consumables	
4.4	Tests and inspections before delivery	
4.4.1	Marking Plant and Materials outside the Working Areas	
4.4.2	<i>Contractor's</i> Equipment (including temporary works)	
5	Construction	
5.1	Temporary works, Site services & construction constraints	
5.1.1	<i>Employer's</i> Site entry and security control, permits, and Site regulations	
5.1.2	Restrictions to access on Site, roads, walkways and barricades	
5.1.3	People restrictions on Site; hours of work, conduct and records	
5.1.4	Health and safety facilities on Site	
5.1.5	Environmental controls, fauna & flora, dealing with objects of historical interest	
5.1.6	Title to materials from demolition and excavation	
5.1.7	Cooperating with and obtaining acceptance of Others	
5.1.8	Publicity and progress photographs	
5.1.9	<i>Contractor's</i> Equipment	

5.1.10	Equipment provided by the <i>Employer</i>	
5.1.11	Site services and facilities	
5.1.12	Facilities provided by the <i>Contractor</i>	
5.1.13	Existing premises, inspection of adjoining properties and checking work of Others	
5.1.14	Survey control and setting out of the <i>works</i>	
5.1.15	Excavations and associated water control	
5.1.16	Underground services, other existing services, cable and pipe trenches and covers	
5.1.17	Control of noise, dust, water and waste	
5.1.18	Sequences of construction or installation	
5.1.19	Giving notice of work to be covered up	
5.1.20	Hook ups to existing works	
5.2	Completion, testing, commissioning and correction of Defects	
5.2.1	Work to be done by the Completion Date	
5.2.2	Use of the <i>works</i> before Completion has been certified	
5.2.3	Materials facilities and samples for tests and inspections	
5.2.4	Commissioning	
5.2.5	Start-up procedures required to put the <i>works</i> into operation	
5.2.6	Take over procedures	
5.2.7	Access given by the <i>Employer</i> for correction of Defects	
5.2.8	Performance tests after Completion	
5.2.9	Training and technology transfer	
5.2.10	Operational maintenance after Completion	
6	Plant and Materials standards and workmanship	
6.1	Investigation, survey and Site clearance	
6.2	Building works	
6.3	Electrical & mechanical engineering works	
6.4	Process control and IT works	
6.5	Other	
7	List of drawings	
7.1	Drawings issued by the <i>Employer</i>	

1. Description of the works

1.1 Executive overview

Airports Company South Africa is focused on creating and operating world-class airports measuring up to international standards. The main focus of this program will be to refurbish and restore commercial assets within the business to an acceptable standard that serves business requirements whilst ensuring compliance with all relevant standards, regulations, legislation and industry best practise.

The appointed contractor will be tasked with executing various works as defined in the relevant work package. The employer through the Employers Agent will on a coordinated basis provide the contractor with one or more work packages which must be completed within an agreed time frame.

Rates tendered by the contractor on the bill of quantities and agreed by ACSA at award will be utilized when pricing of work packages.

The service scope is specifically designed to have the flexibility to execute on a wide range of refurbishment works and is designed to be tailored to the asset requiring refurbishment. The bills of quantities provided represent a schedule or framework of rates for common items that are expected to be encountered across the site(s). The schedule is provided to provide ACSA with a baseline of rates that will be applied to this contract and will form the basis upon which the allocation to the contractor will be made.

General Approach

- The appointed contractor will work in close coordination and under the supervision of the Employers Agent.
- The Employers agent will prepare scope of works, specifications and pricing schedules per individual work package and issue to the contractor.
- The contractor will review the scope of work, specifications and pricing schedules that have been prepared including carrying out the contractors own site inspection.
- The contractor will populate the price schedules with rates already included in the bills of quantities that has been agreed too.
- The contractor will provide quotations for PC Cost Amounts and Provisions as may be specified in the work package.
- The contractor will submit the populated price schedule and required quotations to the employer's agent.
- The contractor will submit a signed certificate confirming that he has reviewed all required documentation, conducted a site inspection and updated the price schedule using rates already agreed to in his contract.
- The contractor will be limited to the rates already agreed to at contracting stage.
- The contractor will further submit a baseline program for the work that is to be performed for the work package.
- The employers agent will upon receipt of the contractors submission, carry out a due diligence review and ensure that all rates populated are aligned to the agreed contracted rates and shall further review the proposed baseline program and shall ensure alignment with industry best practices with respect to time management to ensure that the shortest possible program durations are achieved for each work package.
- Following review, the employer agent shall make a submission to the employer, confirming the following
 - Work package has been specified and designed in line with prevailing regulations, legislation and best practice
 - Contractors' rates are aligned to agreed contract rates
 - Contractors baseline program is deemed to be acceptable
- Based on the submission, the employer shall reserve the right to determine if the work package proceeds or not.
- Only once approval for the work package has been obtained by the employer in writing, the contractor may then proceed with executing the work package.
- The process outlined above will be repeated for each work package that is to be executed
- The contractor will be expected to execute multiple work packages across the cluster simultaneously
- The client may appoint 1 or more contractors to a cluster to execute on work packages and may do so at any point throughout the refurbishment program.
- Full Operational Readiness and Transfer (ORAT) process as part of Handover Stage per work package. Full support role in coordination and management of the Operational readiness and Transfer (ORAT) process for the project, including coordination of all project stakeholders (Internal and External) for successful delivery of the ORAT process.

Employer's Work Planning & Sequencing

- The issuing of work packages will be dependent on the completion of the necessary planning between the employer, the employer's agent and other stakeholders as may be necessary.
- In the event that there are delays in work package preparation then issuing of work packages to contractors shall follow the sequencing of ranking based on price and preference for each cluster.

