

ADDENDUM 01: REQUEST FOR BIDS PROCUREMENT OF A CIDB GRADE 9 CE CONTRACTOR THE COMPLETION OF BRAVO TAXIWAY EXTENSION AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS

Tender reference number KISA7806/2025/RFP

Date: 18 June 2025

Dear Prospective Bidder,

The following serves as acknowledgment of receipt of Addendum 1

1. Change (a):

Health, Safety and Environmental Provisional Sum – Section C1.2 General Requirements and Payment of the Bill of Quantities

An allowance of **R2.5 million** will be included in the Bill of Quantities as a Provisional Sum and associated handling fees for Independent Occupational Health and Safety (OHS) and Environmental Management (ENV). This allowance is mandatory and intended to cover compliance audits with the Occupational Health and Safety Act, site-specific SHE files requirements, environmental protection measures, and all associated statutory obligations on behalf of the Client. Further documentation detailing this scope will be issued at appointment stage.

Add the following new pay item to Section C1.2 General Requirements And Provisions; Part C Measurement and Payment and Bill of Quantities

Item	Unit
PSC1.2.24 (a) Provision for Independent Health and Safety (OHS) and Environmental Management (ENV)	Prov Sum

PSC1.2.24 (b) Handling costs and profit in respect of sub-item PSC 1.2.24 (a) above (Capped at 7.5%).....	%
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Expenditure under this item shall be made in accordance with clause 6.6 of the General Conditions of Contract 2015.

The tendered percentage is a percentage of the amount of expenditure approved by the Employer's Agent under sub-item PSC 1.2.24 (a) and shall include full compensation for the handling costs of the Contractor and the profit in connection with the provision for Independent Health and Safety (OHS) and Environmental Management (ENV).

*Please note the change to the BoQ sheet is attached as Appendix A and the change has been effected on the electronic BoQ.as well as **Part C of Volume 3.***

2. **Change (b):**

Insurance Clauses – C1.2: Contract Data – Clause 8.6.1 and 8.6.2

Replace insurance clauses in Section C1.2: Contract Data, Clause 8.6.1 “Insurance Effected by the Employer and 8.6.2 Insurance Effected by the Contractor with Clauses attached in appendix B.

Please refer to Appendix B: ‘Insurance Clauses – Rehabilitation Bravo Taxiway’ for detailed insurance obligations. These clauses form part of the contract and must be read in conjunction with the tender documentation. Bidders must familiarise themselves with all deductibles, conditions, and coverage obligations as outlined.

*Please note the change is attached as Appendix B and the change has been effected in **Part C of Volume 3**.*

3. **Change (c):**

Add to Part 1: Contract Data Completed by the Employer – Clauses 1.1.1.14 Time for Achieving Practical Completion:

The time for achieving Practical Completion, from the Date of Access to the Site is 12 months. The special non-working days are included in the above time for achieving practical completion. This duration also includes the procurement of all contractors as part of the Enterprise Development Plan. It is anticipated that the contract will span over at least 1 builders break shut down period. This one builder’s break shall not fall within the 12 months for achieving completion. The Contractor, at his/her own discretion, is to make the appropriate time related and general provisions within the preliminary and general section of the BOQ (Section C1.3.1-page C2-9 (Civil Engineering), Preliminary and General page C2-71 (Electrical Engineering) and Preliminary and General page C2-96 (Mechanical Engineering)

*Please note the change is attached as Appendix C and the change has been effected in **Part C of Volume 3**.*

4. **Change D:**

Add to Part 1: Contract Data Completed by the Employer – Clauses 5.8.1 Working vs non-working vs Special Non-working days:

Working Days

Working Days are defined in the contract as any day of the week other than a Sunday, public holiday, or a special non-working day as declared in the contract data. This typically refers to Monday to Saturday, unless stated otherwise.

