



AIRPORTS COMPANY OF SOUTH AFRICA

CONTRACT NO: KSIA7950/2025/RFP

RETURNABLE

NOTE:

- The Form of Offer and Acceptance (C1.1) is on **pages 3-6** of this document.
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THE CLIENT:

Airports Company South Africa SOC Ltd
Airports Company South Africa SOC Limited
King Shaka International Airport
La Mercy
4407
Tel +2732 436 6000

OCTOBER 2025

ENGINEERING CONSTRUCTION CONTRACT

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER: KSIA7950/2025/RFP

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

A contract between

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at King Shaka International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number: _____)

for

**Design, Supply, Installation, and Commissioning of a
Luminaire Upgrade for Access Roads, Staff Parking Areas,
Open Parking Bays, and Car Rental Zones at King Shaka
International Airport for a period of 24 Month Contract**

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter a contract for the procurement of a service provider for:

The Design, Supply, Installation, and Commissioning of a Luminaire Upgrade for Access Roads, Staff Parking Areas, Open Parking Bays, and Car Rental Zones at King Shaka International Airport – 24 Month Contract.

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

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

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

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
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

**for the
Employer**

Airports Company South Africa SOC Limited
King Shaka International Airport
King Shaka Drive
La Mercy
4405

Name &
signature of
witness

Date

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

.....

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

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

	For the tenderer:	For the Employer
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	<i>(Insert name and address of organisation)</i>	Airports Company South Africa SOC Limited King Shaka International Airport King Shaka Drive La Mercy 4405
Name & signature of witness	_____	_____
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)	X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, King Shaka International Airport
	Address	Airports Company South Africa SOC Limited King Shaka International Airport La Mercy 4407
	Telephone	032 436 6000
	Fax	032 436 6672
10.1	The <i>Project Manager</i> is	
	Contact Person:	ACSA will confirm
	Address:	Administration Office MSO Building King Shaka International Airport La Mercy 4407
	Telephone	032 436 6051
	E-mail address	
10.1	The <i>Supervisor</i> is	Ricardo Rampurshad

	Address	Administration Office MSO Building King Shaka International Airport La Mercy 4407
	Telephone	
	Fax	
	Email	
11.2	The <i>works</i> are	Design, Supply, Installation, and Commissioning of a Luminaire Upgrade for Access Roads, Staff Parking Areas, Open Parking Bays, and Car Rental Zones at KSIA
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Availability of As Built information • Access to Site • Site Constraints and Constructability • Municipal Approval • SACAA glare approval • Long lead items • Existing services • Project Program delay • Construction in high traffic zone • Payment delay
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	King Shaka International Airport (Landside and Airside)
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Seven (7) days
3	Time	
31.2	The <i>starting date</i> is	Upon signing of the Contract by ACSA
11.2	The <i>completion date</i> is	24 months from starting date
30.1	The <i>access date</i> is	One week after signing of the Contract by ACSA
31.1	The <i>Contractor</i> submits a first programme	Within 14 days of the starting date
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks

35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the Employer and Others shall not relieve the <i>Contractor</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.			
4	Testing and Defects				
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>works</i>			
43.2	The <i>defects correction period</i> is	Two (2) weeks			
5	Payment				
50.1	The <i>assessment interval</i> is	Four (4) weeks			
50.1	The <i>currency of this contract</i> is the	South African Rand			
51.2	The period within which payment is made is	Four (4) weeks			
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time			
6	Compensation events				
60.1	The <i>weather measurements</i> to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius			
60.1	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose			
60.1	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	Month	Days	Month	Days
		January	1	July	4
		February	1	August	3
		March	2	September	2
		April	2	October	2
		May	3	November	2
		June	3	December	1
7	Title	No data required for this section of the <i>conditions of contract</i>			
8	Risks and Insurance				
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data			
84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.			

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:

As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993

9	Termination	No data required for this section of the <i>conditions of contract</i>
10	Data for Main Options	
A	Priced contract with activity schedule	Tenderer to provide activity schedule with pricing information, based on works description
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	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <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 Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for Secondary Option Clauses	
X7	Delay Damages	
	Delay damages of the <i>works</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.
X16	Retention	

X16.1 The *retention percentage* is 5% of the Contract value.

X18 Limitation of Liability

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to The total of the Prices

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 The total of the Prices

X18.4 The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The excluded matters are amounts payable by the Contractor as stated in this contract for

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

Z The Additional conditions of Z1 – Z20 contract are

Amendments to the Core Clauses

Z1 Interpretation of the law

Z1.1 Add to core clause 12.3:
Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Works:

Z2.1 Delete core clause 20.1 and replace with the following:
The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose

Z3	Other responsibilities:
	Add the following at the end of core clause 27:
Z3.1	The <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	Performance Bond
Z6.1	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.
Z6.2	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
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	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

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

Z8	Cession, delegation and assignment
Z8.1	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>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.3	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.4	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality

Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <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);
Z11.4	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>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	<i>Employer's Step-in rights</i>
Z12.1	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>
Z12.2	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.
Z13	Liens and Encumbrances
Z13.1	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
Z14	Intellectual Property

Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z14.3	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
Z14.4	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
Z14.5	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:
Z14.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	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.

Z15	Dispute resolution:
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Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

Z16.1 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.”

Z17 BBBEE Certificate

Z17.1 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.

Z18 Communication

Z18.1 **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

Z18.2 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.

Z19 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:

Z19.1 As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

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

11.2	The <i>completion date</i> is	TBC
11.2	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 • Travelling public and ACSA stakeholders • Long lead items • Weather conditions • Project Program delay • Payment delay
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
31.1	The programme identified in the	Program schedule as per tender submission

Part C1: Agreements and Contract Data

C1.3: Form of Guarantee

PRO FORMA FOR PERFORMANCE BOND

PERFORMANCE BOND

[TO BE REPLICATED ON BANK'S LETTERHEAD]

Brief description of contract.....

Name and address of Beneficiary.....

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

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

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

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

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

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

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

Signed at _____ on _____ 20....

For:

Registration Number:

Name & Position

As witnesses:

1. _____

2. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa King Shaka International Airport King Shaka Drive, La Mercy 4405

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

Design, Supply, Installation, and Commissioning of a Luminaire Upgrade for Access Roads, Staff Parking Areas, Open Parking Bays, and Car Rental Zones

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

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

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

NAME AND SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

NAME AND SIGNATURE ON BEHALF OF THE CLIENT

AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

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

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

1. Insurance Effected By The Employer (Principle Controlled Insurance (“PCI”))

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

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

Section 1 Of The Policy – Contract Works

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

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

This insurance contains the following limitations and warranties;

Open Trench Limitation

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

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

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

Section II of the Policy – Contractors Public Liability

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

Section III of the Policy – Removal Of Lateral Support Liability

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

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

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

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

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

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

This insurance is in respect of liability relating to aircrafts.

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

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

The Policy only covers the rectification of the works and excludes all consequential losses. Professional Duties do not include:

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

- 1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

- 1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.
- 1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

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

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

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

Section 1 Of The Policy – Contract Works

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

Section 2 Of The Policy – Contractors Public Liability

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

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) Contract Works SASRIA

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

c) **Aviation Liability Insurance;**

In respect of each and every loss or damage or injury – **R300 000.**

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

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

b) **In respect of contracts over R50 million at award – R10,000,000**

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

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

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

Airports Company South Africa:

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

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

- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

2. Insurance Effected by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j) Miscellaneous Insurance

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

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action.

