



**AIRPORTS COMPANY SOUTH  
AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: ELS: 4956: Replacement Illuminated Signs, ELS: 4957: AGL RWY  
edge 06-24 & 11-29 (2012), ELS: 4971: PAPI replacement.**

**TITLE OF PROJECT: Supply, delivery, offload, installation, commissioning, and testing of  
Aerodrome Ground Lighting system at King Phalo Airport for a period of two (02) years as fully  
detailed in the Scope of Work Part C3.**

**NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at King Phalo Airport**

(Registration Number: 1993/004149/30)

and **[DRAFTING NOTE: INSERT CONTRATOR NAME]**

(Registration Number: \_\_\_\_\_)

for **Supply, delivery, offload, installation, commissioning, and  
testing of Aerodrome Ground Lighting system at King Phalo  
Airport for a period of two (02) years as fully detailed in the  
Scope of Work Part C3.**

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## Part C1: Agreements and Contract Data

### C1.1: Form of Offer and Acceptance

#### OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Supply, delivery, offload, installation, commissioning, and testing of Aerodrome Ground Lighting system at King Phalo Airport for a period of two (02) years as fully detailed in the Scope of Work Part C3.**

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

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

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in \_\_\_\_\_ words)

.....

.....

. Rands;

(in figures) R.....

#### THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the  
Bidder:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

## ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

for the  
Employer

|                                   |                                                      |      |
|-----------------------------------|------------------------------------------------------|------|
| Name &<br>signature of<br>witness | <i>(Insert name and address of<br/>organisation)</i> |      |
|                                   |                                                      | 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 Employer****For the Bidder**

|                             |                                                                                                                                                                |                                                  |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| Signature (s)               | _____                                                                                                                                                          | _____                                            |
| Name (s)                    | _____                                                                                                                                                          | _____                                            |
| Capacity                    | _____                                                                                                                                                          | _____                                            |
| <b>Name and Address</b>     | <b>Airports Company South Africa SOC Limited</b><br>Airports Company South Africa SOC Limited,<br>King Phalo Airport<br>66 Settlers way<br>Greenfields<br>5201 |                                                  |
| Name & Signature of witness | <i>(Insert name and address of organisation)</i>                                                                                                               | <i>(Insert name and address of organisation)</i> |
| Date                        | _____                                                                                                                                                          | _____                                            |

## Part C1.2a Contract Data

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

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

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

| Clause   | Statement                                                                              | Data                                                                                                                                                                                                                                             |
|----------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> | <b>General</b>                                                                         |                                                                                                                                                                                                                                                  |
|          | The <i>conditions of contract</i> are the core clauses and the clauses for Main Option |                                                                                                                                                                                                                                                  |
|          | Main Option                                                                            | <b>B: Priced contract with Bill of Quantities</b>                                                                                                                                                                                                |
|          | Dispute resolution Option                                                              | <b>W1: Dispute resolution procedure</b>                                                                                                                                                                                                          |
|          | Secondary Options (incorporating amendments)                                           | <b>X2: Changes in the law</b><br><b>X7: Delay damages</b><br><b>X13: Performance Bond</b><br><b>X18: Limitation of liability</b><br><b>Z: Additional conditions of contract</b><br>of the NEC3 Engineering and Construction Contract, April 2013 |
| 10.1     | The <i>Employer</i> is (Name)                                                          | Airports Company South Africa SOC Limited,<br>King Phalo Airport                                                                                                                                                                                 |
|          | Address                                                                                | Airports Company South Africa SOC Limited<br>King Phalo Airport<br>66 Settlers way<br>Greenfields<br>5201                                                                                                                                        |
|          | Telephone                                                                              | 043 706 0384                                                                                                                                                                                                                                     |
|          | Fax                                                                                    | 043 706 0313                                                                                                                                                                                                                                     |
| 10.1     | The <i>Project Manager</i> is                                                          | Pumelo Mpaka                                                                                                                                                                                                                                     |
|          | Address                                                                                | Airports Company South Africa SOC Limited<br>King Phalo Airport<br>66 Settlers way<br>Greenfields<br>5201                                                                                                                                        |
|          | Telephone                                                                              | 043 706 0384                                                                                                                                                                                                                                     |
|          | E-mail address                                                                         | pumelo.mpaka@airports.co.za                                                                                                                                                                                                                      |
| 10.1     | The <i>Supervisor</i> is                                                               | Luvo Suka                                                                                                                                                                                                                                        |

|          |                                                             |                                                                                                                                                                                                                                                                                                                                        |
|----------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | Address                                                     | Airports Company South Africa SOC Limited<br>King Phalo Airport<br>66 Settlers way<br>Greenfields<br>5201                                                                                                                                                                                                                              |
|          | Telephone                                                   | 043 706 03810                                                                                                                                                                                                                                                                                                                          |
|          | Fax                                                         |                                                                                                                                                                                                                                                                                                                                        |
|          | Email                                                       | Luvo.Suka@airports.co.za                                                                                                                                                                                                                                                                                                               |
| 11.2     | The <i>works</i> are                                        | Supply, delivery, offload, installation, commissioning, and testing of Aerodrome Ground Lighting system at King Phalo Airport for a period of two (02) years as fully detailed in the Scope of Work Part C3.                                                                                                                           |
| 11.2     | The following matters will be included in the Risk Register | <ul style="list-style-type: none"> <li>• Availability of As Built information.</li> <li>• Access to Site</li> <li>• Site Constraints and Constructability</li> <li>• Material delivery long lead items</li> <li>• Weather conditions</li> <li>• Existing services</li> <li>• Project Program delay</li> <li>• Payment delay</li> </ul> |
| 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                          | Manoeuvring Area - is that part of an aerodrome to be used by aircraft for take-off, landing, and taxiing, excluding aprons.                                                                                                                                                                                                           |
| 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) working days                                                                                                                                                                                                                                                                                                                 |
| <b>3</b> | <b>Time</b>                                                 |                                                                                                                                                                                                                                                                                                                                        |
| 31.2     | The <i>starting date</i> is                                 | On issuing of Purchase Order (PO) number                                                                                                                                                                                                                                                                                               |
| 11.2     | The <i>completion date</i> is                               | 24 months after issuing of the Purchase Order (PO)                                                                                                                                                                                                                                                                                     |
| 30.1     | The <i>access date</i> is                                   | One week after issuing of the Purchase Order (PO)                                                                                                                                                                                                                                                                                      |