1.2 Employer's objectives and purpose of the works

The objective is to:

- The Employers objective is to refurbish commercial assets across eight (8) of the ACSA network airports.
- Align with relevant and applicable standards, regulations, legislation, and industry best practise.
- Strict adherence to time, cost and quality constraints.
- Ensure facilities meet business needs.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa SOC Limited
CLUSTER 1	Represents OR Tambo International Airport & Braam Fischer International Airport
CLUSTER 2	Represents Cape Town International Airport, George Airport, Upington Airport and Kimberly Airport
CLUSTER 3	Represents King Phalo Airport, Chief Dawid Stuurman International Airport and King Shaka International Airport
ORTIA	OR Tambo International Airport
CTIA	Cape Town International Airport
GRJ	George Airport
UPN	Upington Airport
KIM	Kimberly Airport
KPA	King Phalo Airport
CDSIA	Chief Dawid Stuurman International Airport
KSIA	King Shaka International Airport
OHS	Occupational Health & Safety
OEM	Original Equipment Manufacturer
SANS	South African National Standards
ECSA	Engineering Council of South Africa
SACPCMP	South African Council for the Construction and Construction Management Professions

2. Management and start up.

2.1 Management meetings

In order to facilitate the smooth functioning of the Works and to ensure the closest co-operation between all the parties concerned, the Employer or their Agent will call for regular meetings to be held on the site, at which a senior member of the Contracting firm (Contract Manager) and the General Foreman(s) of the Works will always be required to be

present. In addition to the above, other persons will be required to attend these meetings as and when their presence is necessary, e.g., Consultants in all disciplines, representatives of the various Sub-Contractors, etc. Proper minutes of these meetings will be kept by the Employer, or their Agent and copies will be circulated to all persons attending the meetings and to others who need to be kept informed.

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:
Kick-off Meeting	Once off at beginning of contract	Applicable site	Project Manager (and appropriate delegates and contractor)
Work Package Kick Off Meeting	Once off at the beginning of each work package on each site	Applicable site	Project Manager (and appropriate delegates and contractor)
Risk register and compensation events	As and when needed	Applicable site & Virtual	Project Manager (and appropriate delegates and contractor)
Overall contract progress and feedback	Twice per month 1. Physical on site meeting 2. Online virtual update meeting Meetings to be scheduled 2 weeks apart	Applicable site & Virtual	Project Manager (and appropriate delegates and contractor)
Safety Workshop	Once per Week	Applicable site	Contractor
Sectional Works Completion per work package	Once sectional works completion is achieved	Applicable site	Project Manager (and appropriate delegates and contractor)
Final Works Completion per work package	Once final completion is achieved	Applicable site	Project Manager (and appropriate delegates and contractor)

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.

2.2 Documentation control

The Contractor shall keep daily records of people and equipment employed as well as a site diary in respect of work performed on the site. At the end of each week, the Contractor shall provide the Employer's Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all sub-contractors on the works each day. At the end of each week, the Contractor shall provide the Employer's Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

The Contractor shall submit all documentation (including correspondence and drawings) to the Project Manager's requirements in accordance with the Project Manager's document control procedure. The Contractor shall use his own suitable document control system for the control, maintenance and handling of all relevant documentation and drawings issued to him.

2.3 Health and safety risk management

By the submission of a bid, any Bidder will if awarded the contract to which this bid document relates, envisaged by Section 37 (2) of the Act. As a mandatory the successful Bidder will be deemed to be the "principal contractor" and an

employer in his/her/their own right with duties as prescribed in the Act and accordingly will be deemed to have agreed to be solely responsible for ensuring that in connection with the service to which this bid document relates, all work will be performed and machinery and plant used in accordance with the Act. Should the Contractor, for whatever reason be unable to perform as required by the Act, the Contractor undertakes to inform the Employer accordingly.

Bidders are advised that it is a Condition of this Bid that a '**Construction Phase Safety, Health and Environmental Plan**' that specifically relates to the project must be prepared by the successful Bidder prior to the commencement of the Works all to the approval of the employer's agent.

Bidders are to take cognisance of the information and specifications provided in this tender document.

The contractors 'Construction Phase Safety, Health and Environmental' plan shall be updated to include new aspects following approval of each and every work package to be executed. The contractor shall ensure safety files, risk assessments, safe work procedures and key personnel are suited to execute the works in full accordance and compliance with the act.

The Contractor will be deemed to have satisfied himself with his obligations in terms of the Act and to have allowed for all costs arising from compliance with the Act as no claim for extra costs arising from compliance with, and obligations in terms of the Act will be entertained.

The contractor must ensure that a Professionally Registered Construction Health & Safety Agent is appointed to this project. This person shall be professionally registered with the SACPCMP.

The *Contractor* shall comply with the health and safety requirements contained in Annexures attached to this Works Information.

The Contractor ensures that its Sub-contractors comply with the requirements of the Employers house rules and applicable safety requirements

The Contractor shall comply with the employers safety requirements to the satisfaction of the Employer

A 'Permit to work' can only be obtained by the Contractor once the OHS Department has approved the safety plan and documentation.

The Contractor shall ensure that the site and work areas are kept neat, clean and tidy at all times and minimise potential hazards.

The Contractor shall provide their own safety equipment.

The Contractor shall undertake regular site safety toolbox talks. The toolbox talks shall take place at least once per week.

2.4 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure - EMS_048_Service_&_Maintenance_Contractors_Environmental_Terms_&_Conditions_to_Commence_Work (1).

The Contractor performs the works and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the Standard Environmental Specification.

2.5 Quality assurance requirements

The works shall always comply with:

- The Contractor shall have, maintain and demonstrate its use to the Project Manager (Employer Agent) the documented Quality Management System to be used in the performance of the works.
- The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under ECC Clause 31.2 to include details of:
 - Quality Plan for the contract;
 - Quality Policy; and
 - Index of Procedures to be used;
- The Project Manager indicates those documents required to be submitted for either information, review or acceptance and the Contractor indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the Project Manager responding to documents submitted by the Contractor for review or acceptance within the period for reply prior to such documents being used by the Contractor.