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

2.4 Sub-Contractors.

The Contractor shall:

- a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and

- b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

APPENDIX A

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

Send to : Airports Company South Africa

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

*

.....

.....

.....

.....

.....

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

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

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

How did the loss occur (cause) ? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____

Names and address of witnesses _____

Estimated cost of repairs (Separate records of all costs must be kept) R__

Person whom assessor should contact _____

Telephone/Mobile Numbers Of Contact Person_____

Email Address of Contact Person

C2.1 Pricing assumptions: Option B

C2.1 Pricing Assumptions and General Notes

1. All Prices are to be shown excluding VAT unless instructed otherwise stated by the Employer in Tender Data or in an instruction the Employer has given before the bidder enters his Prices.
2. If there is insufficient space in the Price List which follows, state in which document the Price List is contained.
3. All prices are fixed and firm.
4. There is no CPI escalation on the prices
5. Prices must include customs and duties for items procured overseas.
6. Provision is made on the Final Summary for the applicable Value Added Tax to be added, or not added, as indicated.
7. Abbreviations which may be used in the reference Bills of Quantities are as follows:

mm	=	millimetre	MPa	=	megapascal
m	=	metre	h	=	hour
km	=	kilometre	kg	=	kilogram
m ²	=	square metre	t	=	ton (1000 kg)
m ² .pass	=	square metre-pass	No.	=	number
ha	=	hectare	sum	=	lump sum
m ³	=	cubic metre	MN	=	meganewton
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	kW	=	kilowatt
MI	=	megalitre	%	=	percent

8. All prices shall be tendered in South African Rands.
9. Principal Contractor to make allowances for Option X13 and X16 as it might have an effect on the Contractor's cash flow.

AIRPORTS COMPANY OF SOUTH AFRICA

CONTRACT NO: KSIA7950/2025/RFP – Design, Supply, Installation, and Commissioning of a Luminaire Upgrade for Access Roads, Staff Parking Areas, Open Parking Bays, and Car Rental Zones at King Shaka International Airport for a period of 24 Month Contract

C2.2 Pricing Schedule

Works for this bid to be carried out during the day (viz 06h00-18h00) and after the last flight and before the first flight viz. from 22:00 – 04:00.

Bill Of Quantities No. 1: Preliminary and General					
Item	Description	Unit of Measure (UOM)	QUANTITY (QTY)	Rate	Total Excl. VAT.
1.1	Site establishment and erection of notice board	Sum	1	R	R
1.2	Removal of site facilities from site and notice board	Sum	1	R	R
1.3	AIT, AVOP, Vehicle and Personal permits for the contract duration (to be claimed on proven cost)	Sum	1	R60 000.00	R60 000.00
1.4	Health and Safety Regulations				
1.4.1	Cost of Health and Safety measures to be taken in relation to the Construction Regulations (2003)	Sum	1	R	R
1.4.2	Compiling and maintenance of the health and safety file	Sum	1	R	R
1.5	Provision of Lifting Equipment and or Mobile Cranes	Sum	1	R	R
1.6	Provisional sum for fabrication of poles, fittings accessories, trenching, installation of PVC sleeves inline with SANS10142 (to be claimed on proven cost)	Sum	1	R800 000.00	R800 000.00
1.7	FAT- Customer participation in Factory Acceptance Testing for both light fittings and mast poles as described in the Scope of Supply. Exclude the cost of living, lodging and travel expenses for the customer representatives.	Sum	1	R	R
TOTAL Bill of Quantities No1: Preliminary and General - carried forward to summary					R

Item	Bill Of Quantities No. 2: Design, Supply, Installation, and Commissioning of a Luminaire Upgrade	Amount	
		Rands	Cents
2	<u>Construction Project Manager</u>		
2.1	Stage 1 – Inception	R	
2.2	Stage 2 – Concept Development	R	
2.3	Stage 3 - Design Development	R	
2.4	Stage 4 - Design Documentation	R	
2.5	Stage 5 - Construction	R	
2.6	Stage 6 - Close-Out	R	
2.7	Total Fees Excluding VAT - Construction Project Manager	R	
3	<u>Electrical Engineer</u>	Rands	Cents
3.1	Stage 1 – Inception	R	
3.2	Stage 2 – Concept Development	R	
3.3	Stage 3 - Design Development	R	
3.4	Stage 4 – Detailed Design Documentation	R	
3.5	Stage 5 – Construction (incl. construction and commissioning)	R	
3.6	Construction Monitoring	R	
3.7	Tests (High mast testing, upgraded lighting including control system)	R	
3.8	Stage 6 - Close-Out	R	
3.9	Total Fees Excluding VAT - Electrical Engineer	R	
4	<u>Construction Health and Safety Agent</u>	Rands	Cents
4.1	Stage 3 - Design Development	R	
4.2	Stage 4 - Design Documentation	R	
4.3	Stage 5 - Construction	R	
4.4	Stage 6 - Close-Out	R	
4.5	Total Fees Excluding VAT - Construction Health and Safety Agent	R	
5	<u>Structural Engineer</u>	Rands	Cents
5.1	Stage 3 - Design Development	R	
5.2	Stage 4 - Design Documentation	R	

Item	Bill Of Quantities No. 2: Design, Supply, Installation, and Commissioning of a Luminaire Upgrade	Amount	
		Rands	Cents
5.3	Stage 5 - Construction	R	
5.4	Construction Monitoring Level 2	R	
5.5	Municipal inspections, tests, site and other investigations	R	
5.6	Stage 6 - Close-Out	R	
5.7	Total Fees Excluding VAT - Civil (Structural) Engineer	R	
6	Subtotal Bill of Quantities No. 2 (Sum subtotal 2.7 - 5.7)	R	
7	*Add Disbursements (10% of (Sum subtotal 2.7 - 5.7) Professional fees or Key personnel)	R	
8	Total of Item 6 & 7 (Carried to Summary)	R	

Bill of Quantities No. 3: Area A: North Gate Staff Parking						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR	
1	The supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	LED Fittings as per design specification in BoQ2, compatible to the existing spigot.	Each	30	R	R	R
3	Supply earthing and lightning protection system	Each	30	R	R	R
4	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
5	Pole numbering including the circuit or DB fed from, painting with mineral grey	Sum	Sum	R	R	R
6	Installation and connection of specified LED fittings, including cable termination, gland fitting, and integration of protective devices per unit.	Each	30	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 3: Area A: North Gate Staff Parking						R

Bill of Quantities No. 4: Area B: Airside (MB & Fuel Forwarding Depo)						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	

1	The supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	LED Fittings as per design specification in BoQ2, compatible to the existing spigot.	Each	20	R	R	R
3	Supply earthing and lightning protection system in the high mast.	Each	20	R	R	R
4	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
5	Pole numbering including the circuit or DB fed from, painting with mineral grey	Sum	Sum	R	R	R
6	Installation and connection of specified LED fittings, including cable termination, gland fitting, and integration of protective devices per unit.	Each	20	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 4: Area B: Airside (MB & Fuel Forwarding Depo)						R

Bill of Quantities No. 5: Area C: Area in front of North Gate & Staff Processing						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	Streetlight poles with spigot as per design specification	Each	18	R	R	R
3	Excavation for streetlight poles as per design specification irrespective of soil type and including Pole Foundation Class 10 Concrete	Each	18	R	R	R
4	LED Fittings as per design specification in BoQ2	Each	18	R	R	R