|          |                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |       |      |       |      |         |   |      |   |          |   |        |   |       |   |           |   |       |   |         |   |     |   |          |   |      |   |          |   |
|----------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|------|-------|------|---------|---|------|---|----------|---|--------|---|-------|---|-----------|---|-------|---|---------|---|-----|---|----------|---|------|---|----------|---|
| 31.1     | The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date                    | Two (2) weeks after the access date                                                                                                                                                                                                                                                                                                                                                                                                                |       |      |       |      |         |   |      |   |          |   |        |   |       |   |           |   |       |   |         |   |     |   |          |   |      |   |          |   |
| 32.2     | The <i>Contractor</i> submits revised programmes at intervals no longer than                                                | Four (4) weeks                                                                                                                                                                                                                                                                                                                                                                                                                                     |       |      |       |      |         |   |      |   |          |   |        |   |       |   |           |   |       |   |         |   |     |   |          |   |      |   |          |   |
| 35.1     | The <i>Employer</i> is not willing to take over the 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> (after signing of completion certificate)                                                                                                                                                                                                                                                                                                                                     |       |      |       |      |         |   |      |   |          |   |        |   |       |   |           |   |       |   |         |   |     |   |          |   |      |   |          |   |
| 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)<br>the number of days with rainfall more than 10 mm<br>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: | <table><tr><td>Month</td><td>Days</td><td>Month</td><td>Days</td></tr><tr><td>January</td><td>1</td><td>July</td><td>4</td></tr><tr><td>February</td><td>1</td><td>August</td><td>3</td></tr><tr><td>March</td><td>2</td><td>September</td><td>2</td></tr><tr><td>April</td><td>2</td><td>October</td><td>2</td></tr><tr><td>May</td><td>3</td><td>November</td><td>2</td></tr><tr><td>June</td><td>3</td><td>December</td><td>1</td></tr></table> | 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 |
| 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                                                                                                                                                                                                                                                                    |
| <b>9</b>  | <b>Termination</b>                                                                                                                                                                                                              | No data required for this section of the <i>conditions of contract</i>                                                                                                                                                                                                                                                                                          |
| <b>10</b> | <b>Data for Main Options</b>                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                 |
| <b>B</b>  | Priced contract with Bill of Quantities                                                                                                                                                                                         | Refer to Contract Data Part C2: Pricing Data, Bill of Quantities as per tender submission                                                                                                                                                                                                                                                                       |
| <b>11</b> | <b>Data for Option W1</b>                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                 |
| 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 <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council. |
| <b>12</b> | <b>Data for Secondary Option Clauses</b>                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                 |
| <b>X7</b> | <b>Delay Damages</b>                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                 |
|           | Delay damages of the <i>works</i> are                                                                                                                                                                                           | Amount per day is 0.05%, to the maximum of 10% of the Contract value                                                                                                                                                                                                                                                                                            |

|            |                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>X13</b> | <b>Performance bond</b>                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>X16</b> | <b>Retention</b>                                                                                                                                                             | <b>No data required for this section of the conditions of contract</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| X16.1      | The <i>retention percentage</i> is                                                                                                                                           | No data required for this section of the conditions of contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>X18</b> | <b>Limitation of Liability</b>                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| X18.1      | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to                                                                    | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue                                                                                                                                                                                                                                                                                                                                                                                                                    |
| X18.2      | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to                            | The total of the Prices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| X18.3      | The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to                   | The total of the Prices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| X18.4      | The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to | The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.                                                                                                                                                                                                                                                                         |
|            |                                                                                                                                                                              | <p>The e excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul> |
| <b>Z</b>   | <b>The Additional conditions of contract are Z1 – Z20</b>                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|            | <b>Amendments to the Core Clauses</b>                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z1</b>                                        | <b>Interpretation of the law</b>                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Z1.1</b>                                      | <p><b>Add to core clause 12.3:</b></p> <p>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p>                              |
| <b>Z2</b>                                        | <b>Providing the Works:</b>                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Z2.1</b>                                      | <p><b>Delete core clause 20.1 and replace with the following:</b></p> <p>The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose</p>                                                                                                                                                     |
| <b>Z3</b>                                        | <b>Other responsibilities:</b>                                                                                                                                                                                                                                                                                                                                                                                        |
|                                                  | <b>Add the following at the end of core clause 27:</b>                                                                                                                                                                                                                                                                                                                                                                |
| <b>Z3.1</b>                                      | 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                                                                                                                                                                                                              |
| <b>Z3.2</b>                                      | 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. |
| <b>Z4</b>                                        | <b>Extending the defects date:</b>                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                  | <b>Add the following as a new core clause 46:</b>                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Z4.1</b>                                      | 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>                                                                                                                             |
| <b>Z4.2</b>                                      | 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                                                                                                              |
| <b>Z4.3</b>                                      | 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                                                                                                                  |
| <b>Z5</b>                                        | <b>Termination</b>                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Z5.1</b>                                      | <b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.                                                                                                                                                                                |
| <b>Amendment to the Secondary Option Clauses</b> |                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Z6</b>                                        | <b>Performance Bond</b>                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Z6.1</b>                                      | <p><b>Amend the first sentence of clause X13.1 to read as follows:</b></p> <p>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.</p>                                 |

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z6.2</b>    | <b>Add the following new clause as Option X13.2:</b><br>The <i>Contractor</i> ensures 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 |
| <b>Z7</b>      | <b>Limitation of liability:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                | <b>Insert the following new clause as Option X18.6:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z7.1</b>    | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z7.2</b>    | 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                                                                                                                                                                                                                                                                                                                                                                                         |
|                | <b>Additional Z Clauses</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Z8</b>      | <b>Cession, delegation, and assignment</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Z8.1</b>    | 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>                                                                                                                                                                                                                                                                                                                                         |
| <b>Z8.2</b>    | The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Z9</b>      | <b>Joint and several liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Z9.1</b>    | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Z9.2</b>    | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Z9.3</b>    | 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> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Z10</b>     | <b>Ethics</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Z10.1</b>   | The <i>Contractor</i> undertakes:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Z10.1.1</b> | 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;                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Z10.1.2</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                             |

- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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**Z12 Employer's Step-in rights**

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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

|                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Z12.2</b>   | 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. |
| <b>Z13</b>     | <b>Liens and Encumbrances</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Z13.1</b>   | 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                                                                                                                                                                                                                             |
| <b>Z14</b>     | <b>Intellectual Property</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Z14.1</b>   | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Z14.2</b>   | IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Z14.3</b>   | 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                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Z14.4</b>   | 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                                                                                                                                                                                                                                                        |
| <b>Z14.5</b>   | The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" <b>the claim</b> "), which arises out of or in relation to:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Z14.5.1</b> | the <i>Contractor's</i> design, manufacture, construction, or execution of the Works                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Z14.5.2</b> | the use of the <i>Contractor's</i> Equipment, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Z14.5.3</b> | the proper use of the Works.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Z14.6</b>   | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Z16</b>     | <b>Dispute resolution:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Z16.1</b>   | <b>Appointment of the Adjudicator</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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<br><a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>           |
| Mr. Errol Tate Pr. Eng.              | Durban   | +27 11 262 4001<br><a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>       |
| Adv. Saleem Ebrahim                  | Gauteng  | +27 11 535-1800<br><a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>   |
| Mr. Sebe Msutwana Pr. Eng.           | Gauteng  | +27 11 442 8555<br><a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a> |
| Mr. Sam Amod                         | Gauteng  | <a href="mailto:sam@samamod.com">sam@samamod.com</a>                                      |
| Adv. Sias Ryneke SC                  | Gauteng  | 083 653 2281<br><a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>    |
| Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027<br><a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>           |

## Z16.2 Appointment of the Arbitrator

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

#### Panel of Arbitrators

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

## Z17 Notification of a compensation event

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

## Z18 BBBEE Certificate

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

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**Z19 Communication**

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

**Z19.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

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**Z20 Delegation**

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

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

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

| Clause | Statement                                                             | Data                                          |
|--------|-----------------------------------------------------------------------|-----------------------------------------------|
| 10.1   | The Contractor is (Name):<br>Address:<br><br>Telephone No.<br>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:                               | <b>CV's to be appended to Tender Schedule</b> |
|        | Name:                                                                 |                                               |
|        | Job:                                                                  |                                               |
|        | Responsibility:                                                       |                                               |
|        | Qualifications:                                                       |                                               |
|        | Experience:                                                           |                                               |
|        | Name:                                                                 |                                               |
|        | Job:                                                                  |                                               |
|        | Responsibility:                                                       |                                               |
|        | Qualifications:                                                       |                                               |
|        | Experience:                                                           |                                               |
|        | Name:                                                                 |                                               |
|        | Job:                                                                  |                                               |
|        | Responsibility:                                                       |                                               |
|        | Qualifications:                                                       |                                               |
|        | Experience:                                                           |                                               |

