



# NEC3 Engineering and Construction

## Short Contract (ECSC3)

A contract between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at CAPE TOWN INTERNATIONAL  
AIRPORT**

(Registration Number: 1993/004149/30)

and .....

(Registration Number.....)

**for Supply and Installation of Air Condition VRV and  
Split Units for Passenger Loading Bridges for Period  
of Eight (8)months**

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Documentation prepared by:

# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

### Supply and Installation of Air Condition VRV and Split Units for Passenger Loading Bridges for Period of Eight (8)months

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number (if applicable)

## 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 Tender 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, which must be signed by the duly authorised representative(s) for both parties.

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

**Airports Company South Africa SOC Limited**  
Cape Town International Airport  
Administration Office ,Southern Office Block  
Western Cape  
South Africa  
7525

Name &  
signature of  
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. \_\_\_\_\_'.

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

**Airports Company South Africa SOC Limited**  
Cape Town International Airport  
Administration Office  
Southern Office Block  
Western Cape  
South Africa  
7525

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Data provided by the *Employer*

[Instructions to the contract compiler: (delete these two notes in the final draft of a contract)]

1. Please read the relevant clauses in the NEC3 Engineering and Construction Short Contract ( April 2013) (ECSC3) before you enter data. The number of the principal clause is shown for most statements however other clauses may also use the same data.
2. Where the following symbol is used “[●]” - data is required to be inserted.]

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED (reg no: 1993/004149/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at Cape Town International Airport Administration Office Southern Office Block Western Cape South Africa 7525</b>
	Tel No.	<b>021 935 1200</b>
	Fax No.	<b>086 607 4135</b>
	E-mail address	<b>TBC</b>
11.2(11)	The <i>works</i> are	<b>Supply and Installation of Air Condition VRV and Split Units for Passenger Loading Bridges for Period of Eight (8)months</b>
11.2(13)	The Works Information is in	<b>the document called ‘Works Information’ in Part C3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called ‘Site Information’ in Part C4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>Cape Town International Airport</b>
30.1	The <i>starting date</i> is.	<b>Upon signing of Contract by ACSA</b>
11.2(2)	The <i>completion date</i> is.	<b>Eight (8) Months after the start date</b>
13.2	The <i>period for reply</i> is	<b>Two (2) weeks</b>
40	The <i>defects date</i> is	<b>Twelve (12) months after Completion</b>
41.3	The <i>defect correction period</i> is	<b>Two (2) weeks</b>
50.1	The <i>assessment day</i> is the	<b>5<sup>th</sup> (fifth) of each month.</b>

50.5	The <i>delay damages</i> are	<b>Amount per day is 0.05%, to the maximum of 10% of the Contract value</b>
50.6	The retention is	<b>5% of the Contract value</b>
51.2	The interest rate on late payment is	<b>The prime lending rate of the Nedbank Bank. as determined from time to time.</b>
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>Refer to Part C1.3</b>
82.1	The <i>Employer</i> provides this insurance	<b>Refer to Part C1.3</b>
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	<b>Refer to Part C1.3</b>
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	<b>Refer to Part C1.3</b>
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>
93.1	The <i>Adjudicator</i> is (Name)	<b>The person appointed jointly by the parties from the list of adjudicators contained in the Z clauses below.</b>
93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>The current Chairman of Johannesburg Advocate's Bar Council.</b>
93.4	The <i>tribunal</i> is:	<b>Arbitration.</b>
	The <i>arbitration procedure</i> is	<b>the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (South Africa) or its successor body.</b>
	The place where arbitration is to be held is	<b>South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>the Chairman for the time being or his nominee</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	<b>of the Association of Arbitrators (South Africa) or its successor body.</b>
<b>The conditions of contract are the NEC3 Engineering and Construction Short Contract (April 2013) and the following additional conditions:</b>		
<b>Z</b>	<b>The Additional conditions of contract are Z1 – Z17</b>	
	<b>Amendments to the Core Clauses</b>	
<b>Z1</b>	<b>Interpretation of the law</b>	