- The Quality Plan means the Contractor's statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the works meet the standards stated in the Works Information.
- The employers agent will ensure quality assurance objectives are met and the contractor must give the necessary co-operation and supply all the necessary management documentation as required.
- The Contractor shall ensure that the quality assurance requirements placed on him under this Contract are transferred into any subcontracts.
- Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.
- The Contractor's quality plan shall include or reference the quality plans of Sub-contractors.

2.6 Programming constraints

- General
The Contract programme, progress reports, subsequent updates, revisions and supplementary programmes as detailed in this section are an essential part of the project control system used by the Employer for managing the works and in monitoring the progress of the work under the Contract. The information and data provided by the Contractor pursuant to this procedure must therefore be reliable, accurate and timely in presentation.
- Programme submission
The Contractor's first Programme shall be submitted in both hard and soft copy forms within two weeks of the work package being issued to the contractor using a computer software package approved by the Project Manager.
The preferred software package is Microsoft Projects or similar approved.
- Contract programme (baseline)
The Contractor's First Programme shall become the "Contract Programme" or "baseline" against which actual time performance will be compared. Once the baseline has been established, all subsequent programmes will have baseline (target) bars shown against each activity. This programme will be used as the basis on which all variations, extensions of time and changes to methods of delivery shall be assessed.
Identified deviations from the baseline shall be addressed by the Contractor by either demonstrating that the deviation does not constitute a problem to the overall Contractor's Programme or providing a course of action to remedy the deviation.
- Revisions to contract schedule
The Project Manager's written approval of any revised contract programme shall be given prior to the revised contract programme becoming the new contract programme.
Additional detail may be inserted into the Contract Programme at the request of either the Contractor or the Project Manager. In such cases, the overall start and finish dates of the detail activities shall not vary from the original summary activity(s) that were replaced.
All revisions to the contract programme shall be prepared by, and at the cost of the Contractor.
- Supplementary programmes
The Project Manager may at any time, and at the cost and expense of the Contractor, direct the Contractor to produce supplementary programmes to highlight a particular aspect of the work under the Contract. The Project Manager shall not unreasonably request supplementary programmes.
- Cash flow
The Contractor shall submit to the Project Manager a detailed cash flow chart based on the contract programme showing the anticipated cash flow as represented by expected payment claim submissions, not only payments received.
- Progress reporting
To demonstrate the actual progress of the work under the Contract the Contractor shall, on a bi-weekly basis, update and submit the contract programme and the progress to the Project Manager.
The contract programme shall be in the form of a two week look ahead schedule, and shall show the following two separate bars for each activity so as to enable comparison of the actual progress to the contract programme:
 - The contract programme "baseline" activity bar
 - The current schedule activity bar identifying the currently forecast start and finish dates of the activity, and the status (% completion of each activity).
- Progress monitoring and review
Monitoring and review of the progress of work under the Contract shall consist of an assessment of all activities currently in progress. The following shall be determined:
 - percentage complete;
 - forecast completion date;
 - deviations from the baseline programme; and
 - actions required to remedy any deviations.
- Monthly status report

The Contractor shall provide a written status report by the 20th of each month or such other reporting period as may be required by the Project Manager from time-to-time. The report shall summarise progress and problems encountered during that month in respect of all parts of the work under the Contract.

As a minimum the report shall include:

- progress against the current approved contract programme;
- summary of progress achieved during the period;
- list of milestones achieved during the period;
- status of design, procurement, and off-site works;
- status of on-site works;
- deviations from the contract programme "baseline", and in particular, the forecast completion dates of activities which have or should have commenced;
- status of approvals;
- actual or anticipated problems with corresponding action plans to minimise the impact;
- summary of works planned for the following period, and
- cash flow status versus the original forecast.

The progress report shall form the basis of a monthly progress meeting between the Project Manager and the Contractor.

- **Monthly expediting report**

The Contractor shall submit to the Project Manager by email within four (4) days after month-end a report on progress of any off-site manufacturing activities of the Contractor during the previous month.

The report shall state the current percentage progress of each major piece of equipment as applies at that date.

Each report shall state the actual completion date for those manufacturing activities completed in the last reported period, shall advise the anticipated completion date for each major piece of equipment and shall comment on any delay or variance with respect to scheduled progress.

The Contractor shall also report his calculated overall completion percentage for each Subcontract at each report date.

2.7 Contractor's management, supervision and key people

As stipulated in the tender data, the key resources required in managing and delivery of the project are the following:

No	Resource	Qualification	Experience
1	Contracts Manager	Refer to functionality criteria	Refer to functionality criteria
2	Construction Health & Safety Agent	Refer to functionality criteria	Refer to functionality criteria
3	Site Administrator / Site Clerk	NQF4 or higher	1 year administration experience
4	Supervisor / Forman	NQF 6 or higher built environment qualification	Five (5) years or more post graduate experience
5	Artisans	Trade tested (Where trade tests are available/required in South Africa)	Three (3) years or more post trade test experience
6	Electrical Subcontractors	Relevant CIDB grading + Regulated competencies	Demonstrate experience and successful completion on 3 similar projects
7	Plumbing Subcontractors	Relevant CIDB grading + Regulated competencies	Demonstrate experience and successful completion on 3 similar projects
8	Mechanical Subcontractors	Relevant CIDB grading + Regulated competencies	Demonstrate experience and successful completion on 3 similar projects
9	Civil Subcontractors	Relevant CIDB grading + Regulated competencies	Demonstrate experience and successful completion on 3 similar projects
10	Other - specialist subcontractors to provide resources required based on prevailing site conditions will be indicated at the time of issuing the individual work package and must be adhered too.		

The Bidder must ensure that the key resources have a comprehensive understanding of the NEC Contract Agreement stipulated in the contract data.