Name:

Job:

Responsibility:

Qualifications:

Experience:

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Name:

Job:

Responsibility:

Qualifications:

Experience:

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|      |                               |                                                    |
|------|-------------------------------|----------------------------------------------------|
| 11.2 | The <i>completion date</i> is | 24 months after issuing of the Purchase Order (PO) |
|------|-------------------------------|----------------------------------------------------|

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- |      |                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none"> <li>• Existing Services</li> <li>• Access to Site</li> <li>• Delay in supply of material and/or equipment</li> <li>• Progress of the works against the program</li> <li>• Travelling public and ACSA stakeholders</li> <li>• Material delivery lead items</li> <li>• Existing services</li> <li>• Project Program delay</li> <li>• Payment delay</li> <li>• Load shedding schedule</li> </ul> |
|------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
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|      |                                    |                                                   |
|------|------------------------------------|---------------------------------------------------|
| 11.2 | The <i>Works Information</i> is in | Part C3 'Scope of Works' section of this contract |
|------|------------------------------------|---------------------------------------------------|

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|      |                                 |                                           |
|------|---------------------------------|-------------------------------------------|
| 31.1 | The programme identified in the | Program schedule as per tender submission |
|------|---------------------------------|-------------------------------------------|

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## 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:**

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**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:**

|                                                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name of Organisation:</b><br><br><b>AIRPORTS COMPANY SOUTH AFRICA<br/>KING PHALO AIRPORT</b>                                    |
| <b>Physical Address:</b><br><b>Airport Company South Africa<br/>King Phalo Airport<br/>66 Settlersway<br/>Greenfields<br/>5201</b> |

**Hereinafter referred to as “Client”**

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

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## MANDATORY'S MAIN SCOPE OF WORK

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### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "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 Mandatory undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

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 duty 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 OHSA 85 of 1993 and its regulations are complied with.

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

Expiry date .....

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

\_\_\_\_\_  
**DATE**

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

\_\_\_\_\_  
**DATE**

## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.5: ACSA INSURANCE CLAUSES

#### INSURANCE CLAUSES FOR CAPEX PROJECTS

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

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

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

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

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

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

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

This insurance contains the following limitations and warranties;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This insurance is in respect of liability relating to aircrafts.

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

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

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

Professional Duties do not include:

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

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

1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

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

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

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

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

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

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

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

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

**b) Contract Works SASRIA**

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

**c) Aviation Liability Insurance ;**

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

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

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

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

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

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

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

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

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

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

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

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

## **2. Insurance Effected by the Contractor.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i) **Marine Cargo Insurance (If Applicable)**

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

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

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

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

j) **Miscellaneous Insurance**

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

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

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

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

2.4 **Sub-Contractors.**

The Contractor shall:

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

## APPENDIX A

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

**Send to : Airports Company South Africa**

**E-Mail The Following People:**

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

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

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

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

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

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

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

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

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

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

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

## PART C2: PRICING DATA

### C2.1: Pricing Instructions

- All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.
- If there is insufficient space in the Price List which follows, state in which document the Price List is contained.
- All prices are fixed and firm.
- There is no CPI escalation on the prices. CPI not required as this is once off.
- Prices must include customs and duties for items procured overseas.

### C2.2 Bill of Quantities

| Part A: Preliminary and General |             |     |     |           |             |
|---------------------------------|-------------|-----|-----|-----------|-------------|
| Item                            | Description | UOM | QTY | Price per | Total Price |

|                                    |                                                                                                                                                          |                 |                 | Unit       | Excl. VAT. |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|------------|------------|
| 1                                  | Site establishment                                                                                                                                       | Sum             | Sum             | R          | R          |
| 2                                  | Lockable Storage                                                                                                                                         | Sum             | Sum             | R          | R          |
| 3                                  | Sanitary facilities for staff                                                                                                                            | Sum             | Sum             | R          | R          |
| 4                                  | Contractor's transportation                                                                                                                              | Sum             | Sum             | R          | R          |
| 5                                  | Construction plant                                                                                                                                       | Sum             | Sum             | R          | R          |
| 6                                  | Safety File Requirements, refer on Part C4, Annexure B.                                                                                                  | Sum             | Once off        | R          | R          |
| 7                                  | Accommodation                                                                                                                                            | Sum             | Sum             | R          | R          |
| 8                                  | Provisional sum for Annual Permit cost and Airside Induction Training (AIT) refer on Part C4, Annexure A. (Claim on proven cost at no mark-up)           | Provisional Sum | Sum             | R30 000.00 | R30 000.00 |
| 9                                  | Travelling Cost                                                                                                                                          | Sum             | Sum             | R          | R          |
| 10                                 | Original Equipment Manufacturer (OEM) Training for Electrical Maintenance employees (Calibration, Repair and Replacement) x Seven (7) staff.             | Sum             | Sum             | R          | R          |
| 11                                 | Project Management cost including weekly and monthly Project Progress meetings, Updated As-built drawings, operating manuals, and maintenance schedules. | Sum             | Sum             | R          | R          |
| 12                                 | Site cleaning and removal after the completion of the works.                                                                                             | Sum             | Sum             | R          | R          |
| 13                                 | Provisional Sum for trenching and backfilling                                                                                                            | Provisional Sum | Provisional Sum | R250 000   | R250 000   |
| <b>Total Part A: Excluding VAT</b> |                                                                                                                                                          |                 |                 | <b>R</b>   | <b>R</b>   |

**Part B: PAPI Lights for both runway 11-29 and 06-24**

| Item | Description                                                                                             | UOM  | QTY | Price per Unit | Total Price Excl. VAT. |
|------|---------------------------------------------------------------------------------------------------------|------|-----|----------------|------------------------|
| 1    | Survey the existing structural Concrete base, modification to adequacy carry the new design PAPI lights | Each | 24  | R              | R                      |
| 2    | Replace the existing PAPI lights                                                                        | Each | 24  | R              | R                      |

|    |                                                                                                                                                                                                  |        |        |          |          |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|----------|----------|
|    | with LED Including Enclosures, LED Touch Pad display for Angle alignment. LED life of 60000 hours under high-intensity conditions and more than 150000 hours under typical operating conditions. |        |        |          |          |
| 3  | Isolating Transformers (60-200W) 50Hz                                                                                                                                                            | Each   | 24     | R        | R        |
| 4  | Secondary connector KD501-KD502                                                                                                                                                                  | Each   | 24     | R        | R        |
| 5  | Primary Connectors KD500                                                                                                                                                                         | Each   | 48     | R        | R        |
| 6  | Sealing of BASE CAN or Transformer pits including numbering using aluminium or equivalent.                                                                                                       | Each   | 24     | R        | R        |
| 7  | Secondary 2-core 4mm2, including cable markers.                                                                                                                                                  | meters | 5000   | R        | R        |
| 8  | Primary Cable single core 6mm2 Cu-Wire including cable markers                                                                                                                                   | meters | 10 000 | R        | R        |
| 9  | All Earth fault warning and earth fault alarm calculations settings                                                                                                                              | Sum    | Sum    | R        | R        |
| 10 | All Insulation resistance design calculations                                                                                                                                                    | Sum    | Sum    | R        | R        |
| 11 | CCR Calibration and settings                                                                                                                                                                     | Sum    | Sum    | R        | R        |
| 12 | Spare PAPI light with LED Including Enclosures, LED Touch Pad display for Angle alignment (Complete unit)                                                                                        | Each   | 3      | R        | R        |
| 13 | STEP DOWN TRANSFORMER (VOLTAGE)                                                                                                                                                                  | Each   | 15     | R        | R        |
| 14 | CONTROL BOARD                                                                                                                                                                                    | Each   | 10     | R        | R        |
| 15 | TOUCH PAD DISPLAY                                                                                                                                                                                | Each   | 10     | R        | R        |
| 16 | INPUT POWER BOARD                                                                                                                                                                                | Each   | 10     | R        | R        |
|    | <b>Total Part B: Excluding VAT</b>                                                                                                                                                               |        |        | <b>R</b> | <b>R</b> |