<b>Z1.1</b>	<b>Add to core clause 12.3:</b> 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.
<b>Z3</b>	<b>Other responsibilities:</b>
<b>Z4</b>	<b>Extending the defects date:</b>
<b>Z4.1</b>	<b>Add the following as a new clause 42.5:</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 90.2, after the words “or its equivalent”:</b> “or business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
	<b>Additional Z Clauses</b>
<b>Z6</b>	<b>Cession, delegation and assignment</b>
<b>Z6.1</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>Z6.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity.
<b>Z7</b>	<b>Joint and several liability</b>
<b>Z7.1</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>Z7.2</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>Z7.3</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>Z8</b>	<b>Ethics</b>
<b>Z8.1</b>	The <i>Contractor</i> undertakes:

<b>Z8.1.1</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>Z8.1.2</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.
<b>Z8.2</b>	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
<b>Z8.3</b>	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
<b>Z9</b>	<b>Confidentiality</b>
<b>Z9.1</b>	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z9.2</b>	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
<b>Z9.3</b>	This undertaking shall not apply to –
<b>Z9.3.1</b>	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
<b>Z9.3.2</b>	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
<b>Z9.3.3</b>	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
<b>Z9.4</b>	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
<b>Z9.5</b>	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
<b>Z10</b>	<b><i>Employer's Step-in rights</i></b>

<b>Z10.1</b>	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Project Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
<b>Z10.2</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>Z11</b>	<b>Liens and Encumbrances</b>
<b>Z11.1</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>Z12</b>	<b>Intellectual Property</b>
<b>Z12.1</b>	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trademark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
<b>Z12.2</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>Z12.3</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>Z12.4</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>Z12.5</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>Z12.5.1</b>	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
<b>Z12.5.2</b>	the use of the <i>Contractor's</i> Equipment, or
<b>Z12.5.3</b>	the proper use of the Works.
<b>Z12.6</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>Z13</b>	<b>Dispute resolution:</b>

### Z13.1 Appointment of the Adjudicator

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

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

#### Panel of Adjudicators

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

### Z13.2 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 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <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 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>

### Z14 Notification of a compensation event

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**Z14.1** 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.”

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**Z15**      **BBBEE and Tax Clearance  
Certificates**

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**Z15.1**      The *Contractor* shall be expected to annually present a compliant BEE and Tax Clearance 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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**Z16**      **Communication**

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**Z16.1**      **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

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**Z16.2**      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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**Z17**      **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:

**Z17.1**      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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## Data provided by the *Contractor* (the *Contractor's Offer*)

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (April 2013) and the relevant parts of its Guidance Notes (ECSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 **Guidance** Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	:
	Address	:
	Tel No.	:
	Fax No.	:
	E-mail address	:
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(9)	The Price List is in	<b>the document called 'Price List' in Part C2 of this contract.</b>
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	<b>R excluding VAT [in words]</b>
		<b>excluding VAT</b>

### Part C1.3: Insurance Schedule

#### **Summary of Terms and other Matters Applicable to Employer Provided Insurance Part 1:**

Notes to Schedule:

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

For OPEX projects and non-construction CAPEX projects on the **landside**:

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

For OPEX projects and non-construction CAPEX projects on the **airside**:

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

Please note that where the project covers **both landside and airside**, only the airside clause will apply.

**C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****OCCUPATIONAL HEALTH AND SAFETY MANDATARY AGREEMENT**

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & 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), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

**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>  <b>AIRPORTS COMPANY SOUTH AFRICA" ACSA"</b>
<b>Physical Address: Airport Company South Africa</b>  <b>The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008</b> <b>P O Box 75480, Gardenvue, Gauteng, South Africa, 2047</b>

**Hereinafter referred to as "Client"**

<b>Name of Organisation:</b>
<b>Physical Address</b>

**Hereinafter referred to as "the Mandatary/ Principal Contractor"**

## MANDATARY'S MAIN SCOPE OF WORK

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### 1. Definitions

- 1.1 "Mandatar" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA.
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates.
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA.
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations.
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended.

"The COIDA Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

- 1.7 "SHE" means Safety, Health, and Environment.
- 1.8

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

- a) 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.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) 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.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) 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.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

**THE UNDERTAKING**

The Mandatory undertakes to comply with:

## **2. REPORTING**

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

## **3. WARRANTY OF COMPLIANCE**

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

## **4. SHE Risk Management**

- 4.1 The Mandatory 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.

- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

## **5. MEDICAL EMERGENCY RESPONSE**

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

## **6. APPOINTMENTS AND TRAINING**

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

## **7. SUPERVISION, DISCIPLINE AND REPORTING**

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non- compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

## **8. COOPERATION**

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer, or any statute is not performed by his / her employees prior to the obtaining of such a permit.