The employer's expectation is that the key resources have the necessary experience in managing, scheduling, planning and delivery of the works.

- The Contractor shall make an adequate, experienced and stable project team available for the duration of the contract. Every effort must be exercised by the Contractor to minimise replacement of individual project team members in order to ensure optimum contract management continuity.
- It is a requirement of this contract that the Contractor employs a full time, fully qualified and experienced Contract Manager who has been delegated sufficient authority to manage the full contract efficiently on Site for the duration of the contract.
- It is a requirement of this contract that the Contractor employs a full time, fully qualified and experienced Foreman/supervisor who has been delegated sufficient authority to manage each work package efficiently on Site during works on the specific package. The Foreman/supervisor is required to be fluent in English, both in writing and orally.

Note: Work packages executed simultaneously or where durations overlap shall have separate foreman/supervisors appointed to each work package.

- An organogram of all the Contractor's people who will be directly involved with the management and execution of this contract down to Supervisory level, showing each key person named to do the job as stated in the Contract Data, shall be submitted with the Tender Document Returnable Schedules.

2.8 Invoicing and payment

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

The Contractor shall address the tax invoice to the employer and include on each invoice the following information:

Name and address of the Contractor and the Project Manager;
The contract number and title;
Contractor's VAT registration number;
The Employer's VAT registration number;
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;

2.9 Contract change management

The contractor is to inform the client of any changes in writing and suitable mitigations to such changes are to be provided such that the client is not in any way prejudiced in line with the terms set out in the contract.

2.10 Provision of bonds and guarantees

- Retention at 10% with 5% released at works completion and the balance released at the end of the defects period for each package
- Guarantees and warranties on materials and workmanship shall align to relevant building standards (SANS) as well as ensuring OEM/Supplier guarantees and warranties are in place for all products/materials which carry such guarantees/warranties

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

Contractor is to keep a detailed record of all payment claims and assessments of compensation events.

2.12 Training workshops and technology transfer

The contractor shall as part of handover develop relevant manuals, guides and training materials for the continued operation and maintenance of the assets. The contractor shall carry out training for the employers personnel as part of the hand over process.

3. Engineering and the *Contractor's* design

3.1 *Employer's* design

The employer's design for the permanent works is done by the Employer's Agent (Joint Monitoring Team – JMT).

3.2 Parts of the works which the *Contractor* is to design

- The contractor is to design the following parts of the works:
 - Site establishment layout(s), as required.
 - Any temporary works required to construct the permanent works.
 - Construction execution plan.
 - Shop drawings.
- The contractor shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, site approval and requirements of the Construction Regulations in regard to their design

DESIGN SERVICES AND ACTIVITY MATRIX

Activity	Responsibility
Detailed design for construction	Employer's Agent's Representative
Design temporary works	Contractor
As-built drawings: Provision of data and marked up drawings	Contractor
Preparation of drawings	Employer's Agent's representative

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

DESIGN PROCEDURES

High-Level Overview:

- The contractor will adhere to the following procedure for submitting designs or specifications for acceptance:
 - Design review meetings shall be held on an as-and-when- required basis.
 - The contractor shall present the designs to the Project Manager and the stakeholders identified by the project manager.
 - These designs shall be signed/approved by the Project Manager after deliberation with stakeholders.
 - The design shall be presented in the format as requested by the Project Manager and may include drawings, specification sheets, technical schedules or physical samples.
- Documentation Submission
 - Project documentation can be submitted electronically where possible. Samples and hard-copies (as-an-when required) to be delivered to the Project Managers Site office.
 - Hard copies of certain files (such as the safety file or the Model Preamble for Trades 2008) may be required)

3.4 Other requirements of the *Contractor's* design

- The Contractors design complies with the following:
 - South African National Standards
 - Model Preamble for Trades 2008
 - CAA Regulations as may be applicable
 - National Key Point Act and related regulation legislation
 - Construction Regulation, SHE (Safety, Health and Environmental) and latest amendments of relevant act(s)
 - Relevant ACSA Policies, procedures, standards & prevailing house rules.
 - ICAO standards and Regulations
 - ISO9001 Quality Management Systems

3.5 Use of *Contractor's* design

All rights for use transfer to the employer.

3.6 Design of Equipment

The contractor is to ensure that they design/provide for all equipment necessary to execute the works.

3.7 Equipment required to be included in the *works*

The contractor is to provide all the equipment required to execute the works.

3.8 As-built drawings, operating manuals and maintenance schedules

Drawings & Documents

a. Comments on Drawings and Other Documents

- II. The Contractor takes due account of any comments made by the Employer and/or Others on the drawings or other documents. Unless otherwise expressly provided for in this contract, however, none of the Employer and/or Others is bound to comment on the drawings or other documents.
- III. None of the Employer and/or Others is bound to check the Contractors drawings or other documents for any errors, omissions, ambiguities or discrepancies or compliance with the requirements of this contract. The Employer's and/or others acceptance, receipt of, or review of, or comment on the contractor's drawings or other documents or other matter does not relieve the contractor from responsibility for drawing errors or omissions.

b. Drawing Requirements

- I. All drawings bear accepted contract references using a project title block which is accepted by the Employer. Detailed revision blocks and drawing numbers are suffixed accordingly. All drawings, particularly layout drawings, submitted for acceptance are to a scale acceptable to the Employer. All drawings are made to scale and fully detailed and dimensioned. All dimensions marked on the drawings are to be considered correct, although measurements by scale may differ therefrom. The material from which each part is to be made shall be indicated.
- II. The drawings include tolerances for manufacture and installation. The tolerances are suitable and of sufficient accuracy to provide safe and trouble-free construction and operation over the life of the component.
- III. All copies of drawings submitted to the Employer are provided in the form of 4 prints on white paper with black lines. The drawing size is A3 unless the use of another size is unavoidable. All native electronic format documents are also provided.
- IV. All drawings are dimensioned in metric units unless the use of another unit is required and/or recommended, e.g. imperial sizes for flange holes, studs, etc. Where applicable, drawings show a graphic scale key plan and north arrow. Dates on drawings are reflected in the following format: dd/mm/ccyy. Revisions are

designated RO, RI, R2, R3, etc., commencing with the first issue. All revisions are clearly described in the revision column bearing the revision number.