Non-Working Days

Non-Working Days include:

- Sundays
- Public Holidays as declared under South African law
- Any other day designated as a special non-working day within the contract

However, if the Contractor wishes to utilize Sunday’s or Public Holidays, a formal request must be sent to the Employer’s Agent. The Contractor must put in his/her request by no later than Wednesday of that same week which will require approval from the Employer’s Agent and Employer. No permanent works shall be undertaken on Sunday.

These are days on which no work is scheduled or expected unless otherwise agreed with the Employer or Engineer.

Special Non-Working Days

Special Non-Working Days are additional days that are not ordinarily recognised as non-working (e.g., not Sundays or public holidays) but are explicitly listed or declared as non-working in the Contract Data. These are typically site- or project-specific and could include:

- Airport shutdown days,
- Safety inspection blackout periods
- Days set aside for operational constraints

*Please note the change is attached as Appendix D and the change has been effected in **Part C of Volume 3***

5. Change (e):

Add (r) “Sectional Practical Completion and Handover” to section C3.5.1; “Management of the works”

In accordance with the scope of works under Tender No. KSIA7806/2025, the Employer reserves the right to accept sectional Practical Completion for discrete components of the Works. Accordingly, the Works are divided into the following four key sections:

1. Rehabilitation and Completion of Bravo Taxiway
2. New Construction of Quebec Taxiway
3. Completion of Foxtrot Apron
4. Construction of the Stormwater Channel and Associated Drainage Infrastructure

Each of the above sections may be considered independently for Practical Completion as per the original approved Construction Programme. The Practical completion will be subject to the Employer’s Representative being satisfied that:

The relevant section is fully complete, defect-free in so far as reasonably practical, and compliant with the Employer’s Requirements;

All testing, commissioning, and inspections for that section have been successfully concluded;

Access, safety, and operational integrity are restored to a condition that permits safe airside operations.

Upon such determination, a Practical Completion Certificate will be issued specific to that section. Once issued, the section shall be formally handed back to the Employer and shall be deemed complete for the purpose of use, maintenance responsibility, and commencement of the defect’s liability period for that section.

This clause enables progressive handover, supports operational continuity, and facilitates early Employer use of critical infrastructure components. The Contractor is required to programme and sequence the Works to support this sectional handover strategy.

*Please note the change is attached as Appendix E and the change has been effected in **Part C of Volume 3***

6. Change (f):

Correction of error noted in the Mechanical Engineering BoQ

In the sections PSS 2.10.2 and PSS 2.10.3 (refer below screenshot), the description refers to "insulation" of items. This should be "installation". The corrected sheet is located in Appendix C.

Please note the change to the BoQ sheet is attached as Appendix F and the change has been effected on the electronic BoQ.

PSS 2.10.2	Fabrication, Testing and Installation of Valve Assemblies (Night Works)
	All of the works covered in this section are to be carried out as night works (22:00 to 04:00)
	Rate to include lighting costs, power supply/generators etc.
	Provide labour, tools, and equipment for fabrication, testing, and insulation of the following items
	(i) Isolation Valve Assembly VC13 (Night Works)
	(ii) New Low Point 7 (Night Works)
	(iii) New High Point 6 (Night Works)
PSS 2.10.3	Fabrication, Testing and Installation of Valve Assemblies (Normal Hours)
	All of the works in this section are to be carried out during normal working hours.
	Provide labour, tools, and equipment for fabrication, testing, and insulation of the following items
	(i) New Low Point 11
	(ii) Hydrant Valve Assemblies

7. **Change (g):**

Add the following to A1.2.7.1 (e) under Section 1.2: “General Requirements and Provisions”

Construction methodology for Quebec Taxiway

All construction works around the Quebec Taxiway must be planned and executed in such a manner that the airport runway remains operational. No open excavations may be left exposed overnight within 50 metres of the operational runway. Failure to comply with this buffer will result in the aircraft unable to land. This is a critical operational safety constraint. Depending on the Contractor's chosen methodology, bidders must take this into account when pricing for Quebec night works, as this affects the rate build-up, programme planning, and resourcing. Compliance will be strictly monitored.