## **10. HEALTH AND SAFETY MEETINGS**

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

## **11. COMPENSATION REGISTRATION/INSURANCE**

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4 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.

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## **12. MEDICAL EXAMINATIONS**

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height, and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

## **13. INCIDENT REPORTING AND INVESTIGATION**

13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be providing with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

## **14. SUBCONTRACTORS**

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file; SHE Plans associated with the work.

## **15. SECURITY AND ACCESS**

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

## **16. FIRE PRECAUTIONS AND FACILITIES**

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

## **17. FACILITIES**

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

## **18. HYGIENE AND CLEANLINESS**

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **19. INTOXICATION AND SUBSTANCE ABUSE**

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

## **20. PERSONAL PROTECTIVE EQUIPMENT**

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall be monitoring compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client nonconformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

## **21. PLANT, MACHINERY AND EQUIPMENT**

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

## **22. USAGE OF THE CLIENT'S EQUIPMENT**

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

## **23. PERMIT MANAGEMENT**

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

## **24. TRANSPORTATION**

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

## 25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

## 26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

## 27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such noncompliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

## 28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immovable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

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

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

- a) 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.
- b) The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- c) The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

## 29. FURTHER UNDERTAKING

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. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.



**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 OHS Act 85 of 1993 and its regulations are complied with.

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATARY      DATE**

(Warrant his authority to sign) Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

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

Witnesses:

3. \_\_\_\_\_

4. \_\_\_\_\_

## C2 Pricing Data

### C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

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.

## C2.2 Price List

The Price List is as follows and reference to scope of work section for more detailed information.

ITEMS	QUANTITY	UOM	RATE	AMOUNT
<b>Administrative Cost</b>				
ACSA Permits	6	Each	R410,00	R 2050
General Awareness Security Training	6	Each	R960,00	R 4800
Airside Induction	6	Each	R2 100,30	R10 501,50
Airside driving permit (AVOP)	2	Each	R2 100,30	R 10 501,50
Parking Permits	2	Sum	R 500	R 500
Safety Compliance Documents	1	Sum	R	R
<i>Provisional Lifting or Sky-Jack or Ringing of the unit to position</i>	1	Sum	R 65 000	R 65 000
<b>Mechanical and Electrical Works</b>				
<b>Moving and Connecting Tunnel -60000 BTU Size</b>				
Supply and install Inverter Cassette Units – 60000 BTU	8	Each	R	R
Supply 100-meter roll length of Cabtyre 1.5 mm to 2.50mm ,3 core cabtyre suitable for the rated for the unit -communication cable	1500	meters	R	R
Supply 100-meter length of Black Surfex 4 mm ,4 core -Power Supply Cable	600	meters	R	R
Supply 3 PH Circuit Breaker suitable rated for the nameplate FLA Unit i.e. 32 Amps	8	each	R	R
Supply IP65 suitable 3PH rated rotary Isolator switch suitable for maximum rated current capacity of the Unit i.e. 63 amps	8	each	R	R
Supply condensate PVC pipes including elbows and consumables to cover an estimate of 50 m for each unit ( 8 Units)	1	Sum	R	R
Supply Hard -Drawn copper pipes including insulation for the units to cover an estimate of 50 light m for each unit	1	Sum	R	R
<b>Moving and Connecting Tunnel - 48000 BTU Size</b>				
Supply and install Inverter Cassette Units – 48000 BTU	13	Each	R	R
Supply 100-meter roll length of Cabtyre 1.5 mm to 2.50mm ,3 core cabtyre suitable for the rated for the unit - communication cable	1600	meters	R	R
Supply 100-meter length of Black Surfex 4 mm ,4 core - Power Supply Cable	500	meters	R	R
Supply 3 PH Circuit Breaker suitable rated for the nameplate FLA Unit i.e. 32 Amps	13	each	R	R
Supply IP65 suitable 3PH rated rotary Isolator switch suitable for maximum rated current capacity of the Unit i.e. 63 amps	13	each	R	R
Supply condensate PVC pipes including elbows and consumables to cover an estimate of 50 m for each unit ( 13 Units)	1	Sum	R	R
Supply Hard -Drawn copper pipes including insulation for the units to cover an estimate of 50 light m for each unit	1	Sum	R	R
<b>Fixed Tunnels – Inveter Cassettes</b>				