**Part C: Runway Edge Lights for both runway 11-29 and 06-24**

| Item | Description                                                                     | UOM  | QTY | Price per Unit | Total Price Excl. VAT. |
|------|---------------------------------------------------------------------------------|------|-----|----------------|------------------------|
| 1    | Elevated Runway Edge LED Lights ICAO and FAA certified.<br>Input: 2.8-6.6A 50Hz | Each | 120 | R              | R                      |

|    |                                                                                                     |        |      |          |          |
|----|-----------------------------------------------------------------------------------------------------|--------|------|----------|----------|
| 2  | Isolating Transformers (60-200W)<br>50Hz                                                            | Each   | 120  | R        | R        |
| 3  | Secondary connector KD501-<br>KD502                                                                 | Each   | 150  | R        | R        |
| 4  | Primary Connectors KD500                                                                            | Each   | 250  | R        | R        |
| 5  | Sealing of BASE CAN or<br>Transformer pits including<br>numbering using aluminium or<br>equivalent. | Each   | 108  | R        | R        |
| 6  | Secondary cable 2-core 4mm2,<br>including cable markers.                                            | meters | 5000 | R        | R        |
| 7  | All Earth fault warning and earth<br>fault alarm calculations settings                              | Sum    | Sum  | R        | R        |
| 8  | All Insulation resistance design<br>calculations                                                    | Sum    | Sum  | R        | R        |
| 9  | CCR Calibration and settings to<br>align with new design and load.                                  | Sum    | Sum  | R        | R        |
| 10 | H.V. Vacuum Relays                                                                                  | Each   | 50   | R        | R        |
|    | <b>Total Part C: Excluding VAT</b>                                                                  |        |      | <b>R</b> | <b>R</b> |

**Part D: Runway End Lights for both runway 11-29 and 06-24**

| Item | Description                                                                                         | UOM    | QTY  | Price per Unit | Total Price Excl. VAT. |
|------|-----------------------------------------------------------------------------------------------------|--------|------|----------------|------------------------|
| 1    | Elevated Runway End LED Lights<br>ICAO and FAA certified.<br>Input: 2.8-6.6A 50Hz                   | Each   | 35   | R              | R                      |
| 2    | Isolating Transformers (60-200W)<br>50Hz                                                            | Each   | 35   | R              | R                      |
| 3    | Secondary connector KD501-<br>KD502                                                                 | Each   | 24   | R              | R                      |
| 4    | Primary Connectors KD500                                                                            | Each   | 48   | R              | R                      |
| 5    | Sealing of BASE CAN or<br>Transformer pits including<br>numbering using aluminium or<br>equivalent. | Each   | 24   | R              | R                      |
| 6    | Secondary cable 2-core 4mm2,<br>including cable markers.                                            | meters | 5000 | R              | R                      |
| 7    | All Earth fault warning and earth<br>fault alarm calculations settings                              | Sum    | Sum  | R              | R                      |
| 8    | All Insulation resistance design                                                                    | Sum    | Sum  | R              | R                      |

|   |                                                                 |     |     |          |          |
|---|-----------------------------------------------------------------|-----|-----|----------|----------|
|   | calculations.                                                   |     |     |          |          |
| 9 | CCR Calibration and settings to align with new design and load. | Sum | Sum | R        | R        |
|   | <b>Total Part D: Excluding VAT</b>                              |     |     | <b>R</b> | <b>R</b> |

**Part E: Threshold Lights for both runway 11-29 and 06-24**

| Item | Description                                                                                | UOM    | QTY  | Price per Unit | Total Price Excl. VAT. |
|------|--------------------------------------------------------------------------------------------|--------|------|----------------|------------------------|
| 1    | Elevated Runway Threshold LED Lights ICAO and FAA certified.<br>Input: 2.8-6.6A 50Hz       | Each   | 60   | R              | R                      |
| 2    | Isolating Transformers (60-200W) 50Hz                                                      | Each   | 46   | R              | R                      |
| 3    | Secondary connector KD501-KD502                                                            | Each   | 46   | R              | R                      |
| 4    | Primary Connectors KD500                                                                   | Each   | 96   | R              | R                      |
| 5    | Sealing of BASE CAN or Transformer pits including numbering using aluminium or equivalent. | Each   | 46   | R              | R                      |
| 6    | Secondary cable 2-core 4mm2, including cable markers.                                      | meters | 5000 | R              | R                      |
| 7    | All Earth fault warning and earth fault alarm calculations settings                        | Sum    | Sum  | R              | R                      |
| 8    | All Insulation resistance design calculations.                                             | Sum    | Sum  | R              | R                      |
| 9    | CCR Calibration and settings to align with new design and load.                            | Sum    | Sum  | R              | R                      |
|      | <b>Total Part E: Excluding VAT</b>                                                         |        |      | <b>R</b>       | <b>R</b>               |

**Part F: Airfield Illuminated mandatory and information signage**

| Item | Description                                                                                                                                                                                                                                                                                                | UOM  | QTY | Price per Unit | Total Price Excl. VAT. |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|----------------|------------------------|
| 1    | <b>LED Airfield Guidance Sign</b><br><ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 900 mm (800 mm panel)</li> <li>• Length: 2500 mm (2400 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame • 2.8-6.6 A, non-</li> </ul> | Each | 11  | R              | R                      |

|   |                                                                                                                                                                                                                                                                                                                           |      |    |   |   |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----|---|---|
|   | monitored.                                                                                                                                                                                                                                                                                                                |      |    |   |   |
| 2 | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 900 mm (800 mm panel)</li> <li>• Length: 3000 mm (2900 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame • 2.8-6.6 A, non-monitored</li> </ul>          | Each | 19 | R | R |
| 3 | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 700 mm (600 mm panel)</li> <li>• Length: 2100 mm (2000 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame • 2.8-6.6 A, non-monitored</li> </ul>          | Each | 5  | R | R |
| 4 | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 900 mm (800 mm panel)</li> <li>• Length: 1800 mm (1700 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame</li> <li>• 2.8-6.6 A, non-monitored</li> </ul> | Each | 6  | R | R |
| 5 | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 900 mm (800 mm panel)</li> <li>• Length: 2100 mm (2000 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame</li> <li>• 2.8-6.6 A, non-monitored</li> </ul> | Each | 11 | R | R |
| 6 | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 900 mm (800 mm panel)</li> </ul>                                                                                                                                                                | Each | 11 | R | R |