*Please note the change is attached as Appendix G and the change has been effected in **Part C of Volume 3***

8. **Points to note:**

8.1. Mobilization Period

The period between the Commencement Date and the Date of Access to the Site. The Mobilisation Period shall be a maximum of one month from the time of award. The cost of the Mobilisation shall be deemed to include Contractor's Site Establishment and General Obligation and must be priced accordingly. No additional payments will be made for the Mobilisation Period.

The Mobilisation Period will aid the Contractor to:

1. Become acquainted with the Stakeholders and Community Liaison requirements of the Contract.
2. Allow for the Contractor's planning to obtain the CPG requirements of the Contract.
3. Allow for the Contractor's planning to obtain the Contract Skill Development Goals (CSDG) as required in the Contract.
4. Allow for the Contractor to obtain the Construction Work Permit.
5. Allow for the Contractor to go for all training and obtain all permits prescribed in the Contract and Volume 5.
6. Allow for the Contractor to ensure all security requirements are met for working Airside as per the Contract and Volume 5.

The 12-month construction period will commence from the Date of Access to the Site, post the 1-month Mobilisation period. The mobilisation period is inclusive of the time taken to attain the construction works permit.

8.2. Site Access Clarity:

The contractor will be granted access to the site 24 hours a day, 7 days a week, including public holidays, to facilitate progress and allow for flexibility in construction programming. For designated night works areas, access will specifically be permitted between 22:00 and 04:00 daily, including weekends and public holidays. This night-time access window is critical for works in operationally sensitive zones, particularly near active taxiways and aprons, and must be strictly adhered to in all construction planning and resource allocation. Refer to Volume 4 for detailed drawing of the night-work only areas.

Receipt of acknowledgement of addendum

Bid ref: **KISA7806/2025/RFP**

Notice to Bidder No.

Name :

Signed/ Stamp :

Date :

Please email back to: Motlhabane.molamu@airports.co.za

Yours Faithfully
Motlhabane Molamu
SCM Representative

Appendix A

TENDER NO: KSIA7806/2025/RFP - PROCUREMENT OF A CIDB GRADE 9 CE CONTRACTOR THE COMPLETION OF BRAVO TAXIWAY EXTENSION AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS AT KING SHAKA INTERNATIONAL AIRPORT

**SCHEDULE A: PRELIMINARY AND GENERAL
C1.2: GENERAL REQUIREMENTS AND PAYMENT**

ITEM	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
PSC1.2.13	Airside induction courses and permits - To include all permits (Personal, Vehicle and Plant), inductions, Airside Training, Parking Cards and required works permits. Control of Dust and FOD pollution on the runways, taxiways, taxi lanes, services roads, aprons, haul and site access road and campsites/site office	Lump Sum		1		
PSC1.2.14		Lump Sum		1		
PSC1.2.15	Security requirements at the Contractors Gate and Camp site	Month		12		
PSC 1.2.16	As-built Survey	Lump Sum		1		
PSC1.2.17	Material As-Builts	Lump Sum		1		
PSC1.2.18	Management and Implementation of CPG Requirements	Month		12		
PSC1.2.19	Management and Implementation of CIDB B.U.I.L.D program	Month		12		
PSC1.2.20	Penalty to be deducted for non-compliances with requirements for accommodation of traffic as per COTO Section 1.5, ACSA Specific Regulations and Volume 5 Manual of Procedures for Working Airside					
(a)	Fixed penalty per occurrence	No		1	(50 000)	Rate Only
(b)	Time related penalty	Hour		1	(10 000)	Rate Only
PSC1.2.21	Penalty to be deducted for non-compliances with Environmental Specification, ACSA Specific Regulations and Volume 5 Manual of Procedures for Working Airside per Occurrence					
(a)	Fixed penalty per occurrence	No		1	(10 000)	Rate Only
PSC1.2.22	Penalty to be deducted for non-compliances with OHS-Act, Construction Regulations, ACSA Specific Regulations and Volume 5 Manual of Procedures for Working Airside per Occurrence					
(a)	Fixed penalty per occurrence	No		1	(10 000)	Rate Only
PSC1.2.23	Penalty to be deducted for non-compliances with Volume 5 Manual of Procedures for Working Airside per Occurrence					
(a)	Fixed penalty per occurrence	No		1	(10 000)	Rate Only
PSC1.2.24	Provision for Independent Health and Safety (OHS) and Environmental Management (ENV)	Prov Sum		2 500 000	1	2 500 000
PSC1.2.24 (a)						
PSC1.2.24 (b)	Handling costs and profit in respect of sub-item PSC 1.2.24 (a) above (Capped at 7.5%)			2 500 000	%	
TOTAL CARRIED FORWARD TO SUMMARY						