Supply and install Inverter Cassette Units – 60000 BTU	6	Each	R	R
Supply 100-meter roll length of Cabtyre 1.5 mm to 2.50mm ,3 core cabtyre suitable for the rated for the unit - communication cable	1000	meters	R	R
Supply 100-meter length of Black Surfix 4 mm ,4 core - Power Supply Cable	500	meters	R	R
Supply 3 PH Circuit Breaker suitable rated for the nameplate FLA Unit i.e. 32 Amps	6	each	R	R
Supply IP65 suitable 3PH rated rotary Isolator switch suitable for maximum rated current capacity of the Unit i.e. 63 amps	6	each	R	R
Supply condensate PVC pipes including elbows and consumables to cover an estimate of 50 m for each unit ( 8 Units)	1	Sum	R	R
Supply Hard -Drawn copper pipes including insulation for the units to cover an estimate of 50 light m for each unit	1	Sum	R	R
<b>Fixed Tunnels – VRV with Four Way Cassette System</b>				
VRV Condenser Module 28 KW	15	Each	R	R
Four-way Cassette system 16 KW	34	Each	R	R
Ref Branch Joint- HP- Indoor	34	Each	R	R
2nd Generation Wired Controller	34	Each	R	R
Supply 100-meter roll length of Cabtyre 1.5 mm to 2.50mm ,3 core cabtyre suitable for the rated for the unit - communication cable	1000	meters	R	R
Supply 100-meter length of Black Surfix 4 mm ,4 core - Power Supply Cable	500	meters	R	R
Supply 3 PH Circuit Breaker suitable rated for the nameplate FLA Unit	15	each	R	R
Supply IP65 suitable 3PH rated rotary Isolator switch suitable for maximum rated current capacity of the Unit i.e. 63 amps	15	each	R	R
Supply condensate PVC pipes including elbows and consumables to cover an estimate of 50 m for each unit ( 34 Units)	1	Sum	R	R
Supply Hard -Drawn copper pipes including insulation for the units to cover an estimate of 50 light m for each unit	1	Sum	R	R
<b>Supporting Steel and Consumables</b>				
Supply 4m Length Galvanised supporting bracket for all outdoor units excluding the VRV	27	Each	R	R
Supply 4m Length Galvanised supporting bracket for all VRV units	15	Each	R	R
Supply hot Dip Galvanised light duty Enclosed Channel Cable Trays (3 m x 100mm x 60mm)	100	Meters	R	R
Supply Stainless Steel Wire Mesh Cable Trays (3 m x 100mm x 60mm)	600	Meters	R	R
Supply consumable threaded rods, hold down saddles and wire mesh splice clamps	1	Sum	R	R
<b>Ventilation Fans</b>				
Consider installation of Low-pressure axial fans suitable for the area on each fixed Tunnel of the airbridges with minimum airflow of 1500 m3/hr or above	15	Each	R	R

<b>Supply I- Beam and Construct them to Barricades and must be Galvanised.</b>				
- Size to Cover Front Section –2 m width x 1 m height. Size to Cover the sides- 1 m width x 1 m height				
I Beam Size 160 mm x 82 mm , 13-meter length	130	meters	R	R
Base plate 5 x 200 x 200 mm	60	Each	R	R
Anchor bolts for the base plates	1	Sum	R	R
<b>Dismantling and Installation Labour Cost – After working Hours (Estimated installation period is 3 Months</b>				
Project Manager /Site Supervisor	522	H/r	R	R
2 x Refrigerant Tech	522	H/r	R	R
1 x Electrician	522	H/r	R	R
3 x Assistants	522	H/r	R	R
<b>Provisional Cost</b>				
Provision for Transportation	1	Sum	R 15 000	R 15 000
Provision cost for Building Alteration	1	Sum	R 300,000	R 300,000
Contingency Cost	1	Sum	R 959 497	R 959 497
<b>SUB-TOTAL (Admin + Mech &amp; Elec Works + Labour Cost+ Provisional)</b>				R
<b>VAT</b>		15%		R
<b>TOTAL PRICE</b>				R

**NB:** The provisional cost will be used at the discretion of the Service Manager and only upon submission of proof of work, subject to the Service Manager's approval. Tenderers are reminded that this amount is indicative only, and ACSA is under no obligation to spend the full amount or any portion thereof if no work is carried out . **Working hours is strictly after working hours.**

## C3: Scope of Work

### C3.1 Works Information

The goals and objectives of this initiative it to replace the obsolete DX splits units serving the Airbridges to ensure a minimum requirement of the cooling capacity for the area is achieved.