|    |                                                                                                                                                                                                                                                                                                                           |      |   |   |   |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---|---|---|
|    | <ul style="list-style-type: none"> <li>• Length: 1300 mm (1200 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame • 2.8-6.6 A, non-monitored</li> </ul>                                                                                                                            |      |   |   |   |
| 7  | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 700 mm (600 mm panel)</li> <li>• Length: 3000 mm (2900 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame</li> <li>• 2.8-6.6 A, non-monitored</li> </ul> | Each | 2 | R | R |
| 8  | SAFELED SIGN 1150X700                                                                                                                                                                                                                                                                                                     | Each | 9 | R | R |
| 9  | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 700 mm (600 mm panel)</li> <li>• Length: 2500 mm (2400 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame • 2.8-6.6 A, non-monitored</li> </ul>          | Each | 3 | R | R |
| 10 | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 700 mm (600 mm panel)</li> <li>• Length: 1800 mm (1700 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign • Gray frame • 2.8-6.6 A, non-monitored</li> </ul>                   | Each | 2 | R | R |
| 11 | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 700 mm (600 mm panel)</li> <li>• Length: 1600 mm (1500 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> </ul>                                                           | Each | 6 | R | R |

|    |                                                                                                                                                                                                                                                                                                                  |        |        |          |          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--------|----------|----------|
|    | <ul style="list-style-type: none"> <li>• Gray frame</li> <li>• 2.8-6.6 A, non-monitored</li> </ul>                                                                                                                                                                                                               |        |        |          |          |
| 12 | <b>LED Airfield Guidance Sign</b> <ul style="list-style-type: none"> <li>• 322 km/h wind load (mode 2)</li> <li>• Height: 700 mm (600 mm panel)</li> <li>• Length: 1300 mm (1200 mm panel)</li> <li>• Dimmable intensity</li> <li>• Single-side sign</li> <li>• Gray frame • 2.8-6.6 A, non-monitored</li> </ul> | Each   | 3      | R        | R        |
| 13 | Isolating Transformers 65W<br>W/EARTH 6.6/6.6A 50/60Hz                                                                                                                                                                                                                                                           | Each   | 32     | R        | R        |
| 14 | Isolating Transformers 100W<br>W/EARTH 6.6/6.6A 50/60Hz                                                                                                                                                                                                                                                          | Each   | 18     | R        | R        |
| 15 | Isolating Transformers 30/45W<br>W/EARTH 6.6/6.6A 50/60Hz                                                                                                                                                                                                                                                        | Each   | 26     | R        | R        |
| 16 | Secondary connector KD501-KD502                                                                                                                                                                                                                                                                                  | Each   | 76     | R        | R        |
| 17 | Primary Connectors KD500                                                                                                                                                                                                                                                                                         | Each   | 152    | R        | R        |
| 18 | Sealing of BASE CAN or Transformer pits including numbering using aluminium or equivalent.                                                                                                                                                                                                                       | Each   | 76     | R        | R        |
| 19 | Secondary cable 2-core 4mm <sup>2</sup> , including cable markers.                                                                                                                                                                                                                                               | meters | 5 000  | R        | R        |
| 20 | Primary Cable single core 6mm <sup>2</sup> Cu-Wire including cable markers                                                                                                                                                                                                                                       | meters | 10 000 | R        | R        |
| 21 | All Earth fault warning and earth fault alarm calculations settings                                                                                                                                                                                                                                              | Sum    | Sum    | R        | R        |
| 22 | All Insulation resistance design calculations.                                                                                                                                                                                                                                                                   | Sum    | Sum    | R        | R        |
| 23 | CCR Calibration and settings to align with new design and load.                                                                                                                                                                                                                                                  | Sum    | Sum    | R        | R        |
| 24 | Spare (LED strips)                                                                                                                                                                                                                                                                                               | Each   | 50     | R        | R        |
| 24 | Spare (Power Supply)                                                                                                                                                                                                                                                                                             | Each   | 50     | R        | R        |
|    | <b>Total Part F: Excluding VAT</b>                                                                                                                                                                                                                                                                               |        |        | <b>R</b> | <b>R</b> |

**Part G: Insert Lights**

| Item | Description | UOM | QTY | Price per Unit | Total Price Excl. VAT. |
|------|-------------|-----|-----|----------------|------------------------|
|------|-------------|-----|-----|----------------|------------------------|

|   |                                                                                            |        |      |          |          |
|---|--------------------------------------------------------------------------------------------|--------|------|----------|----------|
| 1 | Insert LED Lights ICAO and FAA certified.<br>Input: 2.8-6.6A 50/60Hz                       | Each   | 10   | R        | R        |
| 2 | Isolating Transformers (60-200W) 50Hz                                                      | Each   | 5    | R        | R        |
| 3 | Secondary connector KD501-KD502                                                            | Each   | 5    | R        | R        |
| 4 | Primary Connectors KD500                                                                   | Each   | 10   | R        | R        |
| 5 | Sealing of BASE CAN or Transformer pits including numbering using aluminium or equivalent. | Each   | 5    | R        | R        |
| 6 | Secondary cable 2-core 4mm <sup>2</sup> , including cable markers.                         | meters | 2500 | R        | R        |
| 7 | All Earth fault warning and earth fault alarm calculations settings                        | Sum    | Sum  | R        | R        |
| 8 | All Insulation resistance design calculations.                                             | Sum    | Sum  | R        | R        |
| 9 | CCR Calibration and settings to align with new design and load.                            | Sum    | Sum  | R        | R        |
|   | <b>Total Part G: Excluding VAT</b>                                                         |        |      | <b>R</b> | <b>R</b> |

| DESCRIPTION                                                                                                               | TOTAL EXCLUDING VAT |
|---------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>Part A: Preliminary and General</b>                                                                                    | R                   |
| <b>Part B: PAPI Lights for both runway 11-29 and 06-24</b>                                                                | R                   |
| <b>Part C: Runway Edge Lights for both runway 11-29 and 06-24</b>                                                         | R                   |
| <b>Part D: Runway End Lights for both runway 11-29 and 06-24</b>                                                          | R                   |
| <b>Part E: Threshold Lights for both runway 11-29 and 06-24</b>                                                           | R                   |
| <b>Part F: Airfield Illuminated mandatory and information signage</b>                                                     | R                   |
| <b>Part G: Insert Lights</b>                                                                                              | R                   |
| <b>SUB – TOTAL H = (Part A + Part B + Part C+ Part D + Part E + Part F + Part G)</b>                                      | R                   |
| <b>Contingency (10% of Sub Total H)</b>                                                                                   | R                   |
| <b>Sub Total I = (Sub-Total H + Contingency)</b>                                                                          | R                   |
| <b>Vat (15% of Sub-Total I)</b>                                                                                           | R                   |
| <b>Total Tendered Amount (Sub-Total (I + Vat))</b><br><b>Form of Offer to be carried over to page 2 of this contract.</b> | R                   |

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 – R10,000                  | %                                    |
| R50,000 – R100,000            | %                                    |
| R200,000 – R250,000           | %                                    |
| R300,000 - R500,000 and above | %                                    |

| Bill No. I: Forex items – Bidder to complete or attach quotation in foreign exchange |                           |
|--------------------------------------------------------------------------------------|---------------------------|
| Description                                                                          | Total in foreign exchange |
|                                                                                      |                           |
|                                                                                      |                           |
|                                                                                      |                           |
|                                                                                      |                           |
|                                                                                      |                           |

**N.B: The date to be used for the exchange rate will be on the 12 June 2024 at 14:00 SAST. This can be obtained on the SARB website.**

Bidders must only price in accordance with the pricing schedule above, this will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification. Disbursements will be reimbursed at actual cost. The successful bidder will be required to provide proof of expenses in order to be reimbursed. Other expenses, for example accommodation (specify, e.g. three-star hotel, bed and breakfast, telephone cost, reproduction cost, etcetera). On basis of these particulars, certified invoices will be checked for correctness.