- V. All drawings additionally comply with the latest revision of the ACSA Cad Specification and Good Practice Guideline.

c. Document Tracking System

- I. The Contractor establishes a document tracking system to record the dates for the supply and receipt of all drawings, calculations, correspondence and requests for information to/from the Employer and/or Others.

- **4. Procurement**

- The works shall be executed in accordance with the Tender requirements.

4.1 People

4.1.1 Minimum requirements of people employed on the Site

- Contract Manager – Aligned to functional requirements in tender
- Construction Health & Safety Agent – Aligned to functional requirements in tender
- Site supervision / foreman
- Other resources as may be required for the different items of work

4.1.2 BBBEE and preferencing scheme

All in line with ACSA policy and procedures as per the tender document

4.2 Subcontracting

4.2.1 Preferred subcontractors

None

4.2.2 Subcontract documentation, and assessment of subcontract tenders

The Contractor shall only employ or bring a Sub-contractor onto the site and/or working areas with prior written approval of the Project Manager.

4.2.3 Limitations on subcontracting

The Contractor shall be responsible for the correct and complete installation of all Plant and Materials supplied by Sub-contractors.

In such instances where the Contractor employs a Sub-contractor who constructs or installs part of the Works, The Contractor shall ensure that any such Sub-contractor complies with all the safety, risk and quality requirements as stipulated in this document and as required by the Employer.

4.2.4 Attendance on subcontractors

In cases of third-party procurement, attendance shall be limited to the agreed mark-up provision.

The safety file of the Sub-contractor shall be submitted and approved by the Employers OHS department. The Employer reserves two (2) weeks for review and approval of safety files.

4.3 Plant and Materials

4.3.1 Quality

Shall be defined based on relevant SANS standards, building regulations, local authority requirements, compliance with legislative requirements and demonstrating alignment with industry best practise all while ensuring the finished product meets the functional requirement it was designed to provide.

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

None

4.3.3 *Contractor's* procurement of Plant and Materials

The Contractor is to provide all the plant and materials necessary for the successful delivery of the project.

4.3.4 Spares and consumables

The Contractor is to provide all the spares and consumables necessary for the successful delivery of the project.

4.4 Tests and inspections before delivery

The contractor is to conduct and ensure that all materials delivered to site meet the quality criteria as defined in relevant SANS standards, regulations and adhere to the specifications provided in this tender.

4.4.1 Marking Plant and Materials outside the Working Areas

Responsibility of the contractor as may be required.

4.4.2 Contractor's Equipment (including temporary works)

Due to operational constraints, all areas to remain operational for the duration of the works. The contractor is to provide all necessary temporary work. **Disruption to Airport operations will not be tolerated.**

5. Construction

5.1 Temporary works, Site services & construction constraints

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

Site access will be per agreement with the employer in strict compliance with prevailing employer house rules.

5.1.2 Restrictions to access on Site, roads, walkways and barricades

Restrictions, if any will be in strict compliance with prevailing employer house rules.

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

Work is to be carried out during normal operational hours between 06:00am – 18:00 weekdays.

If necessary,

The contractor may request permission to perform after operational hours in order to complete tasks on the agreed program. Approval of such a request lies the employer.

If prevailing conditions on site require particular activities to be done after operations, then such instruction will be issued by the employer or the employers agent

After operational hours is defined as 18:00 – 06:00am weekdays and the full days Saturdays, Sundays and Public Holidays.

5.1.4 Health and safety facilities on Site

The contractor must at all times adhere to the requirements and provisions of the specifications provided in respect to health and safety on site all in strict compliance with all legislative requirements as it relates to Occupational Health and Safety.

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

Refer to the attached environmental specification.

5.1.6 Title to materials from demolition and excavation

Material disposals shall be reimbursed according to the provided waste schedule and is strictly provisional. All authorised disposals shall be supported by suitable safe disposal certification.

5.1.7 Cooperating with and obtaining acceptance of Others

ACSA Airport sites are live operational environments and requires constant cooperation, collaboration amongst varied stakeholders in order to facilitate the proper planning and execution of the works. The contractor will be required to align to agreed and prevailing operational requirements.

5.1.8 Publicity and progress photographs

Progress photographs to be included in relevant progress reports.

5.1.9 Contractor's Equipment

The contractor shall maintain an up-to-date record of all equipment and plant used on site

5.1.10 Equipment provided by the Employer

None

5.1.11 Site services and facilities

The location of the site construction camp shall be subject to ACSA's discretion and approval. The Contractor must liaise with ACSA to find a suitable site. Approval for the establishment of a construction camp must be obtained from ACSA. The Contractor is responsible for all arrangements for obtaining approval, establishment and subsequent removal and reinstatement of his construction camp.

The Contractor must at all times limit his personnel, plant, equipment and materials to the Contractor's site or the working areas as approved by the Employer. No personnel shall be accommodated on airport property. Only guards approved by the Employer and on duty may be on site at all times. Stockpile/spoil areas are to be located close to the construction camp, shall be adequately demarcated and fenced off if necessary or so instructed by the Employer / Employers Agent.

All regulations and local authority ordinances, as regards smoke emissions and noise abatements shall apply and compliance will be enforced as well as height restrictions and any required obstacle markers.

Site camp areas will exclude water, electricity and sanitation tie in points and all costs associated with such installation is for the contractors account. Therefore the contractor is to ensure that provisions are made for establishing and operating of a site camp.

5.1.12 Facilities provided by the Contractor

The contractor is to provide all the facilities for the execution of the works.