#### 1. Description of the works

The scope of work covered under this tender includes supply, installation, testing & commissioning of Dx split units at Airbridges tunnels.

##### Fixed Tunnels

- 6 x Inverter Cassette units 60 000 BTU
- 15 x VRV Condenser Module 28 KW
- 34 x Four-way Cassette system 16 KW
- 34 x Branch Joint- HP- Indoor
- 34 x 2nd Generation Wired Controller
- Supply Copper Pipes + Installation.
- Supply Extra Refrigerant All condenser units should be protected by Bluecheem for corrosion protection.
- Supply electrical consumable.
  - Circuit breaker- single or 3 pole size suitable for the unit nameplate FLA where required.
  - Supply IP65 rated single, or 3 phases rotary Isolator switch suitable for the maximum rated current capacity of the unit.
  - 1.5 mm to 2,5 mm 3 core cabtyre- length size to cover the outdoor to indoor connection.
- Minor building work such as ceiling drop and replacement of damaged ceilings during installation

##### Moving and Connecting Tunnel units.

- 8 x Inverter Cassette units 60 000 BTU
- 13 x Inverter Cassette units 48 000 BTU
- Supply Copper Pipes + Installation.
- Supply Extra Refrigerant
- All condenser units should be protected by Bluecheem for corrosion protection.
- Supply electrical consumable.
  - Circuit breaker- single or 3 pole size suitable for the unit nameplate FLA where required.
  - Supply IP65 rated single, or 3 phases rotary Isolator switch suitable for the maximum rated current capacity of the unit.
  - 1.5 mm to 2,5 mm 3 core cabtyre- length size to cover the outdoor to indoor connection.
- Supply Extra Refrigerant
- Minor building work such as ceiling drop and replacement of damaged ceilings during installation

## Ventilation Fans

- Installation of Low-pressure axial fans suitable for the area on each fixed Tunnel of the airbridges with minimum airflow of 1500 m<sup>3</sup>/hr or above

## Steel work and Consumables

- Supply Galvanised supporting brackets for all outdoor units excluding the VRV.
- Supply hot Dip Galvanised light duty Enclosed Channel Cable Trays
- Supply Stainless Steel Wire Mesh Cable Trays
- Supply consumable threaded rods, hold down saddles and wire mesh splice clamps.
- Supply I- Beam and Construct them to Barricades and must be Galvanised.
  - Size to Cover Front Section –2 m width x 1 m height.
  - Size to Cover the sides- 1 m width x 1 m height.

The liability of the contractor shall not be limited to the scope of work mentioned but shall also extend to achieve the cooling condition as per space design, as well as complete, safe, and satisfactory operation of the system.

The pipe diameter, especially for gas line, shall be suitably higher than normal to prevent excessive de-rating in capacity.

Drain piping is to be carried out if alteration is done and jointless copper pipes, preferably hard drawn, should be used for all piping encased/buried in walls and floor. Contractor will have to carry out thorough pressure testing on completion of piping work. The pipes shall then be sealed at both ends, retaining Nitrogen gas inside.

Responsibility for any leakages found in the piping at any time, even after the pressure test is approved by Project Manager, shall rest with the Contractor; and any expenses to be incurred due to damage/disturbance/breakage of the building or interior as a result of any rectification required in the A/C piping shall be borne by the Contractor.

Drain piping shall be tested for leakages by closing the outer end of the drainpipe and then filling water in the entire piping length; before the pipes are buried/encased/concealed. Water shall be retained in the piping till actual commissioning is to be done. On completion of leak test both ends of the pipes shall be capped to prevent dust, debris, etc. from entering and choking the pipes during construction.

Megger test shall be carried out by Contractor for checking resistance, insulation and continuity of wires after laying the electrical wires between the cooling & condensing units.

Any cabling/wiring which is concealed (e.g., in shafts or above false ceiling), or encased in wall chases, must be installed in conduits to facilitate replacement in case of any fault in future.