## PART C3: SCOPE OF WORK

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

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### **C3.1: EMPLOYER'S WORKS INFORMATION**

#### **1. Description of the works**

The project comprises of the following:

The scope involves procurement of the services of a prospective bidder to supply, delivery, offload, installation, commissioning, and testing of aerodrome ground lighting (AGL) system at King Phalo Airport.

- Replace the existing 24 x PAPI Lights for both runway 11-29 and 06-24.
- Replace the existing 108 x Runway Edge Lights for both runway 11-29 and 06-24.
- Replace the existing 24 x Runway End Lights for both runway 11-29 and 06-24.
- Replace the existing 46 x LED Threshold Lights for both runway 11-29 and 06-24.
- Replace the existing 76 x Airfield Illuminated mandatory and information signage.
- Replace 5x Insert lights.
- Replacement of the existing cables.
- Replace and upgrade existing Halogen Lights and Light Fittings with LED Lights and Light Fittings.
- All works shall comply with ICAO Annexure 14, ICAO Design Manual Part 5 and FAA specifications and ICAO Design manual part 4.
- Make changes to existing PLC and SCADA program where needed.
- Insulation resistance tests to be done on primary cables and all tests shall be logged.
- All work to be done according to new Construction Regulations (Act 85 of 1993), setting out of the works is the sole responsibility of the Contractor. Setting out the works shall not be measured and paid for directly, and compensation for the work involved in setting out shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.
- Two sets of hard copies and two sets of soft copies. If any costs are encountered by the Contractor to do this, the price must be included in the price structure in the Bill of Quantities (BOQ) as no provision for this is made separately in BOQ.

#### **1.1 Product Specifications**

##### **1.1.1 Primary Cables**

- The cable should be single core cable, XLPE insulated, copper tape screened for airfield lighting series circuits. Rated voltage to grounded shield of 5kV RMS. 1 x 6mm<sup>2</sup>, 7 strand, tinned copper conductor in accordance with (or adapted to) FAA L-824, type C. Compliant with ICAO Doc 9157 Part 5.

##### **1.1.2 Primary connectors**

- Primary connector Kit KD500
- KD501.1 PLUG 2 x 4-6 mm<sup>2</sup> ST 4/11
- KD502.1 FEM 2 x 4-6 mm<sup>2</sup> ST 4/11

##### **1.1.3 Secondary Cable**

- Secondary cable BCL2 / EPR / CPE-XL 4mm<sup>2</sup> 2-core

#### **1.1.4 Isolating Transformers**

- The isolating transformers range from 45W to 300W. They must come with earth and the ratio is 1:1 for 6.6A/6.6A and support the power frequency of 50Hz/60Hz. Transformers will be replaced where required.

#### **1.1.5 LED Guidance Illuminated Signs**

- The sign shall consist of a rigid, self-supporting aluminium housing of low mass. Its construction shall be modular with a commonality of mechanical and electrical components throughout the entire sign range. The signs shall be available in two legend heights: 300 mm and 400 mm, corresponding to face heights of minimum 600 mm and 800 mm respectively. All the above lighting should adhere to Aerodrome Design Manual, Document 9157 (AN/901), Parts 1 to 6 and ICAO Annex 14 Volume 1.
- Corrosion-resistant sign construction requires minimal maintenance. The sign uses aluminium housing, acrylic sign legend panels, stainless steel hardware, and translucent sheeting.
- Signs are internally lighted. The signs are connected to a series circuit using the appropriately sized 50Hz L-830/L-831 isolation transformer.

#### **1.1.6 LED Precision Approach Path Indicator (PAPIs)**

- The optical chamber shall be protected from sandblasting by a separate, hardened front glass which is digitally controlled and is designed to ensure that the outer glass is clear of frost/dew within 3 minutes over a temperature range of -1 °C to +55 °C at most.
- The Light Unit shall be made from folded aluminium sheet fully protected against corrosion. It shall be fully weatherproof.

#### **1.1.7 Elevated LED Runway Edge Lights, Elevated LED Runway End Lights, LED Threshold Lights.**

- Thermostatically controlled heater cycles on and off when temperature drops below freezing, reducing overall energy consumption.
- Outer colored glass option ensures high daytime visibility.
- Can be installed on existing 6.6 A or 20 A series circuits with no modifications to existing CCR or isolation transformer.
- Operates on either 3- or 5-step ferro-resonant or thyristor CCRs that are designed in compliance with IEC or FAA requirements.
- Robust, solid-state device withstands damage if fixture is knocked over. Internal electronics ruggedly mounted inside fixture housing.
- LED module is an integral component of above-ground fixture, so electronics are not subject to water or de-icing agents and abuse present in L-867 base cans.
- LED photometric performance will be maintained longer due to a cleaner lens. The lower temperature of the lens prevents the “baking effect” that causes contaminants to stick to the surface of the lens.
- Very low power rating for LED lights contributes to a lower life cycle cost. Limits cost for supporting equipment such as isolation transformers and CCRs to strict minimum.
- Direct replacement for existing fixture using existing frangible coupling and base plate, reducing installation time.

#### **1.1.8 LED Insert Lights**

- Fully encapsulated all-in-one electronics
- IP68 protected, aluminium housing designed for harsh weather environments, all fastenings in stainless steel.
- Reinforced prism available as an option. Operates on 3- or 5-step ferro-resonant or thyristor CCRs designed in compliance with IEC or FAA requirements.
- Easy handling and maintenance by modular design with few mechanical parts.
- Compatible with existing infrastructure.

### **1.2 Scope of Supply/Works/Services**

- 1.2.5 *The Contractor* will be appointed directly by *The Employer*, for the duration of this contract *The Employer* is Airports Company South Africa.
- 1.2.6 *The Works Information* covers supply, delivery at site, offloading, installation, commissioning, and testing of Aeronautical Ground Lighting (AGL) with all accessories including primary and secondary cables.
- 1.2.7 *The Contractor* is to develop a project schedule for work execution, equipment list, cost projections, schematic drawings and produce factory acceptance test certifications (FAT).
- 1.2.8 The operating service manual handbook must be submitted by *The Contractor* after commissioning in softcopy and hardcopy.
- 1.2.9 The operating manual is to include data sheets for all installed equipment or instruments, drawings package, equipment list, bill of quantities, quality assurance checklist from factory, test certifications, OEM documentation for maintenance, detailed installation report and personal details of personnel involved in installation.
- 1.2.10 *The Project Manager* must sign a delivery note accepting as-built drawings package and operating manual on-behalf of *The Employer*.
- 1.2.11 All lights and light masts shall be upgraded with equipment which comply with ICAO, SACAA and FAA standards.
- 1.2.12 Survey existing infrastructure to establish height of existing infrastructure.
- 1.2.13 All work shall be done according to new Construction Regulations (Act 85 of 1993).
- 1.2.14 The tidy-up and making good of the area after each shift. All FOD to be removed from the site before vacating.
- 1.2.15 It is the responsibility of the Contractor to provide the Engineer with a correctly as-built marked up set of "as Built" drawings on completion of the project. Two sets of hard copies and two sets of soft copies. If any costs are encountered by the Contractor to do this, the price must be included in the price structure in the BOQ as no provision for this is made separately in BOQ.
- 1.2.16 Working tools, cleaning consumables and testing equipment is to be supplied by *The Contractor*.