The Contractor shall make his own arrangements for the supply of electrical power, water, telecommunication services, ablution facilities, sewer services, first aid facilities and other services, the payment thereof and all reinstatements required upon completion. No direct payment will be made to the Contractor for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall make arrangements at his own cost for telephone and facsimile facilities, with cellular phones being acceptable.

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

The contractor will be working in a live environment that is currently in operation as such due care is to be taken as these installations are within existing premises which are fully operational and necessitates checking with others continually as the work proceeds

The Contractor must satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing components are compatible with the proposed Works. Where this is not the case the Engineer's Representative must be notified in writing at the earliest possible time.

5.1.14 Survey control and setting out of the works

The Contractor shall be responsible for the setting out of the works.

5.1.15 Excavations and associated water control

The Contractor shall be responsible for all excavations and associated dewatering works. The Contractor shall exercise due care in relation to existing underground services.

5.1.16 Underground services, other existing services, cable and pipe trenches and covers

- The contractor shall take care with respect to existing services.

5.1.17 Control of noise, dust, water and waste

The contractor shall always maintain a clean working environment.

- The work area shall be cleaned continuously as work is undertaken
- The work area shall be completely cleaned and fit for use upon vacating site each day
- The work area shall be kept free from dust, water and waste
- Noise shall be kept to a minimum and where unavoidable, adequate notice shall be given
- The Contractor shall be responsible for the removal of all waste generated from the works.
- The Contractor shall supply portable chemical toilet facilities within the construction site camp for his staff as well as for the Engineer's supervisory staff. These facilities must be cleaned and sanitized in a minimum interval of every 2 hours, additionally cleaning may be required if found soiled. Ablution facilities shall be in a clean and hygienic state at all times.

5.1.18 Sequences of construction or installation

- The work will be executed in staged/phased approach.
- The work will be executed by work package.
- Work packages will be prioritised and phased at the discretion of the Employer.

5.1.19 Giving notice of work to be covered up

As applicable, based on operational plans and risk assessments for specific work packages.

5.1.20 Hook ups to existing works

As and where needed in respect of tie into existing installations.

5.1.21 Advertising Rights

Only one sign board each, for the Contractor and his subcontractors, may be erected at the entrance to the construction camp.

5.1.21 Notice Boards

A construction notice board must be provided and erected at a position to be agreed with the Employers Agent. The cost of the supply and erection of this notice board must be included in the establishment cost of the Contractor.

5.2 Completion, testing, commissioning and correction of Defects

5.2.1 Work to be done by the Completion Date

The *Project Manager* cannot certify Completion until all the work 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
1	Construction Execution Plan per work package	Within 3 working days after approval of the relevant work package
2	Submission of the contractors baseline safety file	Within 7 days after the starting date
3	Submission of the contractors revised safety file suited to each work package	Within 3 days after approval of the relevant work package
4	Site establishment	Within 10 working days after Approval of the relevant work package
5	Phased practical / works completion per work package	As agreed at approval of each work package
6	Final completion	12 months from practical / works completion date per work package

5.2.2 Use of the *works* before Completion has been certified

- The works for each work package shall be certified as “sectional completion” after each package provided all obligations for that package is met.
- The defects period for each package shall commence after sectional completion for the respective package is achieved.

5.2.3 Materials facilities and samples for tests and inspections

The appointed contractor shall provide the necessary samples and tests where appropriate to ensure conformance with design specifications.

5.2.4 Commissioning

- It is required that the asset conforms fully with design specifications and intent and is fit for use at sectional completion
- Test all installations and equipment in accordance with OEM requirements and recommendations.
- Occupancy certificates as issued by the local authority to be in place by the date sectional completion is confirmed. Failure to have the occupancy certificate in place will result in a delay in sectional completion certification until such time that occupancy certificates have been issued by the local authority.
- The appointed contractor shall facilitate, in coordination with the employers agent the operational readiness and transfer process to ready the facility for tenant occupation.

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

- Testing and commissioning of all installations
- Issuance of occupancy certificates
- Completion of the Operational Readiness and Transfer Process.

5.2.6 Take over procedures

Take over only takes place once sectional completion for that work package is certified.

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

The defects period shall commence after sectional completion of each work package has been achieved, the contractor shall be allowed access to the site to remedy any defects that may arise within this period.

Contractors are reminded that to access the site in the defects period, the following is required:

- Relevant insurances as outlined in the insurance specification.
- Updating of the safety file and obtain a permit to work from ACSAs safety department.
- Ensure that staff required to perform remedial works obtain ACSA access permits including medicals and relevant training.

The contractor shall make sure such provisions are allowed for as no further claim shall be allowed for remedial works within the defects period.

5.2.8 Performance tests after Completion

Refer to defects period provided in the contract data

5.2.9 Training and technology transfer

Manuals and training to be provided to the Employers staff at handover of each work package.

5.2.10 Operational maintenance after Completion

Manuals and maintenance requirements to be provided to the Employer at handover of each work package. The contractor shall provide the necessary maintenance plans, life cycle refurbishment/maintenance plans and life spans of each element of the works.

6. Plant and Materials standards and workmanship

6.1 Investigation, survey and Site clearance

- The contractor carries out a site investigation before work package approval to satisfy himself as the nature and extent of the works and shall provide confirmation of acceptance of the works.
- The contractor shall ensure the existing services & infrastructure in the vicinity of the work area are protected.
- All existing surfaces, services and/or structures affected, whether shown on the plan or otherwise, that are damaged or caused to be repositioned as a result of the activities will have to be reinstated at the cost of the contractor.