5	Supply earthing and lightning protection system in the high mast.	Each	18	R	R	R
6	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
7	Pole numbering including the circuit or DB fed from, painting with mineral grey	Sum	Sum	R	R	R
8	Installation and connection of specified LED fittings, including cable termination, gland fitting, and integration of protective devices per unit.	Each	18	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 5: Area C: Area in front of North Gate & Staff Processing						R

Bill of Quantities No. 6: Area D: Sportsfield						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	Additional poles with spigot, as per design specifications, to replace existing poles with compromised structural integrity.	Each	10	R	R	R
3	Excavation for streetlight poles as per design specification irrespective of soil type and including Pole Foundation Class 10 Concrete	Each	10	R	R	R
4	LED Fittings as per design specification in BoQ2, compatible to the existing spigot.	Each	50	R	R	R
5	Supply earthing and lightning protection system in the high mast.	Each	50	R	R	R
6	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
7	Supply and replace weatherproofed 3-phase Distribution Board near the netball court with key padlock.	Each	1	R	R	R
8	Pole numbering including the circuit or DB where the circuit id fed from, painting with mineral grey.	Sum	Sum	R	R	R
9	Installation and connection of specified LED fittings, including cable termination, gland fitting, and integration of protective devices per unit.	Each	50	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 6: Area D: Sportsfield						R

Bill of Quantities No. 7: Area E: Fuel Farm						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	Additional poles with spigot, as per design specifications, to replace existing poles with compromised structural integrity.	Each	5	R	R	R
3	Excavation for streetlight poles as per design specification irrespective of soil type and including Pole Foundation Class 10 Concrete	Each	5	R	R	R
4	LED Fittings as per design specification in BoQ2, compatible to the existing spigot.	Each	20	R	R	R
5	Supply earthing and lightning protection system in the high mast.	Each	20	R	R	R
6	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
7	Pole numbering including the circuit or DB fed from, painting with mineral grey.	Sum	Sum	R	R	R
8	Installation and connection of specified LED fittings, including cable termination, gland fitting, and integration of protective devices per unit.	Each	20	R	R	R
9	Supply Flame proofed LED lighting including fittings for Fuel Farm Entrance as per design specifications, to replace the existing fluorescent lighting	Each	20	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 7: Area E: Fuel Farm						R

Bill of Quantities No. 8: Area F: Luminaires on the Access Roads						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The supply, delivery on site and installation of the following materials					

	and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	Additional poles with spigot, as per design specifications, to replace existing poles with compromised structural integrity.	Each	100	R	R	R
3	Excavation for streetlight poles as per design specification irrespective of soil type and including Pole Foundation Class 10 Concrete	Each	100	R	R	R
4	LED Fittings as per design specification in BoQ2, compatible to the existing spigot.	Each	600	R	R	R
5	Supply earthing and lightning protection system in the high mast.	Each	600	R	R	R
6	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
7	Pole numbering including the circuit or DB fed from, painting with mineral grey.	Sum	Sum	R	R	R
8	Installation and connection of specified LED fittings, including cable termination, gland fitting, and integration of protective devices per unit.	Each	600	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 8: Area F: Luminaires on the Access Roads						R

Bill of Quantities No. 9: Area G: Luminaires at the Car Rental Parking						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	Additional poles with spigot, as per design specifications, to replace existing poles with compromised structural integrity.	Each	20	R	R	R

3	Excavation for streetlight poles as per design specification irrespective of soil type and including Pole Foundation Class 10 Concrete	Each	20	R	R	R
4	LED Fittings as per design specification in BoQ2, compatible to the existing spigot.	Each	100	R	R	R
5	Supply earthing and lightning protection system in the high mast.	Each	100	R	R	R
6	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
7	Pole numbering including the circuit or DB fed from, painting with mineral grey and side adjusting strings	Sum	Sum	R	R	R
8	Installation and connection of specified LED fittings, including cable termination, gland fitting, and integration of protective devices per unit.	Each	100	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 9: Area G: Luminaires at the Car Rental Parking						R

Bill of Quantities No. 10: Area H: Bollard Lighting Replacement

Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	Supply 1.5 -meter Bollard with LED lighting as per design specifications, to replace existing Bollards	Each	160	R	R	R
3	Supply 1.7-meter Bollard with LED lighting as per design specifications, to replace existing Bollards	Each	15	R	R	R
4	Supply 1-meter Bollard with LED lighting as per design specifications, to replace existing Bollards	Each	30	R	R	R
5	Excavation for Bollards as per design specification irrespective of soil type and including Pole Foundation Class 10 Concrete.	Each	205	R	R	R
6	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
7	Bollard numbering including the circuit or DB fed from	Sum	Sum	R	R	R
8	Installation and connection of specified LED fittings, including	Each	205	R	R	R

	cable termination, gland fitting, and integration of protective devices per unit.					
SUB-TOTAL Excluding VAT: Bill of Quantities No. 10: Area H: Bollard Lighting Replacement						R

Bill of Quantities No. 11: Area I: Luminaire at the Urban Fabric/Tunnel						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the installation, testing and commissioning of the LED fittings in full, including all handling, insurance and other costs involved in delivering of material.					
2	Supply LED lighting including fittings as per design specifications, to replace the existing fluorescent lighting.	Each	50	R	R	R
3	Cabling and Circuit Breakers as per design specification	Sum	Sum	R	R	R
4	Installation and connection of specified LED fittings, including cable termination, gland fitting, and integration of protective devices per unit.	Each	205	R	R	R
5	Supply LED lighting including fittings for Entrance/Exit Canopies as per design specifications, to replace the existing fluorescent lighting	Each	120	R	R	R
6	Supply LED Flood lighting including fittings for Delivery Gate as per design specifications, to replace the existing fluorescent lighting	Each	4	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 11: Area I: Luminaire at the Urban Fabric/Tunnel						R

Bill of Quantities No. 12: Area J: Shaded Parking Opposite MSO						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The design, supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified. All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the design, supply, delivery, installation, testing and commissioning of					

	<p>the new LED High-mast structure with fittings in full, including all handling, insurance and other costs involved in delivering of material.</p> <p>Detailed Site Assessment covered under BoQ2: Design, Supply, Installation, and Commissioning of a Luminaire Upgrade</p> <ul style="list-style-type: none"> • Survey of entire Shaded Parking Opposite MSO requiring lighting, including topographical and as-built surveys • Identification of exact locations for high masts and streetlights based on relevant SANS and ACSA operational needs (roadways, parking areas). • Soil investigation and geotechnical analysis for foundation design of high masts and streetlights. • Obstacle clearance studies to ensure lighting structures do not infringe on airspace (ICAO guidelines) and do not create shadows for existing or planned solar panels. • Environmental Impact Assessment (EIA) includes necessary reports and liaison with regulatory bodies. • Lighting Design: Calculation of lux levels, uniformity ratios, glare control per SANS 10114 and ICAO. Selection of LED luminaires (High mast) with specified photometric performance, IP ratings (SANS 60529), cost of ownership, and lifespan. • Structural Design: High mast towers and streetlight poles, foundations, considering wind loads (SANS 10160), seismic activity, and corrosion protection (SANS 10143). • Electrical Design: Power distribution network, cabling (SANS 10142), conduits, circuit protection, control panels, and earthing systems (SANS 10142). • Control System Design: Dimming controls, monitoring systems, and integration with existing airport management systems, specifying SCADA/BMS compatibility. • Obtaining all necessary permits and approvals from airport authorities (ACSA), Civil Aviation Authority (CAA), and local regulatory bodies, including submission of all required documentation. 					
2	Clearing and grading of installation sites and Excavation for foundations and cable trenches.	Sum	Sum	R	R	R
3	Foundation Construction including Installation of anchor bolts and sleeves.	Each	20	R	R	R
4	Underground Cabling and Infrastructure.	Sum	Sum	R	R	R
5	Installation of cable ducts, junction boxes, and pull boxes.	Sum	Sum	R	R	R
6	Lightning protection, power surge or dip protection and Earthing systems for all high masts	Sum	Sum	R	R	R
7	Delivery of Hinged High Mast of not more than 16m as per design specification.	Each	20	R	R	R
8	Mast erection and securing.	Each	20	R	R	R
9	Mounting and wiring of LED fittings as per the design specification.	Each	120	R	R	R
10	Connection and termination of electrical wiring and connection to power distribution network and testing of electrical circuits.	Sum	Sum	R	R	R
11	Control system installation and testing of control systems	Sum	Sum	R	R	R
12	Functional testing of luminaires and verification of lighting levels.	Sum	Sum	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 12: Area J: Shaded Parking Opposite MSO						R