Appendix B

Add the following new Clause:

7.6.3.3

"To stop any contractor from executing construction work, which is not in accordance with, the Contractor's health and safety plan for the Site or which poses a threat to the health and safety of persons and to implement the required health and safety measures before continuing."

Delete and replace with the following:

8.3.1.4

"Risk arising from political riot and malicious damage, unless these risks are insurable with the South African Special Risk Insurance Association at the time of tendering and it is stipulated in the Contract Data that the Contractor is to effect insurance against these risks."

Delete and replace with the following:

8.4.1.1

"hereby indemnifies the Employer, the Employer's Agent and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and"

8.6 *Delete and replace with the following:*

8.6.1 Insurance Effected By The Employer

8.6.1.1

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.

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 **R75,000,000** 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 **R500,000,000** 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.

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 any one occurrence and in the aggregate annually during the policy period ,subject to renewal.**

Where legally liable, the Policy only indemnifies the party for the rectification of the works.

We draw your attention to the fact that the policy, in addition to other exclusions, will specifically exclude:

- failure to meet contractual requirements relating to efficiency, output or durability.

- arising out of the failure by the Insured to meet completion dates
- arising from financial estimates / cost overruns.
- arising from the loss of documents.
- for consequential losses other than cost of re-design, rectification, replacement or material damage as a consequence of the defect.

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.

8.6.1.2 **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.

8.6.1.3 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.

8.6.1.4 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.

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

8.6.1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 8.6.1.1 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 8.6.1.1 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 :

- arising out of subsidence, collapse, earth-quake or earth-tremor – R250,000 each and every occurrence.
- arising out of storm (which term shall include rain, wind, tempest or flood) – R500,000 each and every occurrence
- Arising out of theft or malicious damage – R150,000 each and every occurrence.
- arising out of Testing and Commissioning – R250,000 each and every occurrence.
- arising from any other cause not listed in (1a,b) above - R150,000 each and every occurrence.

Section 2 Of The Policy – Contractors Public Liability

R100,000 each and every claim in respect of Property Damage.

Section 3 Of The Policy – Removal Of Lateral Support Liability

R200,000 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 each and every occurrence – **R10,000,000.**

8.6.1.7 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:

- 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:

Willis South Africa (Pty) Limited:

Alvin Dye
Tel: +27 (0)11 535 5400
M: +27 (0)082 335 9419
alvin.dye@wtwco.com

Charmaine Moreira
D: +27 (0)11 082 8618
M: +27 (0)79 330 5409
charmain.moreira@wtwco.com

Biko Meletse
D: +27 (0)11 082 8744
M: +27 (0)79 886 7920
Biko.meletse@wtwco.com

- 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.

8.6.2 Insurance Effected by the Contractor.

In addition to Clause 8.6.1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor:

8.6.2.1

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, Removal Of Support Liability, Aviation Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 8.6.1.2 (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 8.6.1.1(a).

- g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 8.6.1.1(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.

- 8.6.2.2 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.

- 8.6.2.3 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.

8.6.2.4 **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 -
THE COMPLETION OF BRAVO TAXIWAY EXTENSION AT KING SHAKA INTERNATIONAL AIRPORT**

Send to : Willis South Africa (Pty) Limited

E-Mail The Following People :

Thabo.mofolo@wtwco.com

Charmain.moreira@wtwco.com

Biko.meletse@wtwco.com

paul.jacobs@wtwco.com

Nokulunga.Masiza@airports.co.za

Represented by :

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

RE :ACSA : REHABILITATION BRAVO TAXIWAY CONTRACT : CAR/PL/PI : CLAIM

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

How did the loss occur (cause) ?