6.2 Building works

- All work shall be executed in accordance with the requirements of SANS 10400, a copy of which shall be provided by the Contractor and kept for the duration of the contract.
- This specification, any Supplementary Specifications and Drawings, shall be read in conjunction with and shall form part of the description of items in the bills of quantities.
- Items described on the bills of quantities and not covered in these specifications or supplementary specifications shall be governed by 'MODEL PREAMBLE FOR TRADES 2008' instituted by the Association of South African Quantity Surveyors, a copy of which shall be provided by the Contractor and kept on site for the duration of the contract.
- In the event of conflicting specification in the various documents, the following order of precedence shall prevail: 1st This Specification, 2nd Supplementary Specifications for each work package, 3rd Drawings for each work package, 4th Model Preamble for Trades 2008 final edition.
- Reference to any documentation or supplementary specifications shall be to its latest edition.

6.3 Plant & Materials

- All materials specified herein, wastage and supportive installation material shall be provided by the Contractor, and understood as included in the relevant rates.
- Materials must be as specified and from prescribed manufacturers only. Such materials may only be substituted upon written approval from the Project Manager.
- For the purposes of submission of tenders, rates for items described in the bills of quantities by trade names, catalogue references, etc shall be for the particular type and manufacture specified.
- Upon delivery of any material onto site, the Contractor must first confirm that such materials conform to specifications herein and thereafter provide proof of conformance to the Project Manager, prior to building in any such material.
- Materials built in must be the best of their respective kinds, new and free from defects and damage.
- All materials shall be SABS/SANS approved/compliant.
- Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts.

6.4 Workmanship

- Workmanship must be the best in each trade and executed by competent, certified and registered Artisans, proof of which must be kept on site for duration of the Contract.
- The Contractor's foreman shall be competent in all trades and shall rigorously interrogate workmanship in its finest detail. The Project Manager reserves the right to demand a more reliable replacement for any Artisan he justifies as not performing according to the standards of these specifications or relevant SABS/SANS standards.
- Rates for manufactured items shall include assembling complete and handing over in proper working order.
- The dimensional and positional accuracy of the buildings and their component parts shall comply with SANS 10155 as may be applicable unless otherwise stated.

6.5 Dimensions, heights and levels

- All Dimensions, Heights and Levels indicated on drawings and documentation are based on surface examination of the site. Drawings must not be scaled but rather written dimensions shall be taken in preference. The Architect shall be approached for any missing dimensions, heights and levels.
- The Contractor shall verify written dimensions on site prior to the manufacture or preparation of installation items. Discrepancies and implications must be escalated to the Architect as soon as it is realized.

6.6 Set Out

- The Contractor shall timeously set-out all aspects of the works, identify any conflicts or services and obtain the Project Managers approval prior to commencing the works.

6.7 Clean Site

- At the end of each working day the site must be properly cleaned and all dust inside the building must be vacuum cleaned. All material on site must be properly stacked or stored during all times of every day during the works.

6.8 Applicable Standards

APPLICABLE SANS 2001 STANDARDS FOR CONSTRUCTION WORKS

The Contractor is referred to the "Model Preambles to Trades - 2008", any "Supplementary Preambles", and any other Specification provided for full descriptions of materials and methods referred to in these Bills of Quantities/Lump Sum documents, insofar as they apply.

No claim whatsoever will be allowed in respect of errors in pricing due to brevity of description of items in the Bills of Quantities/Lump Sum documents which are fully described when read in conjunction with the relevant Preambles and/or Specifications.

Suppliers of materials and the like, whose quality systems apply with one or more of the SABS/SANS ISO 9000 Series should be used whenever possible in the absence of a particular SABS/SANS Specification Standard Mark.

Wherever the words "shall be deemed to be included in the description", "shall be stated" or other words having the same effect, appear in the Standard System, it shall be deemed that all descriptions in these Bills of Quantities/Lump Sum documents incorporated such inclusions and statements whether specifically stated or not.

Whenever reference is made to "Sub-Contractor", "Nominated Sub-Contractor" or the like in the specifications included or referred to in these Bills of Quantities/Lump Sums documents, it shall be deemed to mean "Contractor" as defined.

The Contractor is hereby informed that where SABS/SANS Specifications are referred to in these Bills of Quantities/Lump Sums documents and Specifications thereto, then **ONLY** the Specification of Work Clauses will apply. **The method of measurement and payment clauses will NOT apply to this Contract.**

APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

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

- Construction Regulation, SHE (Safety, Health and Environmental) and latest amendments of relevant act(s)
- Relevant ACSA Policies, procedures, standards & prevailing house rules.
- Model Preambles for Trades 2008
- SANS 10400 – Latest edition
- SANS Fire Standards – Latest Edition
- SANS 10155 – Latest edition
- Other applicable SANS Standards
- CAA Regulations
- National Key Point Regulations
- ICAO standards and Regulations
- ISO9001 Quality Management Systems

AGRÉMENT CERTIFICATES

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

7. List of drawings

7.1. Drawings issued by the *Employer*

Note: Drawing and specifications will be provided per work package.

PART C4: SITE INFORMATION

COMMERCIAL ASSET REFURBISHMENT PROGRAMME AT ACSA AIRPORTS

C4.1 GENERAL

- a) The ACSA Engineering team has conducted a thorough assessment of the sites (OR Tambo International Airport, Cape Town International Airport, King Shaka International Airport, Chief Dawid Stuurman International Airport, King Phalo Airport, George Airport, Kimberley Airport and Upington International Airport) and identified key areas requiring attention.
- b) The eight (8) airports in the network have a total in excess of 80 assets, which consist of hangars, workshops, cargo warehouses, offices and other assets that require refurbishment. The sites, especially the ones located at the coastal areas, needs urgent refurbishment as they have significant wear and tear due to exposure to salt water and harsh weather conditions.
- c) The condition of the assets varies across the 8 sites, but common issues include:
 - i. Asbestos sheeting's: Many of the hangars have asbestos sheeting that pose a significant safety and health risk and need to be replaced.
 - ii. Damage to Doors and Facia Boards: Doors and fascia boards are damaged, which can compromise the structural integrity of the hangars.
 - iii. Inadequate Lighting: Lighting is inadequate in many areas, which can impact safety and security.
 - iv. Fire Equipment: Fire equipment is either inadequate or not functioning properly.
 - v. Parking areas and asphalt surfaces: Parking area and asphalt surfaces are deteriorated and require repair or replacement.
 - vi. Water ingress: Water ingress is a significant issue in many hangars, which can lead to further damage and safety risks.
 - vii. Minor plumbing requirements: Minor plumbing repairs are required to fix leaks and other issues.
 - viii. Ironmongery: Ironmongery such as hinges require replacement or repair.
 - ix. Rust treatment: Due to coastal location of some assets, many require rust treatment to prevent further deterioration.
 - x. Flooring repair or replacement: Required in many areas.
 - xi. Disposal of material and rubble: Necessary for safe removal.