Bill of Quantities No. 13: Area K: Shaded Parking behind SASOL Garage

Bill of Quantities No. 13: Area K: Shaded Parking behind SASOL Garage						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	The design, supply, delivery on site and installation of the following materials and equipment and the guarantee thereof as specified.					
	All prices provided below must make provision for the delivery on Site of Works and must include all accessories deemed necessary for the design, supply, delivery, installation, testing and commissioning of the new LED High-mast structure with fittings in full, including all handling, insurance and other costs involved in delivering of material.					
	Detailed Site Assessment covered under BoQ2: Design, Supply, Installation, and Commissioning of a Luminaire Upgrade					
	<ul style="list-style-type: none">• Survey of entire Shaded Parking Opposite MSO requiring lighting, including topographical and as-built surveys• Identification of exact locations for high masts and streetlights based on relevant SANS and ACSA operational needs (roadways, parking areas).• Soil investigation and geotechnical analysis for foundation design of high masts and streetlights.• Obstacle clearance studies to ensure lighting structures do not infringe on airspace (ICAO guidelines) and do not create shadows for existing or planned solar panels.• Environmental Impact Assessment (EIA) includes necessary reports and liaison with regulatory bodies.• Lighting Design: Calculation of lux levels, uniformity ratios, glare control per SANS 10114 and ICAO. Selection of LED luminaires (High mast) with specified photometric performance, IP ratings (SANS 60529), cost of ownership, and lifespan.• Structural Design: High mast towers and streetlight poles, foundations, considering wind loads (SANS 10160), seismic activity, and corrosion protection (SANS 10143).• Electrical Design: Power distribution network, cabling (SANS 10142), conduits, circuit protection, control panels, and earthing systems (SANS 10142).• Control System Design: Dimming controls, monitoring systems, and integration with existing airport management systems, specifying SCADA/BMS compatibility.• Obtaining all necessary permits and approvals from airport authorities (ACSA), Civil Aviation Authority (CAA), and local regulatory bodies, including submission of all required documentation.					
2	Clearing and grading of installation sites and Excavation for foundations and cable trenches.	Sum	Sum	R	R	R
3	Foundation Construction including Installation of anchor bolts and sleeves.	Each	10	R	R	R
4	Underground Cabling and Infrastructure.	Sum	Sum	R	R	R
5	Installation of cable ducts, junction boxes, and pull boxes.	Sum	Sum	R	R	R
6	Lightning protection, power surge or dip protection and	Sum	Sum	R	R	R

	Earthing systems for all high masts.					
7	Delivery of Hinged High Mast of not more than 16m as per design specification.	Each	20	R	R	R
8	Mast erection and securing.	Each	10	R	R	R
9	Mounting and wiring of LED fittings as per the design specification.	Each	60	R	R	R
10	Connection and termination of electrical wiring and connection to power distribution network and testing of electrical circuits.	Sum	Sum	R	R	R
11	Control system installation and testing of control systems	Sum	Sum	R	R	R
12	Functional testing of luminaires and verification of lighting levels.	Sum	Sum	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 13: Area K: Shaded Parking behind SASOL Garage						R

Bill of Quantities No. 14: Other works						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	Provisional Sum for Communication and Control System package as per design specifications including Additional 1 year warranty. Refer to C3.2 under 4.2 LIGHTING/LUMINAIRE CONTROL SYSTEM	Prov Sum	Prov Sum	R2 000 000.00	R2 000 000.00	R2 000 000.00
SUB-TOTAL Excluding VAT: Bill of Quantities No. 14: Other works						R

Bill of Quantities No. 15: Commissioning and Documentation						
Item	DESCRIPTION	Unit of Measure (UOM)	QUANTITY QTY	UNIT COST		Total Amount Excl. VAT
				MATERIAL COST	LABOUR COST	
1	Provision of as-built drawings in DWG format and Operating and Maintenance Manuals Technical Handbooks - Hard copy and soft copy in English.	Sum	Sum	R	R	R
2	Certificate of Compliance (CoC's)	Sum	Sum	R	R	R
3	Equipment familiarisation for ACSA maintenance team (21 employees)	Each	21	R	R	R
SUB-TOTAL Excluding VAT: Bill of Quantities No. 15: Commissioning and Documentation						R

DESCRIPTION	TOTAL
Bill Of Quantities No. 1: Preliminary and General	R
Bill Of Quantities No. 2: Design, Supply, Installation, and Commissioning of a Luminaire Upgrade	R

Bill of Quantities No. 3: Area A: North Gate Staff Parking	R
Bill of Quantities No. 4: Area B: Airside (MB & Fuel Forwarding Depo)	R
Bill of Quantities No. 5: Area C: Area in front of North Gate & Staff Processing	R
Bill of Quantities No. 6: Area D: Sportsfield	R
Bill of Quantities No. 7: Area E: Fuel Farm	R
Bill of Quantities No. 8: Area F: Luminaires on the Access Roads	R
Bill of Quantities No. 9: Area G: Luminaires at the Car Rental Parking	R
Bill of Quantities No. 10: Area H: Bollard Lighting Replacement	R
Bill of Quantities No. 11: Area I: Luminaire at the Urban Fabric/Tunnel	R
Bill of Quantities No. 12: Area J: Shaded Parking Opposite MSO	R
Bill of Quantities No. 13: Area K: Shaded Parking behind SASOL Garage	R
Bill of Quantities No. 14: Other works	R
Bill of Quantities No. 15: Commissioning and Documentation	R
SUB – TOTAL16 = (BoQ1 to BoQ15)	R
Contingency (10% of SUB -TOTAL16)	R
Sub Total 17: Tendered Amount Excluding Vat (SUB – TOTAL16 + Contingency))	R
Vat (15% of Sub-Total 17)	R
*Total Tendered Amount (Sub-Total 17 + Vat) Form of Offer to be carried over to page 3 of this Contract.	R

CONTRACT NO: KSIA7950/2025/RFP – Design, Supply, Installation, and Commissioning of a Luminaire Upgrade for Access Roads, Staff Parking Areas, Open Parking Bays, and Car Rental Zones at King Shaka International Airport for a period of 24 Month Contract

C2.3 DECLARATION (In respect of completeness of Tender)

I/we, the undersigned, do hereby declare that these are the properly priced according to part C2.2 of this Contract Document in consecutive order upon which my/our tender for **CONTRACT NO: KSIA7950/2025/RFP – Design, Supply, Installation, and Commissioning of a Luminaire Upgrade for Access Roads, Staff Parking Areas, Open Parking Bays, and Car Rental Zones at King Shaka International Airport for a period of 24 Month Contract** has been based.