### **1.3 Equipment delivery/Supply**

- 1.3.5 The Contractor shall supply Elevated High Intensity LED lights with a minimum specification as per table below in accordance with *The Works Information*.
- 1.3.6 It is not the intent to specify completely herein, all details of design and construction of the equipment. However, the equipment shall conform in all respects to high standard of engineering, design and workmanship and be capable of performing in continuous industrial operation up to the Original Equipment Manufacturer's (OEM's) guarantees in a manner acceptable to *The Employer*, who will interpret the meaning of the drawings and specifications and shall be entitled to reject any work or material which is not in full accordance therewith.

### **1.4 COMPLIANCE WITH REGULATIONS AND STANDARDS**

The works will comply in all respects with the latest revisions and amendments of the following:

- 1.4.5 The international standards and recommended practices for aerodromes, Annex 14 as issued by the International Civil Aviation Organisation (ICAO).
- 1.4.6 Annexure 14 — Aerodromes, Volume I — Aerodrome Design and Operations.
- 1.4.7 Doc 9157: Aerodrome Design Manual, Part 4 — Visual Aids
- 1.4.8 Doc 9157: Aerodrome Design Manual, Part 5 — Electrical Systems
- 1.4.9 The contractor and his shall comply with all the technical, safety and security requirements of ACSA.
- 1.4.10 Doc 9157: Aerodrome Design Manual, Part 6 — Frangibility
- 1.4.11 SANS Regulations
- 1.4.12 SACATS 139.01.32: SURFACE MOVEMENT GUIDANCE AND CONTROL SYSTEM
- 1.4.13 Federal Aviation Administration (FAA) Advisory Circulars

## **1.5 SERIES TRANSFORMERS**

- 1.5.5 The contractor shall install new series transformers for the new and replacement lanterns, these transformers will be installed in the concrete manholes.
- 1.5.6 The contractor will also provide and connect suitable wiring from the transformers to the lights. The transformers will be 6,6 A/6,6 A; Neoprene rubber insulated or encapsulated with thermoplastic elastomer to render the unit's waterproof. The units will also be able to resist acids, alkali, and oils as well as ultraviolet radiation. The series transformer will be fitted with a centre earth stud, which will be connected to the earthing bar in the manhole.
- 1.5.7 The transformers and the wiring will be suitably and neatly strapped to the mounting trays with cable ties.

## **1.6 UPGRADING AND INSTALLATION**

- The Survey of existing AGL.
- Installation of LED lights.
- Setting up of LED lights to the correct angle settings.
- All cables shall be properly marked as per SANS standards.
- All lights shall be numbered.
- All cable shall be identified by means of PVC strips or lead strips to identify all cable circuits with numbers at least 6mm high.
- Cable tags shall be installed at all cable ends, where cables are open for longer than 10-meter, cable tags shall be installed at least every 10m apart from each other to identify cables.
- No in-line spliced joints shall be allowed, and all joints shall be made inside the manholes.

## **1.7 REMOTE AND LOCAL CONTROL OF BRIGHTNESS LEVEL**

- 1.7.5 The remote control will be realised through an Ethernet connection to the existing network infrastructure. The remote-control console installed in the control tower will be provided with a connection between tower and main substation.

## **1.8 EARTHING**

- 1.8.5 All electrical equipment in control and distribution centres must be bonded to earth mass in accordance with IEC Standards.
- 1.8.6 Where provided, earth connections should be measured to no greater than 6 ohms to provide protection from electric shock.
- 1.8.7 Where shielded cable is used, the shield should be continuous throughout the loop and earthed at the ends of the primary series circuit within the CCR. Cable shields also provide some protection against insulation deterioration due to high voltage stress and it is recommended that the shield be earthed at every practicable point.

## **1.9 TESTING**

- Perform Insulation resistance test for all cables and provide results.
- Check the continuity of the transformer primary winding.
- Check the continuity of the transformer secondary winding.
- Check the continuity between the earth stud and one side of the secondary.
- Check the continuity between the earth stud and the other side of the secondary.
- An insulation value of 50 MΩ is ideal for an isolating transformer
- Full circuit insulation test shall be done, and all readings shall be included in the as build packs.
- Test the entire operation of the Approach system.

## **1.10 GUARANTEE**

- The Contractor will guarantee the proper performance of all system components for 2 years.
- The contractor shall guarantee his equipment for latent defects for a period of 10 years.
- The spare parts used during this period be replaced free of charge before final acceptance of the system.

## **1.11 DRAWINGS**

The contractor supply "contract drawings" before any work start for the approval of the project engineer or project manager or maintenance manager.

## **1.12 DESIGN SERVICES AND ACTIVITY MATRIX**

- ✓ Concept, feasibility, and overall process.
- ✓ Basic engineering and detail layout to tender stage.
- ✓ Final design to be approved for construction stage.
- ✓ Temporary works.
- ✓ Preparation of "as built" drawings.
- ✓ Plant/equipment design and manufacture.
- ✓ Final As Build drawings.

## **1.13 QUALITY CONTROL AND REPORTING**

- 1.13.5 The Contractor shall provide monthly reports and control documents in accordance with the contractors ISO 9001 certification, to manage the report process and action all aspects of the project programme.

1.13.6 The Contractor shall report to The Employer monthly with a monthly report. The updated documents and the issues raised from the reports will be fully discussed and raised to The Employer regarding the contract.

1.13.7 Compulsory project meeting is to take place every month until commissioning stage and at least three representatives from The Contractor must be present for both project progress meeting and risk meetings every month. QCP (Quality Control Plan) documentation must be submitted by The Contractor to The Employer before installation (i.e., from OEM) and after installation (i.e., by Contractor).

#### **1.14 TRAINING**

1.14.5 The Contractor shall provide necessary equipment training to The Employer's electrical maintenance personnel after commissioning.

#### **1.15 PLAN OF CONSTRUCTION OPERATIONS**

The Plan of Construction Operations (PCO) indicating the following:

- Description of Works.
- Construction Procedures
- Communication Plan
- Construction Safety Provisions
- Construction Plan

#### **Contract Management**

Management meetings

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

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

| Title and purpose                               | Approximate time & interval | Location           | Attendance by:                                                               |
|-------------------------------------------------|-----------------------------|--------------------|------------------------------------------------------------------------------|
| Project progress meeting and safety inspections | Weekly                      | King Phalo Airport | <i>Contractor, Supervisor and Employer's safety officers</i>                 |
| Overall contract progress and feedback          | Monthly                     | King Phalo Airport | <i>Project Manager Contractor, Supervisor and Employer's safety officers</i> |

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for 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.

#### Environmental constraints and management

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

#### 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.

#### Programming

The program is as per Tender submission. The first revised program shall be submitted within two weeks after the start date.

#### The *Contractor's* Personnel

As per Tender submission

Insurance provided by the *Employer*.

As per Part C1.5

Provision of bonds and guarantees.