## 2. Drawings

Drawing number	Revision	Title
Non-Applicable		

### 3. Specifications

Title	Date or revision	Tick if publicly available
<b><u>General Specifications:</u></b>		
<b>Health and Safety requirements</b>		<b>Part C1.3</b>
<b>Environmental requirements</b>		
<b>Site regulations and access control</b>		
<b><u>Technical specifications:</u></b>		
<b>SANS 10142-1: The wiring of premises, low voltage installations</b>		
<b>SANS 10400 Part O Lighting and Ventilation</b>		

### 4. Constraints on how the *Contractor* Provides the Works

#### Execution of Work and Personnel Requirements

All work must be executed by qualified technicians or artisans. These individuals, including supervisory staff, shall possess specific training and substantial experience in refrigeration HVAC systems, as outlined in the scope of work.

#### Penalties or low service damages

ACSA shall notify the contractor in writing of its intention to claim a penalty during the project of an event or occurrence that will impact the system operation. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

The following penalties and not limited to these shall apply to this contract:

Where there is a delay on the project the contractor will be notified, and penalties will be applied be either related to material procurement , delivery and project timelines not adhered	5% of the contract value for each day the project is delayed.
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#### Health and Safety Compliance

Contractor personnel are required to strictly adhere to all legally mandated safety provisions and guidelines, including those covered during routine training. Compliance with the following regulations is mandatory:

- Occupational Health and Safety (OHS) Act Administration Regulations, 2003
- General Health and Safety Regulations, 2005
- Electrical Installation Regulations, 2009
- SANS 10400 Part O Lighting and Ventilation

#### Work Scheduling and Operational Coordination

Given that airport operations run from 04:00 to 00:20, seven days a week, all work must be scheduled in coordination with the Service Manager, and other relevant stakeholders to prevent any disruption. The contractor is expected to plan and provide for after-hours or scheduled work as needed to accommodate operational demands. Work during regular operating hours may only proceed if expressly approved by both and Service Manager.

#### Access to site

- Online Airside training, general security awareness training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

#### Site Restrictions

- The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirements as specified by law. Also, will be auditable from time to time.
- Personal Protective Equipment should be issued before the commencement of work.

#### Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in below: The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.

At no time shall the Contractor:

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

### 4.1 Meetings

Regular meetings of a general shall be convened and chaired by the designated person as shown in the table below.

Title and purpose	Approximate Time & Interval	Location	Chairperson	Required Attendance
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<u>Kick-off Meeting</u> - To discuss implementation strategy and agree timelines	90 minutes Once off	CTIA Offices (boardroom to be confirmed with the meeting request)	Project Manager or Company representative	- SCM - The Project Manager - The Contractor - The Engineer
<u>Construction Progress</u> - To track progress as per approved programme - To discuss claims related issues. - To discuss Health & Safety performance	60 minutes Biweekly	CTIA Offices (boardroom to be confirmed with the meeting request)	The Contractor representative	- The Project Manager - The Contractor - The Engineer
<u>Risk Reduction</u> - To discuss means to mitigate identified risks that can have an impact on project execution.	60 minutes Biweekly	CTIA Offices (boardroom to be confirmed with the meeting request)	Project Manager or Company representative	- The Project Manager - The Contractor - The Engineer
<u>Compensation Events</u> - To discuss compensation events that the Contractor has submitted	As and when required	CTIA Offices (boardroom to be confirmed with the meeting request)	Project Manager or Company representative	- The Project Manager - The Contractor - The Engineer

## 4.2 Use of standard forms

All NEC forms shall be used as stipulated in the NEC 3 contract data clauses.

## 4.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number **4930138393**
- The total Price for Work Done to Date which the *Contractor* has completed.
- Other amounts to be paid to the *Contractor*.
- Less amounts to be paid by or retained from the *Contractor*.
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT.
- (add other as required)

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

The invoice to be submitted electronically via an e-mail to [invoices.acsa@airports.co.za](mailto:invoices.acsa@airports.co.za).

#### **4.4 Records of Defined Cost**

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

The Contractor shall keep onsite the signed off certification record book detailing work done, asset register of parts replaced, inspection, commissioning test, and any root cause analysis for related incidents. These record sheets must be stored for the duration of the contract and should be available for inspection at any time

#### **4.5 BBBEE and preferencing scheme**

Not Applicable

#### **4.6 Facilities to be provided by the Contractor**

None

#### **4.7 Title to material from excavation and demolition**

The Contractor shall notify the Project Manager or Company representative in writing regarding all material and equipment that is to be removed from site as a result of this project and no equipment shall be removed offsite without prior approval.