Details and nature of loss or damage to Contract Works

Details of other property damaged

Names and address of witnesses

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

Person whom assessor should contact

Telephone/Mobile Numbers Of Contact Person

Email Address of Contact Person _____

Sub-Clause (2)

If required, the Contractor shall provide proof that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No 130 of 1993, and that he has complied with the provisions of the Occupational Health and Safety Act, No 85 of 1993 and, in respect of the later Act, shall when called upon to do so, enter into and execute an Agreement as provided under Section 37(2) of said Act. The Agreement shall be in the form included elsewhere in this document.

Add the following new Clause:

“Has failed to execute construction work in accordance with the Contractor’s Health and Safety Plan or without a threat to the health and safety of persons within fourteen (14) days after receiving from the Employer’s Agent written notice of the same.”

Add the following Clause:

“10.1.6 Early warning – A Party shall notify the other as soon as he is aware of any circumstance which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimise these effects.

The Contractor’s entitlement to extension of the Time for Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.”

Appendix C

Part 1: Contract Data completed by the Employer

The General Conditions of Contract make several references to the Contract Data for specific data, which together with the General and Special conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency between these documents.

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause

1 GENERAL

1.1.1.13 The Defects Liability Period is **12 months**.

1.1.1.14 The time for achieving Practical Completion is **12 months**.

The time for achieving Practical Completion, from the Date of Access to the Site is 12 months. The special non-working days are included in the above time for achieving practical completion. This duration also includes the procurement of all contractors as part of the Enterprise Development Plan. It is anticipated that the contract will span over at least 1 builders break shut down period. This one builder's break shall not fall within the 12 months for achieving completion. The Contractor, at his/her own discretion, is to make the appropriate time related and general provisions within the preliminary and general section of the BOQ (Section C1.3.1-page C2-9 (Civil Engineering), Preliminary and General page C2-71 (Electrical Engineering) and Preliminary and General page C2-96 (Mechanical Engineering)

1.1.1.15 The Employer is the **Airports Company South Africa Limited**, King Shaka International Airport, represented by the Airport Manager and/or such other person or persons duly authorised thereto by the Employer in writing:

Address to: Airports Company South Africa SOC Limited
King Shaka International Airport
King Shaka Dr, La Mercy
4407

1.1.1.16 The Employer's Agents are Nankhoo Consulting Engineers acting through a director or an official duly authorised thereto in writing.

Address to: Nankhoo Consulting Engineers
1 Sugar Close, Gateway Office Park, Block 1
Umhlanga
4021

1.1.1.26 The Pricing Strategy is a Re-measurement Contract as defined in Subclause 1.1.1.27

Appendix D

- 5.8.1** The non-working days and non-working nights as designated in clause A1.2.7.1 of Part C3.6.1. Refer to the working hours as detailed in the Manual of Procedures for Working Airside. (Refer to Volume 5)

The special non-working days are gazetted public holidays falling outside of the year end break and the days on which the contractor grants the majority of his permanent workforce leave around 15 December and the first Monday of the subsequent year (as defined by SAFCEC).

Working Days

Working Days are defined in the contract as any day of the week other than a Sunday, public holiday, or a special non-working day as declared in the contract data. This typically refers to Monday to Saturday, unless stated otherwise.

Non-Working Days

Non-Working Days include:

- Sundays
- Public Holidays as declared under South African law
- Any other day designated as a special non-working day within the contract

However, if the Contractor wishes to utilize Sunday's or Public Holidays, a formal request must be sent to the Employer's Agent. The Contractor must put in his/her request by no later than Wednesday of that same week which will require approval from the Employer's Agent and Employer. No permanent works shall be undertaken on Sunday.

These are days on which no work is scheduled or expected unless otherwise agreed with the Employer or Engineer.