SIGNATURE & STAMP OF TENDERER/S

DATE

The Table below will be applicable on Contingency amount; The Contractor shall populate the mark-up percentage. This will enable ACSA to manage better the contingency when the need arises, it does not affect the Total tendered Amount.

Value of Items	(Z) Mark up (contractor to complete)
R0 – R29,000	%
R30,000 – R49,000	%
R50,000 – R199,000	%
R200,000 – R299,000	%
R300,000 - R500,000 and above	%

PART 3: SCOPE OF WORK

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

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C3: Scope of Work

C3.1: Employer's Works Information

3.1 Background and or Purpose of this Bid

King Shaka International was built in 2009, the access roads, staff parking, car rental parking and car rental depots were fitted with between 150 - 400Watts High Pressure Sodium (HPS) lamps respectively, since then the lighting technology has evolved to light emitting diode (LED). Lighting plays a pivotal role in modern urban infrastructure, affecting not just aesthetics but also energy consumption and public safety. The existing HPS bulbs are made from a translucent ceramic arc tube containing a mixture of sodium, mercury and xenon gas, which requires high startup current, and this technology emit a lot of heat which requires a light to switch off in between operation to save the light from catching fire, this heat also results in high power losses. Due to these technology shortcomings an upgrade is required to LED technology for optimum efficiency lights to ensure the company achieve energy saving targets, reduce operational cost (OPEX), conform with OHS Act, while reducing environmental impact, and contribute towards carbon neutralization strategy. It is therefore recommended that the procurement for design, replacement and upgrade of outdoor lighting system at King Shaka International Airport be prioritized to minimize the operational cost, to conform with SANS 10389-1 Exterior lighting, Part 1: Artificial lighting of exterior areas for work and safety, SANS 10098-1 Public lighting, Part 1: The lighting of public thoroughfares and Occupational Health and Safety Act & regulations, Act 85 of 1993. (2016). Amended and SANS 62031 - LED modules for general lighting - Safety specifications.

C3.2: Scope of the Works

ACSA KSIA seeks to appoint a prospective service provider to design and construction of Luminaire upgrade of Airport access roads, staff parking areas, open parking and car rentals. The scope includes but not limited to the following:

Phase 1: Project Initiation and Planning

Detailed Site Assessment:

- Survey of the entire airport area requiring lighting
- Identification of exact locations for high masts and streetlights based on ICAO or relevant aviation standards, safety regulations, and operational needs (roadways and parking areas, etc).
- Assessment of existing infrastructure (if any) and potential integration points.
- Soil investigation and geotechnical analysis for foundation design.
- Obstacle clearance studies to ensure lighting structures do not infringe on airspace and create shadow for Solar panels.
- Check all the existing services that may hinder the continuation of the project
- Environmental impact assessment.

Detailed Engineering and Design:

- Lighting Design: Calculation of required lux levels, uniformity ratios, and glare control in accordance with relevant standards. Selection of appropriate LED luminaires (high mast and streetlight types) with specified photometric performance, IP ratings, cost of ownership and lifespan.
- Structural Design: Design of high mast towers and streetlight poles, including foundations, considering wind loads, seismic activity, and corrosion protection.
- Electrical Design: Design of the power distribution network, including cabling, conduits, circuit protection, control panels, and earthing systems. Design of any smart lighting or control systems.
- Control System Design: Design of dimming controls, monitoring systems, and integration with existing airport management systems.

Procurement:

- Sourcing and procurement and delivery of all materials, including LED luminaires, poles, cables, control gear, hardware, and other necessary components, adhering to specified quality standards and airport regulations.
- Organize Factory Acceptance Test (FAT) with the Original Equipment Manufacturer (OEM), Client to participate.

Permitting and Approvals:

- Obtaining all necessary permits and approvals from airport authorities, civil aviation authorities, and local regulatory bodies.

Phase 2: Installation and Construction:

Site Preparation:

- Erection of facilities on site inclusive of a notice board and removal of facilities from site removal of notice board.
- Clearing and grading of installation sites.
- Excavation for foundations and cable trenches.

Foundation Construction:

- Construction of foundations for high masts and streetlight poles as per the approved structural design.
- Installation of anchor bolts and sleeves.

Underground Cabling and Infrastructure:

- Laying of underground cables in trenches or conduits.
- Installation of cable ducts, junction boxes, and pull boxes.
- Lightning protection, power surge or dip protection and Earthing systems.

Pole and Mast Erection:

- Transportation and erection of streetlight poles and high mast towers using appropriate lifting equipment and safety procedures.
- Alignment and levelling of structures.

Luminaire Installation:

- Mounting and wiring of LED luminaires on poles and masts.
- Perform retrofitting of the existing light fittings in some areas.
- Connection to the power distribution network.

Control System Installation:

- Installation and wiring of control panels, sensors, and communication equipment.

System Integration and Testing:

- Connection and termination of all electrical wiring in accordance with applicable standards.
- Testing of electrical circuits for continuity, insulation resistance, and proper grounding.
- Functional testing of individual luminaires and the entire lighting system.
- Testing of control systems (dimming, monitoring and communication).
- Verification of lighting levels and uniformity against design specifications.

Phase 3: Commissioning and Handover

Final Inspections:

- Joint inspection with airport authorities to ensure compliance with specifications and safety standards.
- Snagging and rectification of any identified deficiencies.

System Commissioning:

- Final energization and testing of the complete lighting system under operational conditions.
- Calibration of control systems.

Documentation and Training:

- Provision of as-built drawings, operation and maintenance manuals, test reports, and warranties.
- Training of airport personnel on the operation and basic maintenance of the new lighting system.

Handover:

- Formal handover of the completed project to the airport project manager.

3.3 STANDARD OF WORK, EQUIPMENT AND MATERIALS

- All work shall be executed in a neat, orderly manner in accordance with ACSA requirements. All equipment must be installed to allow easy access for maintenance. Electrical installations shall comply with SANS 10142 and the specifications outlined in this document.
- All equipment and materials used shall be of high-quality design and manufacture and must comply with the relevant specifications and standards referenced in this document.
- Every reasonable precaution and provision shall be incorporated in the design of the equipment for the safety and security of the system and for those concerned with its operation and maintenance.

3.3.1 MINIMUM REQUIREMENTS FOR HIGH MASTS

- The mast shall be constructed as a tapered, enclosed column with either a polygonal or circular cross-section, and must be hinged for ease of access and maintenance. Mast shall be hot dip galvanized (Single Dip) Internally externally, having uniform coating thickness of 85/ 65 microns for bottom / top section respectively
- The mast shall be designed to withstand wind loads corresponding to a wind speed of 150 km/h at 16 m height, acting on the projected area of the mast, luminaires, and mounting carriage. Maximum deflection at the mast tip under 100 km/h wind shall not exceed 2.5% of its height. The design must mitigate wind induced oscillations.