#### **4.8 Design by the Contractor**

The Contractor shall ensure that the design is fit for the purpose intended. As far as applicable to replacement, the design will be in accordance with the mutually already designed specifications from the OEM.

The *Contractor* is still liable if, after having made the equipment to details have been accepted, it fails because it did not comply with the Service Information. Failure to comply gives the Service Manager the right, but not the obligation, to reject the design.

### **5. Requirements for the programme**

The Contractor is required to submit a program for approval within 2 (two) weeks of the award of this contract. This program shall be subject to discussion and review by the Project Manager or Company representative and the Engineer prior to acceptance.

The Contractor's proposed construction program shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Engineer. The program shall clearly show:

- (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (major plant and labour) for each element of the Works. Sufficient detail shall be provided to enable the Engineer to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the program.

- (ii) The sequence of activities and any dependencies (time or resource related) between them.
- (iii) The critical path activities.
- (iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.
- (v) The anticipated value of work to be done during each month.
- (vi) Other information specifically required by the Engineer.

When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

- (i) Expected weather conditions and its effects.
- (ii) Known physical conditions or artificial obstructions.
- (iii) Obtaining permits for all workers and staff, vehicle permits, vehicle operating permits for drivers and operators and radio operators, where applicable
- (iv) The accommodation and safeguarding of public.
- (v) Dealing with, altering and installing services.
- (vi) The reasonable requirements and programmes of the Employer.
- (vii) All other actions required in terms of this contract.

The following details shall be submitted together with the programme.

- (i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
- (ii) The overall labour and major plant resource levels on which the programme is based.
- (iii) The detailed traffic and construction plant accommodation proposals on which the programme is based.

The Contractor shall base its initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Engineer as a result of further examinations made by the Engineer.

Minor revisions to the approved program may be introduced from time to time by mutual agreement between the Employer representative, the Contractor representative, and the Engineer. Should the Engineer believe that a major revision of the program is required, the Contractor will be notified in writing and a revised program shall be submitted within two weeks of receipt of such notification.

It should be noted that it is in the Contractor's interest to provide a comprehensive program giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the program, since the approved program may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.

## **6. Services and other things provided by the *Employer***

The Employer will only be able to make a single phase, 220 volts, power supply available to the Contractor for domestic purposes. The contractor shall be liable for all costs associated with

transferring power to the required locations, the provision of a meter and the cost of power consumed.

The Contractor shall make his own arrangements for his construction power supply requirements as necessary and bear all costs in connection therewith.

## **7. Property affected by the service**

The are of work will be in airside Airbridges is always occupied by passengers and work is deemed will be taken after working hours and operation hours for airport have been provided, where work is undertaken during normal working hours that need to be agreed between parties.

## C4: Site Information

### **C4.1: Information about the *site* at time of tender which may affect the work in this contract**

#### **1. Access limitations**

Access into site will be restricted to permitted personnel through an ACSA permit system and as such all personnel who will be forming part of staff that will be executing the works shall attend online Airside Induction Training and general security awareness training to obtain permits.

#### **2. Ground conditions in areas affected by work in this contract**

Not applicable as works is within existing building structure no earthworks will take place on the grounds

#### **3. Hidden and other services within the *site***

The presence of concealed services such as Information Technology (IT) and electrical cables within walls or trunking may not be known to either the client or the service contractor. Therefore, the contractor shall exercise reasonable care during all works, as these hidden services may be encountered and may be required for continued use during or after service execution.

#### **4. Details of existing buildings / facilities which *Contractor* is required to work on**

Works shall be performed from the airside Airbridges which are located at the Cape Town International Airport.

# Task Order Form

Refer to clause X 19. This Option can be used when all the services to be provided under the contract are to be instructed by Task Order, or when other services are being provided under the contract, and Tasks are added as necessary. For example, Ad hoc works.

**Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task-by-Task basis**

Task Order No. [•] *service* [•]

To: [•].....  
..... (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

(For *Employer*)

Total of Prices for items of work on the Price List  
(details attached)

R. \_\_\_\_\_

Total of Prices for items of work not on the Price List  
(details attached).

R. \_\_\_\_\_

Total of the Prices for this Task Order R. \_\_\_\_\_

The programme for the Task is ..... [ref] (attached)

Signed: \_\_\_\_\_ Date \_\_\_\_\_

(For *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(For *Employer*)