Without limitation to the Employer's rights under the Contract, the *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor*. The records should be filed by the contractor as hard copies and share with Project Manager on soft copy (emailed) without limitation to the Employer's rights under the Contractor.

Training workshops and technology transfer

The contractor shall be responsible for conducting an on-site training (or off-site training should the Contractor be in position of a training facility) on the maintenance, inspection, and maintenance features of the newb AGL system to the ACSA maintenance team (ACSA maintenance staff and contractor employed by ACSA for the maintenance of AGL system. The training should aim at aiding the maintenance team to be able to independently conduct routine corrective and preventative maintenance on AGL system. The maintenance team will comprise of five (5) personnel.

## 2. Engineering and design of the *works*

*Employer's* design

The Employers' design is limited to the following:

Layout of the existing buildings and equipment

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

The Contractor is responsible for the detail design of the following:

- See C3.2 below.

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.

### **3. Procurement**

#### Personnel:

Minimum requirements of people employed on the Site.

No Minimum requirements of people employed on the Site.

#### Subcontracting

##### Preferred subcontractors

No preferred subcontractor or supplier by Employer.

##### Limitations on subcontracting

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

#### Plant and Materials

##### Plant & Materials provided "free issue" by the *Employer*

Plant & Material storage and safeguard is the responsibility of the contractor. The contractor to clearly state the lead times on Contractor's procurement of plant and materials.

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

Contractor to ensure that the material procured are compliant with the specification on the tender document, where possible the procurement preference should be given to Black owned suppliers.

#### Tests and inspections before delivery

Factory Assessment Testing (FAT) shall be done between the OEM and the Contractor representing the employer. The Project Manager shall form part of the tests and be provided with testing schedule. A proof of Factory testing will be required prior the delivery of material.

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

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

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

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

### **4. 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 Phalo Airport. All airside services are in restricted areas and access-controlled areas; accordingly it is crucial for the Contractor to note that King Phalo 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:

| <b>Permit</b>                                 | <b>Required by/for</b>                                           | <b>Department</b>                      |
|-----------------------------------------------|------------------------------------------------------------------|----------------------------------------|
| <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 &amp; 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 always displayed whilst on site.

Work will be conducted as a combination of day and night work 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

Not applicable

*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 be 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.

## **5. Plant and Materials standards and workmanship.**

Investigation, survey, and Site clearance

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

Building works

Product specification and installation standard to be compliant with the standard stated above in the Scope of Works

Civil engineering and structural works

As per Scope of Work

Electrical & mechanical engineering works

As per Scope of Work

## 6. List of drawings

1.1. Drawings issued by the *Employer*.

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

[illegible]

## PART C4: SITE INFORMATION

### C3.2 CONTRACTOR'S WORKS INFORMATION

### Description of works

| Document reference | Title                 | No of pages |
|--------------------|-----------------------|-------------|
|                    | This cover page       | 1           |
| C4                 | Site Information      | 1           |
| Annexure A         | Pricing for Permits   |             |
|                    | Total number of pages |             |

Core clause 11.2(16) states

“Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

## Description of the Site and its surroundings

### General description

The site is situated at King Phalo Airport in East London. Access to the site is via existing service roads and through the main security gate.

### Other reports and publicly available information

KPA is a national key point, and the contractor must read the national key point ACT to familiarise themselves with the regulations.



Figure 1: Runway Overview

### Annexure A: Pricing for Permits

| Number | Type of Permit                     | Charge     | Vat 14%  | Total Amount |
|--------|------------------------------------|------------|----------|--------------|
| 1.     | Personal permit                    | R 225.71   | R 33.86  | R 259.56     |
| 2.     | Temporary permit (1 day)           | R 31.45    | R 4.72   | R 36.17      |
| 3.     | Temporary permit (2 - 5 days)      | R 43.80    | R 6.57   | R 50.37      |
| 4.     | Temporary permit (6 days)          | R 210.90   | R 31.64  | R 242.54     |
| 5.     | Cell permit                        | R 53.19    | R 7.98   | R 61.17      |
| 6.     | Temporary Vehicle (1 – day)        | R 37.92    | R 5.69   | R 43.61      |
| 7.     | Temporary Vehicle (2 – days)       | R 71.22    | R 10.68  | R 81.90      |
| 8.     | Temporary Vehicle (3 – days)       | R 104.53   | R 15.68  | R 120.21     |
| 9.     | Temporary Vehicle (1 – 3 - months) | R 303.17   | R 42.44  | R 345.61     |
| 10.    | Vehicle (One Year)                 | R 1 055.44 | R 147.77 | R 1 203.21   |
| 11.    | Vehicle (Add on charges)           | R 3 581.04 | R 501.34 | R 4 082.38   |

**Annexure B: Safety File Requirements**

| No. | Document requested                                                                                                    | Status received<br>(Yes/ No/N/A) | Compliance Status/<br>Comments |
|-----|-----------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------|
| 1.  | Mandatory OHS appointments                                                                                            | Yes                              |                                |
|     | Section 16(1), 16(2) & 8(2)                                                                                           | Yes                              |                                |
|     | SHE Representative                                                                                                    | Yes                              |                                |
|     | First Aider(s) (Must have formal competency)                                                                          | Yes                              |                                |
|     | Fire Marshall                                                                                                         | Yes                              |                                |
|     | Supervisors                                                                                                           | Yes                              |                                |
|     | Risk Assessor (Must have formal competency)                                                                           | Yes                              |                                |
|     | Incident Investigator                                                                                                 | Yes                              |                                |
|     | CR 24 & EMR 9 Electrical Tool Inspector                                                                               | Yes                              |                                |
|     | Portable (Hand) Tool inspector                                                                                        | Ye                               |                                |
| 2.  | Scope of work                                                                                                         | Yes                              |                                |
| 3.  | Equipment and tools list                                                                                              | Yes                              |                                |
| 4.  | Toolbox talks                                                                                                         | Yes                              |                                |
| 5.  | PPE issue records for employees (inclusive of cloth masks)                                                            | N/A                              |                                |
| 6.  | ACSA Safety, Health, and Environmental Induction                                                                      | Yes                              |                                |
| 7.  | Signed Section 37(2) Agreement (ACSA & Principal Contractor/Principal contractor & Sub contractor is sub-contracting) | Yes                              |                                |
| 8.  | Valid Letter of Good Standing                                                                                         | Yes                              |                                |
| 9.  | Method Statement                                                                                                      | Yes                              |                                |
| 10. | Project Specific SHE Plan                                                                                             | Yes                              |                                |
| 11. | Valid <a href="#">Medicals</a> fitness certificates as per Annexure 3 of the CR 2014 regulations                      | Yes                              |                                |
| 12. | ID copies of the employees on-site                                                                                    | Yes                              |                                |
| 13. | Pre-populated WCL2 form (ACSA to provide at Award stage)                                                              | Yes                              |                                |
| 14. | Emergency Plan and Contact details for emergencies                                                                    | Yes                              |                                |
| 15. | Proof of competencies                                                                                                 | Yes                              |                                |

|     |                                                                                                                                                                                                                  |     |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|
| 16. | Signed Environmental Terms and Conditions to Commence Work – <a href="#">EMS 048</a> attached                                                                                                                    | Yes |  |
| 17. | <p>Select relevant high-risk activity to be performed.</p> <ul style="list-style-type: none"> <li>• Work on Electricity</li> <li>• Work in Confined Space</li> <li>• Work on Airside</li> <li>• Other</li> </ul> |     |  |