Special Non-Working Days

Special Non-Working Days are additional days that are not ordinarily recognised as non-working (e.g., not Sundays or public holidays) but are explicitly listed or declared as non-working in the Contract Data. These are typically site- or project-specific and could include:

- Airport shutdown days,
- Safety inspection blackout periods
- Days set aside for operational constraints

- 5.13** (i) The penalty for failing to complete the Works is **R60 000,00** per calendar day.
- (ii) The penalty for failing to meet the taxiway or runway opening requirement is **R60 000,00** per occurrence and also any additional expenses as may result from the delay in opening the facility.

5.16.3 The latent defects period is **10 years**.

6.5.1.2.3 The percentage allowances to cover the relevant charges is **10%**.

6.8.2 Contract Price Adjustment

The Contract Price shall be subject to contract price adjustment in accordance with Clause 6.8 of the General Conditions of Contract.

If special materials are specified in the Contract, then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

Appendix E

(r) Sectional Practical Completion and Handover

In accordance with the scope of works under Tender No. KSIA7806/2025, the Employer reserves the right to accept sectional Practical Completion for discrete components of the Works. Accordingly, the Works are divided into the following four key sections:

1. Rehabilitation and Completion of Bravo Taxiway
2. New Construction of Quebec Taxiway
3. Completion of Foxtrot Apron
4. Construction of the Stormwater Channel and Associated Drainage Infrastructure

Each of the above sections may be considered independently for Practical Completion as per the original approved Construction Programme. The Practical completion will be subject to the Employer's Representative being satisfied that:

The relevant section is fully complete, defect-free in so far as reasonably practical, and compliant with the Employer's Requirements;

All testing, commissioning, and inspections for that section have been successfully concluded; Access, safety, and operational integrity are restored to a condition that permits safe airside operations.

Upon such determination, a Practical Completion Certificate will be issued specific to that section. Once issued, the section shall be formally handed back to the Employer and shall be deemed complete for the purpose of use, maintenance responsibility, and commencement of the defect's liability period for that section.

This clause enables progressive handover, supports operational continuity, and facilitates early Employer use of critical infrastructure components. The Contractor is required to programme and sequence the Works to support this sectional handover strategy.

C3.5.2 HEALTH AND SAFETY

(a) Health and Safety Requirements and Procedures

Health and Safety requirements and procedures are presented in Annexure A, Section C3.7.1.

(b) Barricades and lighting

Requirements for the provision and usage of barricades and lighting are stated in **Volume 5** and **Chapter 1 of the Standard Specifications**.

(c) Traffic Control

Safety requirements and procedures where the Contractor has occupation of taxiways, runways or roads are stated in **Volume 5** and **Chapter 1 of the Standard Specification**.

Appendix F

TENDER NO: KSIA7806/2025/RFP - PROCUREMENT OF A CIDB GRADE 9 CE CONTRACTOR THE COMPLETION OF BRAVO TAXIWAY EXTENSION AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS AT KING SHAKA INTERNATIONAL AIRPORT