- All steel used in the fabrication of masts, luminaire carriages, and maintenance cages shall comply with BS 4360 Grade 43A or 50. Mast shaft sections shall have a minimum wall thickness of 5 mm.
- Each mast shall include a head frame designed to accommodate the raising/lowering gear and effectively seal the mast top against water ingress.
- Each mast shall include a side access opening for the power distribution board, cable terminations, and raising/lowering mechanism. The opening shall be fitted with a lockable, weather-sealed, hinged door featuring vermin-proof ventilation. When installed, the opening must face parallel to adjacent tracks. Tenderers shall provide weatherproofing details with their submissions.

3.3.2 DISTRIBUTION BOARD AND MAST CABLING

- A totally enclosed power distribution board of flame retardant reinforced fibreglass construction shall be mounted in an easily accessible position in the compartment of the mast.
- Adequately rated, double or single pole, moulded case circuit breakers for control of the luminaires.
- Each control unit on the distribution board shall be clearly labelled with durable, engraved or printed labels (metal, plastic, or other approved material), securely fixed to the board. Labels must indicate the circuit designation in both official languages. Embossed adhesive tape labels are not permitted.

3.3.3 CABLE LAYING

- The cable shall be installed in cable ducts and sleeves.

3.3.4 EARTHING AND LIGHTNING PROTECTION

- The contractor shall supply and install earthing and lightning protection to the masts as per SANS 10313.
- Lightning protection is required at all masts.
- Earth rods shall be supplied in 1 m lengths, 16 mm in diameter, and joined using the taper-lock method to ensure continuous soil contact along the entire assembly or in line with design specifications.

4 MINIMUM REQUIREMENTS FOR LUMINAIRE CONSTRUCTION

The equipment shall be designed and rated for continuous operation under the following conditions:

- Altitude: Sea level.
- Ambient temperature: 5°C to +40°C (daily average +35°C)
- Relative humidity: As high as 95%.
- Lightning conditions: Severe, with a maximum lightning ground flash density of 12 flashes per km² per annum.
- Atmospheric conditions: Salt laden as well as electrolytic corrosion conditions prevail in all areas owing to the proximity of direct current traction systems and cathodic protection schemes.

4.1 LUMINAIRE CONSTRUCTION

- LED fixtures shall offer an alternative with proven benefits for traditional fixtures fitted with 400W to 2000W HID lamps which meets various lighting applications, ranging from general area lighting to recreational sports lighting up to professional broadcasting requirements, matching the horizontal and vertical lighting levels respectively.
- LED fixtures shall have 3 modules that can be mounted on a similar bracket arrangement to offer the utmost versatility, providing light distributions and lumen packages perfectly adapted to the specifications of the area to be lit.
- Designed to easily upgrade or replace the surge protection device, LEDs or drivers.
- Fixtures to comply with the following testing standard: SANS 60598, SANS 62262, SANS 475
- Housing and finish (Body): Marine grade high-pressure die-cast aluminium (EN 1706 AC-44300)
- Optic: Acrylic PMMA (polymethyl methacrylate)
- Protector: High-impact clear glass
- Housing finish: Unpainted aluminium
- Optical compartment tightness level: IP 66
- Control gear tightness level: IP 66

- Impact resistance: Glass: IK 08 and Polycarbonate: IK 10
- Operating temperature range (Ta): -1°C to +40°C
- Electromagnetic compatibility (EMC): SANS 55015:2013/A1:2015, SANS 61000-3-2:2014, SANS 61000-3-3:2013, SANS 61547:2009, SANS 62493:2015
- Depending on the design specification, the LED colour temperature shall be 5700K (Cool white 757) or 4000K (Neutral white 740).
- The Colour rendering index (CRI) shall be greater than >70 (Cool white 757) and > 70 (Neutral white 740).
- Lifetime of the LEDs at TQ 25°C: 100,000h - L70B10 (for a useful lifetime of 100,000 hours when operating at an ambient temperature (Tq) of 25°C, and that at the end of this period, at least 90% of the LEDs will still be producing at least 70% of their original light output).
- Lifetime of the Driver at TQ 25°C: Up to 100,000h ≤10% failure rate.

4.2 LIGHTING/LUMINAIRE CONTROL SYSTEM

- The lighting management system shall provide monitoring and analysing *all* streetlights in a user-friendly way.
- The system must make use of Microsoft for cloud services, provided with the highest levels of trust, transparency, standards conformance and regulatory compliance.
- The system must be capable of controlling devices (luminaires) from other brands.
- Manage controllers and to integrate sensors from other brands.
- Connect with third-party devices and platforms.
- The system includes all advanced features needed for smart device management, real-time and scheduled control, dynamic and automated lighting scenarios, maintenance and field operation planning, energy consumption management and third-party connected hardware integration.
- PC to be installed at the SCADA room at MB1.
- In the event of a loss of communication, data shall be stored locally on the individual Luminaire Controller and shall be uploaded to the server as soon as another master node is selected. Operating and consumption data are stored in the cloud.
- In the event of communication failure, the Luminaire Controller shall continue to operate and dim the luminaire based on the last communicated settings stored on the Luminaire Controller and the time stamp saved on the Luminaire Controller.

5. SOUTH AFRICAN BUREAU OF STANDARDS

The following specifications apply to this project but are not included in this document. These specifications may be obtained or viewed at SA National Standards (SANS)

SANS 10142 - Code of practice for the wiring of premises.
 SABS 150 - PVC insulated electrical cables & flexible cords.
 SABS 1279 - Floodlighting luminaires.
 SABS 155 - Solid filler wires for gas-shielded metal arc welding of Mild steel and medium-high tensile steel.
 SABS 156 - Moulded-case circuit breakers.
 SABS 767 - Core balance earth leakage protection units.
 SABS 0225 - The design and construction of lighting mast
 SABS 1431 - Welding of structural Steel
 SABS 044 - Welding
 SABS 763 - Hot-dip (galvanized) zinc coatings.
 SANS 121/ISO 1461 - Hot dip galvanized coatings on fabricated iron and steel articles – Specification and test methods.
 SANS 1277 - Streetlight Luminaires
 SANS 1431 - Weldable structural steels
 SANS 1433 - Electrical terminals and connectors
 SANS 9001 - Quality management systems – Requirements
 SANS 10044-1 - Welding Part 1: Glossary of terms
 SANS 10044-2 - Welding Part 2: Symbols
 SANS 10214 - The design, fabrication and inspection of articles for hot-dip galvanizing
 SANS 10225 - The design and construction of lighting masts
 SANS 10292 - Earthing of low-voltage (LV) distribution system
 SANS 10389 - Exterior lighting
 Municipal, supply authority and regulatory standards and bylaws

6. DETAILED SPECIFICATIONS

The extent of work described herein shall be read in conjunction with the other parts of the specification, technical schedules and accompanying drawings.

The work covered by this specification comprises the supply, delivery, installation, testing, commissioning, handing over in working order and maintaining for the Defects Liability Period of the Perimeter and streetlighting installation as fully detailed in the documentation, and on the accompanying drawings.

The Electrical Contractor shall provide all materials, equipment, labour and services necessary for the complete, safe and efficient operation of the electrical installation in accordance with the intent of this Specification and the accompany drawings.

The works shall be carried out strictly in accordance with the following:

The Occupational Health and Safety Act No. 85 of 1995 and the relevant Regulations as amended.