d) Key Site Data

CLUSTER	SITE	ASSETS	STATUS / CONDITION
Cluster 1	ORTIA - OR Tambo International Airport	Hangars, Warehouses, Workshops, Offices	Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	CTIA - Cape Town International Airport	Hangars, Warehouses, Workshops, Offices	Asbestos sheeting, Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
Cluster 2	GRJ - George Airport	Hangars, Warehouses, Offices	Asbestos sheeting, Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	KIM - Kimberley Airport	Hangars, Workshops, Offices	Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	UPN - Upington International Airport	Hangars, Workshops, Offices	Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	KSIA - King Shaka International Airport	Workshops, Offices	Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
Cluster 3	KPA - King Phalo Airport	Hangars, Workshops, Offices	Asbestos sheeting, Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.
	CDSIA - Chief Dawid Sturman International Airport	Hangars, Warehouses, Workshops, Offices	Asbestos sheeting, Damaged doors and Facia boards, Inadequate lighting, Inadequate fire equipment, Deteriorating parking areas and asphalt surfaces, water ingress, ironmongery, floor repair or replacement, disposal of material and rubble.

C4.2 CONDITION ASSESSMENT REPORT

- Carried out by the Employers agent and issued for each work package as they arise.

C4.3 ACCESS

- The Contractor shall liaise with ACSA Security Staff in order to obtain access permits for his/her staff and vehicle(s) working at the airport.
- Personnel and vehicles entering or leaving the site will be subjected to routine searches.
- The Contractor shall obtain the “gate permit” from the Project Manager before material and equipment are brought and removed from the airside.
- The Contractor shall be reimbursed at COST for ACSA issue permits and permit training.
- Cost of medicals will be for the contractor's own account.

C4.4 PERMITS

- The Contractor shall familiarize himself with ACSA's safety and security requirements relating to permits to prevent any unnecessary work delay.
- This shall include the permit application process.
- The Contractor shall have no claim against ACSA in the event that a permit request is refused.
- The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
Personal Permit	All persons employed on the airport	ACSA Security no permit is issued to anyone with a criminal record.
Tools Permit	All persons taking tools to airside	ACSA Security
Laptop Permit	All persons taking laptop computers to airside	ACSA Security
Camera Permit	All persons taking camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work or work generating heat on the site	ACSA Safety
Permit to Work	For all work to commence	ACSA Safety

- Proof of having attended the General Security Awareness Induction Training course is required for all personal permit applications.
- Proof of having attended the airside induction training (AIT)
- Proof of having attended the Airside Vehicle Operators Trainings (AVOP) for Drivers expected to be driving on airside.

- Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses where applicable.
- No work shall be done without a written permission in the form of a permit to works.

C4.5 CELL PHONES & TWO WAY RADIOS

- Cell phone permit issuing authority lies with the ACSA Security department.
- The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
- Approved radios may be arranged if available via said department – payment will be for the account of the Contractor.

C4.6 HIDDEN AND OTHER SERVICES WITHIN THE SITE

- There might be electrical, mechanical, I.T, water, sewer pipes and other services, located in the affected site area. The contractor shall always demonstrate due care when working on the site.
- The site may contain hidden or buried services. All excavation work will be performed manually (i.e. by hand) unless otherwise approve by the employer.
- In instances where mechanical excavation is required, a submission to the Employer will be required to determine the location of hidden services. The Contractor must assume that all wires are live and that all services are in-service.

BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	
Document Number: HIRA 1	Revision Number: 001

Risk Severity Definition	Description: Consequence (can lead to)...	Examples of what to look out for...
Category A Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
Category B Hazardous	Serious injuries or major damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
Category C Major	Minor injuries or minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency
Category D Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
Category E Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance

Likelihood Probability	Description	Examples of what to look out for...
Category 1	Extremely Improbable (Rare)	Almost inconceivable that the event shall occur
Category 2	Improbable (Seldom)	Very unlikely that the event shall occur. It is not known that it has ever occurred before
Category 3	Remote (Unlikely)	Unlikely but could possibly occur. Has occurred rarely.
Category 4	Occasional	Likely to occur sometimes. Has occurred infrequently.
Category 5	Frequent	Likely to occur many times or regularly. Has occurred frequently or regularly

		Catas-trophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A
Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/ property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A

Driving on airside	Incidents	Damage to aircraft/ vehicles/property / persons	<p>Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit</p> <p>The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be affected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place</p>	4A
Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.	3A

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property /persons	Signage warning against jet blast is installed at high risk areas. Risks associated with jet blast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75-meter clearance behind aircraft to be observed to prevent jet blast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3 meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30-meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B

Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B
Construction works	Spillages (fuels/oils/hydraulics/chemicals/ human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A

Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf carts operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders/ACSA employees. Bomb threat-damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C

Speed limits	Car accidents	Injuries and vehicle damage	Speed limits are shown on signage in various areas.	3C
Deliveries	Basement	Disrupt traffic flow and passenger movements	Delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to infrastructure	Injuries, property damages	Site and task specific risk assessments to be carried out by the contractor	4C