SCHEDULE C: SUPPLY, FABRICATION, INSTALLATION, AND TESTING OF VALVES AND ANCILLARIES

ITEM	DESCRIPTION	UNIT	LI	QUANTITY	RATE	AMOUNT
	TOTAL BROUGHT FORWARD					
PSS 2.10.1	Nuts					
(i)	1/2" 2H =Nuts	No.		72		
(ii)	1/2" 2H Nuts S/S	No.		104		
(iii)	5/8" 2H Nuts	No.		32		
(iv)	3/4" 2H Nuts S/S	No.		144		
(v)	7/8" 2H Nuts	No.		144		
(vi)	7/8" 2H Nuts Galvanized	No.		112		
PSS 2.10.1	Washers					
(i)	Washers for 1/2"	No.		36		
(ii)	Washers 1/2" Stainless Steel	No.		104		
(iii)	Washers 5/8"	No.		32		
(iv)	Washers 3/4" Stainless Steel	No.		144		
(v)	Washers 7/8"	No.		144		
(vi)	insulating Washers 7/8"	No.		144		
(vi)	Washers 7/8" Galvanized	No.		112		
PSS 2.10.2	Fabrication, Testing and Installation of Valve Assemblies (Night Works) All of the works covered in this section are to be carried out as night works (22:00 to 04:00) Rate to include lighting costs, power supply/generators etc. Provide labour, tools, and equipment for fabrication, testing, and installation of the following items					
(i)	Isolation Valve Assembly VC13 (Night Works)	Lump Sum	LI	1		
(ii)	New Low Point 7 (Night Works)	Lump Sum	LI	1		
(iii)	New High Point 6 (Night Works)	Lump Sum	LI	1		
PSS 2.10.3	Fabrication, Testing and Installation of Valve Assemblies (Normal Hours) All of the works in this section are to be carried out during normal working hours. Provide labour, tools, and equipment for fabrication, testing, and installation of the following items					
(i)	New Low Point 11	Lump Sum	LI	1		
(ii)	Hydrant Valve Assemblies	No.		8		
PSS 2.10.3	Cathodic Protection Installation (Night Works)					
(i)	Reference Electrodes and Cabling at VC13	No.		1		
(ii)	Cross-bonds and cabling	No.		3		
(iii)	Spark Gaps	No.		12		
	TOTAL CARRIED FORWARD TO SUMMARY					

Appendix G

Add the following subclause:

(e) Safety and Contingency Plan

Within 14 days of award of the contract the Contractor shall draw up and submit a detailed Construction Method Statement addressing i.e. safety and contingency plan to ACSA for approval. Once approved, the Construction Method Statement will form part of the Procedure Manual for Working Airside (Volume 5). The method statement shall include:

- (i) All measures to be implemented to comply with the requirements of the OHS Act (C3.7.1), Environmental requirements (C3.7.2) and the Procedure Manual for Working Airside (Volume 5).
- (ii) A contingency plan to deal with shifts interrupted by inclement weather, construction equipment breakdowns or emergency closures of the work areas.
- (iii) Special measures, such as back-up plant, to be implemented in normal shifts to comply with the specifications.

No work on the airside will be allowed until the Employer has approved the contractor's Construction Methodology Statement.

The cost of complying with the ACSA approved method statement is deemed to be covered by the tendered rates for the contractor's general obligations.

The scope of work requires the temporary closure of certain facilities on the airside. The closure of any facilities and the period of such closures shall be arranged with the air and surface traffic control authorities. Minimum notification periods are included in Volume 5.

All construction works around the Quebec Taxiway must be planned and executed in such a manner that the airport runway remains operational. No open excavations may be left exposed overnight within 50 metres of the operational runway. Failure to comply with this buffer will result in the aircraft unable to land. This is a critical operational safety constraint. Depending on the Contractor's chosen methodology, bidders must take this into account when pricing for Quebec night works, as this affects the rate build-up, programme planning, and resourcing. Compliance will be strictly monitored

A1.2.7.2 Setting out of the Works and the protection of beacons

Clause A1.2.7.2 will be applicable to all scope of works which includes civil, electrical and mechanical for the completion of the entire project.

Add the following to this clause:

In order to comply with Clause A1.2.7.2 of the Specification the Contractor shall contract or employ a professional land surveyor and supporting team who will check the reference and level beacons. Agreement shall be reached with the Engineer on the values of the beacons to be used. It is the Contractor's responsibility to maintain and protect all reference beacons.

There are a limited number of official reference and level beacons on the airport. Where necessary the Contractor shall place additional reference beacons on all sides of the work areas for accurate setting out and levelling purposes. These beacons shall be placed in concrete, marked and certified by a professional land surveyor. Beacons shall be check-levelled during construction to confirm the accuracy when instructed by the Engineer.

All existing paint markings shall be referenced prior to any paving activities for setting out after the completion of the overlay. The contractor shall provide a survey of the existing markings to the Engineer who shall then review and amend as necessary before providing the final marking drawings. Setting