The Code of Practice for the Wiring of Premises - SANS 10142-1 as amended. National Building Regulations

The relevant local by-laws and regulations of the Supply Authority.

The Electrical Contractor shall make note of his responsibilities in respect of:

- As-Built Drawings
- Conflicts between Specification and Drawings

The work involved and for which the Contractor must allow is briefly as follows:

- Liaison with Local Supply Authority
- Streetlighting Installation
- Earthing
- All excavation, reinstatement and removal of excess spoil from site necessary to complete the above, including provision of imported backfill, the shoring of trench walls where necessary, and pipe jacking if required.
- Workshop Drawings and Samples
- Managing Subcontractors and Suppliers to the Electrical Contract
- Provision of own Hoisting and Lifting
- Provision of own Scaffolding
- Removal of own Waste
- Provision of the requested information as stated elsewhere herein
- Testing and commissioning
- Provision of as-built drawings, operating and maintenance instructions and manuals
- Guarantee of equipment and installation against all defects for a period as detailed in the Detailed Description of the Service Required after handover.

7. INSPECTION OF THE SITE

Tenderers are advised to visit the site and thoroughly acquaint themselves with the nature and extent of the Work to be done, and to make allowance for the items obviously intended and necessary for the proper completion of the Work, although not specifically specified. Claims due to lack of knowledge will not be entertained.

A compulsory pre-tender meeting with representatives of Airports Company South Africa (ACSA) will take place at the KSIA at the time and date as indicated in the Tender Notice & Invitation to Tender.

Tenderers shall be deemed to have inspected the site.

8. PROGRAMME

The Electrical Contractor shall draw up and submit to the Employer a Programme of works.

Should the Programme be altered for any reason prior to completion of the Contract then the Electrical Contractor shall submit the revised Programme to the Employer.

The Electrical Contractor shall ensure that he has adequate staff available to complete the contract.

The cost of overtime, additional labour and plant for the completion of the works in accordance with the Programme shall be included in the Electrical Contractors' price for the project.

The costs of any work outside the requirements of the programme or necessary under exceptional circumstances shall be for the Employer's account only under a Variation Order if agreed to in writing before the work takes place.

Installation of new work and connections to the existing work shall be planned to ensure minimal interference with the regular operation of existing facilities. Necessary temporary shutdowns of existing services must be approved in writing by the Employer.

9. ELECTRICAL CONTRACTOR'S RESPONSIBILITY

The Electrical Contractor shall be responsible for the supply, factory testing, delivery to site, offloading, storage until required, installation, erection, site testing, commissioning and handing over in working order the electrical reticulation system detailed by this Specification and the accompany drawings. He shall provide all materials, equipment and services necessary for the complete, safe and efficient progress and completion of the Contract.

The Electrical Contractor shall arrange timeously with the local supply authority for the isolation and earthing of the existing electrical services as and when required.

The Electrical Contractor shall ensure that the unnecessary interrupting of electrical services is avoided and shall schedule the Work to minimize power outages, if required.

The Electrical Contractor shall arrange timeously with the Supply Authority for the inspection, testing, switching and commissioning of the new electricity distribution system, if required.

The Electrical Subcontractor shall provide all materials, equipment, labour and services necessary for the complete, safe and efficient operation of the electrical installation in accordance with the intent of this Specification and Drawings. The works shall be carried out strictly in accordance with the following:

- The Occupational Health and Safety Act No. 85 of 1993 and the relevant Regulations as amended.
- The Code of Practice for the Wiring of Premises - SANS 10142-1 as amended.
- The relevant local by-laws and regulations of the Supply Authority.
- Major National tenant specifications.

In terms of Government Notice No. 17548, it is the Electrical Subcontractor's responsibility to ensure that all electrical fittings installed comply with the relevant SANS safety standards, applicable to the particular class of fitting. In the event of fittings specified by the Employer which do not comply with the SANS safety standards, it shall be the Electrical Subcontractor's responsibility to notify the Employer immediately in writing, so that alternative fittings which do comply with the SANS safety standards may be timeously selected.

The Electrical Subcontractor shall not install any fitting under any circumstance which does not comply with the SANS safety standards unless specifically instructed in writing by the Employer on an item for item basis.

Where a product is claimed to comply with the SANS safety standard by compliance to an alternative foreign safety standard recognised and accepted by the SANS, the Contractor shall obtain and submit

proof of such acceptance. Where the SANS grants a permit for the use of equipment which does not carry the SANS mark, the Electrical Subcontractor shall submit copies of the permits and test reports to the Employer at the time of tender.

All equipment tendered shall comply with the SANS safety standard as required by the above legislation. The Electrical Subcontractor shall provide copies of SANS certificates of compliance for electrical fittings upon request by the Employer. No claim will be considered on the basis that equipment tendered did not comply with the relevant SANS standard.

10. DELIVERY AND STORAGE

The Contractor shall make his own arrangements for the provision, transport, offloading and storage of materials and shall provide his own handling plant. Under no circumstances shall he expect or request the Supply Authority or the Employer to provide and take delivery of or to store materials on his behalf.

11. INSPECTION AND TESTS

The Employer reserves the right to inspect any equipment being manufactured in terms of the Contract, and to require that up to 5% of such equipment be subjected to such tests as may be defined in writing by the Employer prior to delivery to site of the said equipment. All such tests shall be carried out in the presence of the Employer. Any waiving of this right does not relieve the Contractor of supplying and installing equipment in full accordance with the Contract and to the approval of the Employer. In the event of inspection and testing being required the details of this requirement will be conveyed in writing.

12. HAND OVER DOCUMENTATION

	Description of Handover requirement	YES/NO	
	Updated design reports include design calculations (where applicable)		
	As-built drawings (.dwg format) depicting all Lighting layout, concrete foundations, High Masts and subsystem positions and connections		
	A list of "Nameplate Data" giving full particulars of serial numbers and other descriptive data pertaining to the equipment installed		
	Electronic datasheets of equipment purchased		
	User Guide Manuals and maintenance manuals		
	An electronic and hard copy of all routine tests results, and measurements as recorded during site and factory testing		
	Formal record of the maintenance training provided to the ACSA staff by the Bidder.		

	A list of minimum spares, tools and testing equipment supplied		
	All certificates and records of the testing and commissioning phase		

13. INTERPRETATION AND TERMINOLOGY

Abbreviation	Meaning given to the abbreviation
ACSA	Airport Company South Africa
AVOP	Airside Vehicle Operating Procedure
CAT	Category
CATS	Civil Aviation Technical Standards
CTU	Control Tower Unit
DME	Distance Measuring Equipment
IEC	International Electrotechnical Commission
ILS	Instrument Landing System
LV	Low Voltage
KSIA	King Shaka International Airport
SACAA	South African Civil Aviation Authority
SOC	State Owned Company
VAT	Value Added Tax
LED	Light Emitting Diode
V	Volt

14. CONTRACT MANAGEMENT

Management meetings

- Risk Reduction meeting to be held monthly.
- Representatives of the contractor and the Airports Company South Africa to be present in the meeting.
- Meeting to be held at the Employer's site and a venue to be communicated a week in advance.

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk reduction meeting and compensation events	Monthly	KSIA/MS Teams	<i>Contractor, Employer, Supervisor</i>

Overall contract progress and feedback	Monthly	KSIA/MS Teams	Employer, Contractor, Supervisor,
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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.

Health and safety risk management

- The contractor shall have a toolbox meeting stating all the health and safety related issues and must be documented as such before any work can start.
- The Contractor shall comply with the health and safety requirements contained Part C1.4 to this Works Information.
- The contractor shall ensure that all personnel performing work have correct PPE

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

Quality assurance requirements

Within the period stated in the Contact Data, the *Contractor* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*. The manual includes pro-forma checklists for all requirements of the *Contractor's* quality control and assurance program and those called for in the Scope.

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

15. ENGINEERING AND DESIGN OF THE WORKS

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

The contractor's design as well as Employer specification and installation requirements as per tender submission will be used for this project. The As built drawings to be prepared by the Contractor and submitted to the Project Manager for acceptance.

Use of *Contractor's* design

The contractor to ensure adherence to the specification as per tender documents and built the final product for purpose that is intended for.

Equipment required to be included in the *works*

The contractor may use any electrical equipment or tool to ensure the proper completion of works. The list of all tools to be used onsite to be presented as the part of safety file including the safe operating procedures for those tools.

As-built drawings, operating manuals and maintenance schedules

The contractor to provide As-built drawings, operating manuals and maintenance as stated in the Bill of Quantities as the part of the hand-over documentation.

16. CONSTRUCTION

Temporary works, Site services & construction constraints

Site establishment and equipment to be based on the airside. It will be a contractor's responsibility to provide a secure environment for their equipment. The contractor's personnel will be restricted to the contractors own established site and the agreed area of work. The contractor's personnel will not be permitted at the Airside/restricted areas without the necessary reflective jackets.

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

An induction course must be attended by the contractor and all personnel who would be involved on site. The contractor to make his own arrangement for staff full medicals and schedule with the ACSA's project manager for the induction course. Security arrangements would be discussed at the induction meeting and should be strictly adhered to. It should be noted that ACSA premises complies to National Key Point Regulations, every person who conduct work at the airport will be subjected to security vetting. ACSA will not be held liable should one of the contractor members fail SAPS vetting process.

The Contractor shall procure the services at King Shaka International Airport. All airside services are in restricted areas and access-controlled areas; accordingly it is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

- (b) The Contractor shall be compensated for costs relating to Employer required permits.
- (c) The Contractor must ensure that he/she is, at all times, familiar with the Employer's safety and security requirements relating to permits in order for no services to be delayed as a result thereof. This includes the permit application process (available to the Contractor upon request).
- (d) The Contractor shall have no claim against the Employer in the event that a permit request is refused for reasons not attributable to the Employer.

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

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

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

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

(h) The Contractor shall not be allowed to use two-way radios at on the Employer's Premises unless these radios are of the type as approved by the ACSA IT department and are intrinsically safe.

Restrictions to access on Site, roads, walkways and barricades

The Contractor shall protect the site properly and shall so arrange his operations that the minimum danger and inconvenience is caused to airport operations. For this purpose, he shall provide and maintain sufficient signs, lights, barriers, fencing and guarding as may be necessary or required

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

It is expected that contractors wear visible company uniform or reflector jackets with contractor name there-on when entering the premise as form of identification. Permits to be displayed at all times whilst on site.

Work will be conducted during the day (06h00-18h00) and/or at night (10pm – 4am) to minimize the impact on operations. Work program to be submitted with the tender to ensure the manoeuvring area is clear of aircraft movements prior and during construction work.

Title to materials from demolition and excavation

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

Contractor's Equipment

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

Site services and facilities provided by the *Employer*

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

Facilities provided by the *Contractor*

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

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

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

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

site conditions and requirements

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

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

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

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

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date

All work is to be done by the Contractor shall be completed by the Completion Date, save for the following: [list project-specific exceptions and state by when the work should be completed]

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

Use of the *works* before Completion has been certified

The Employer may use any part of the works before Completion has been certified but if he does so he takes over the part of the works. Any defect must be attended to as stipulated in the defect clause

Materials facilities and samples for tests and inspections

The contractor to present the product sample to the Project Manager prior the installation and submit the relevant factory test certificates

Commissioning

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

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

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

Take over procedures

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

Access given by the *Employer* for correction of Defects

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

Performance tests after Completion

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

Operational maintenance after Completion

Maintenance manuals and training will be provided by the contractor on completion of works.

PART C4: SITE INFORMATION

17. SITE LOCATION AND DESCRIPTION

The site is in La Mercy, KwaZulu-Natal, approximately 35 km North of the City Centre of Durban. The site has a full range of vehicular access. The site is located at GPS Co-ordinates: - 29°36'25.42" S 31°11'2.12" E

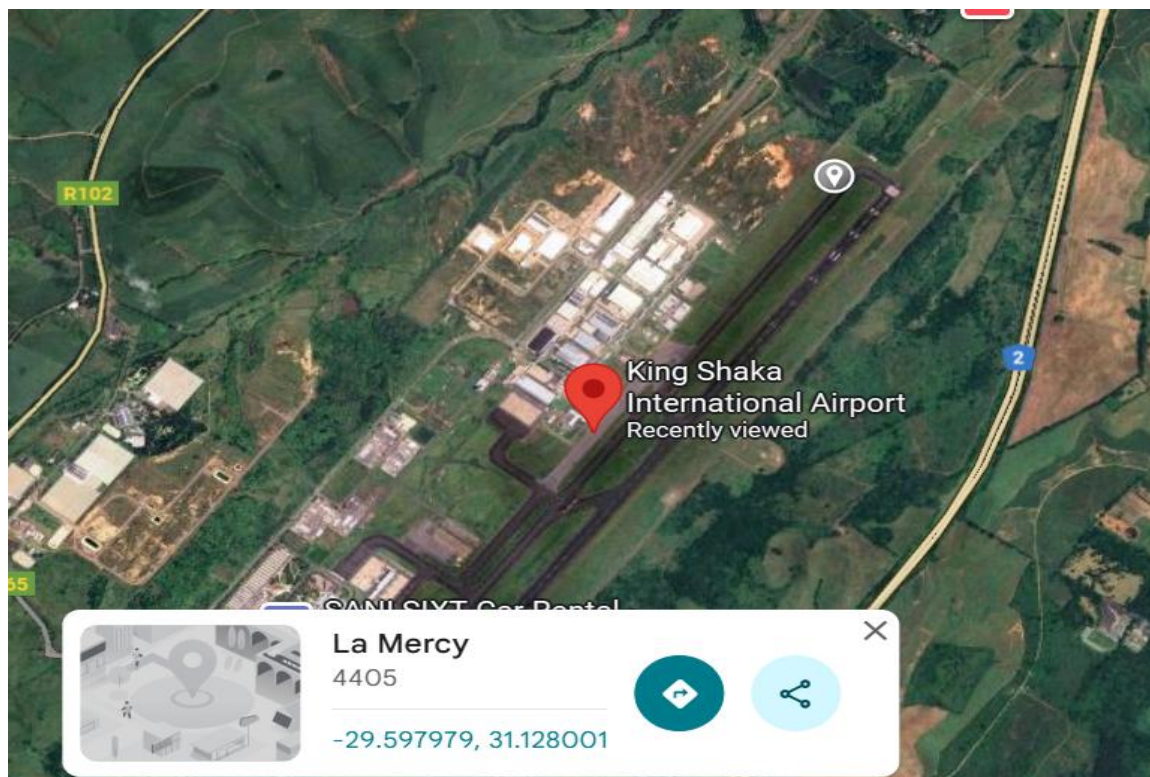


Figure 1: Geographic location