



AIRPORTS COMPANY  
SOUTH AFRICA

# NEC3 Engineering and Construction Short Contract (ECSC3)

A contract between: **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**  
**Applicable at KING SHAKA INTERNATIONAL**  
**AIRPORT**  
(Reg No. 1993/004149/30)

and \_\_\_\_\_

\_\_\_\_\_  
(The Contractor)

for **Supply, Deliver and Installation of Over-height  
Vehicle Restrictors on Alpha Service Road at King  
Shaka International Airport**

<b>Contents:</b>	Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)	<b>Page No.</b>
<b>Part C1 Agreements &amp; Contract Data</b>		
C1.1 Form of Offer and Acceptance		[2]
C1.2 Contract Data provided by the <i>Employer</i>		[5]
C1.2 Contract Data provided by the <i>Contractor</i>		[8]
<b>Part C2 Pricing Data</b>		
C2.1 Pricing assumptions		[9]
C2.2 Price List		[11]
<b>Part C3 Scope of Work</b>		
C3.1 Works Information		[12]
<b>Part C4 Site Information</b>		[16]

<b>Documentation prepared by:</b>	Matsobane Teffo (Civil Maintenance Engineer) at KSIA
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# C1 Agreements & Contract Data

## C1.1 Form of Offer and Acceptance

### Offer

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

**Supply, Deliver and Installation of Over-height Vehicle Restrictors on Alpha Service Road at King Shaka International Airport**

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 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 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.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any) together with all the terms of the contract as listed above.

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

Date

.....  
.....  
.....  
.....  
.....  
.....  
*(Insert name and address of organisation)*

**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. \_\_\_\_\_'



## C1.2 Contract Data

### Data provided by the *Employer*

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, King Shaka International Airport</b>
	Address	<b>King Shaka International Airport, La Mercy, KwaZulu-Natal, 4407</b>
	Tel No.	<b>(032) 436 6000</b>
	Fax No.	<b>(032) 436 6672</b>
	E-mail address	
11.2(11)	The <i>works</i> are	<b>Supply, Deliver and Installation of Over-height Vehicle Restrictors on Alpha Service Road at King Shaka International Airport</b>
11.2(13)	The Works Information is in	<b>the document called 'Works Information' in Part 3 of this contract.</b>
11.2(12)	The Site Information is in	<b>the document called 'Site Information' in Part 4 of this contract.</b>
11.2(12)	The <i>site</i> is	<b>King Shaka International Airport</b>
30.1	The <i>starting date</i> is.	<b>Upon signing of this contract by ACSA</b>
11.2(2)	The <i>completion date</i> is.	<b>Two Months from the starting date</b>
13.2	The <i>period for reply</i> is	<b>7 days</b>
40	The <i>defects date</i> is	<b>6 (six) months</b>
41.3	The <i>defect correction period</i> is	<b>2 (two) weeks</b>
50.1	The <i>assessment day</i> is the	<b>1 (one) week intervals</b>
50.5	The <i>delay damages</i> are	<b>0.5% of the total sum per day</b>
50.6	The retention is	<b>10 % of the contract price</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>

82.1 The *Contractor* provides this insurance

**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.**

**Refer to Annexure A for insurance details**

93.1 The *Adjudicator* is

**A selected individual from the table of potential adjudicators below:**

Potential Adjudicator	Email Address	Chamber
Adv. Mkhululi Duncan Stubbs	<a href="mailto:duncan.stubbs@gmail.com">duncan.stubbs@gmail.com</a>	Thulamela Chambers
Adv. Arzhar Bham SC	<a href="mailto:bhamae@law.co.za">bhamae@law.co.za</a>	Victoria Mxenge
Adv. Mohhamed Chohan SC	<a href="mailto:chohann@counsel.co.za">chohann@counsel.co.za</a>	Group One
Adv. Benny Makola	<a href="mailto:benny.makola@gmail.com">benny.makola@gmail.com</a>	Group 621
Adv. Vincent Maleka SC	<a href="mailto:ivmaleka@mweb.co.za">ivmaleka@mweb.co.za</a>	Thulamela Chambers
Adv. Chris Loxton SC	<a href="mailto:loxton@counsel.co.za">loxton@counsel.co.za</a>	Group One

93.2(2) The *Adjudicator nominating body* is:

**the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see [www.ice-sa.org.za](http://www.ice-sa.org.za)) or its successor body.**

93.4 The *tribunal* is:

**arbitration.**

The *arbitration procedure* is

**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**

The place where arbitration is to be held is

**KwaZulu Natal, South Africa**

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005)<sup>1</sup> and the following additional conditions:**

<sup>1</sup> Can be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 (see [www.ecs.co.za](http://www.ecs.co.za)) or SAICE.



- Z1.2.1.13** words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
- Z1.2.1.14** references to a "*subsidiary*" or a "*holding company*" is references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and "*affiliate*" is any company that is under common control with such subsidiary or holding company;
- Z1.2.1.15** time is of the essence in the performance of the parties' respective obligations.
- Z2** **The Project Manager and Supervisor: add the following at the end of core clause 14.2:**
- Z2.1** The Project Manager and the Supervisor may take an action which they have delegated.
- Z3** **Early Warning: add the following at the end of core clause 16.2:**
- Z3.1** The Contractor ensures that a subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.
- Z4** **Providing the Works: Delete core clause 20.1 and replace with the following:**
- Z4.1** The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose as stated in the Works Information, and if no such purposes is stated, the ordinary purpose of the Works.
- Z5** **Subcontracting:**
- Z5.1** **The following clause is added as a new core clause 26.4:** "Within 5 days of request by the *Project Manager*, the Contractor provides proof to the *Project Manager* that the Contractor's payment obligations towards its Subcontractors have been discharged. Failure by the Contractor to provide such proof to the satisfaction of the *Project Manager* entitles the *Employer* to instruct the *Project Manager* to certify payment directly to any such Subcontractor and the *Contractor* shall have no recourse to recover such amounts from the *Employer*. Such direct payment do not create privity of contract between the Employer and such Subcontractor. The *Employer* may recover such direct payment from the *Contractor*."
- Z6** **Other responsibilities: add the following at the end of core clause 27:**
- Z6.1** The *Contractor* has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.
- Z6.2** The *Contractor* is responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* are rectified by the *Contractor* at the *Contractor's* own costs.
- Z7** **Acceleration: add the following new provisions at the end of core clause 36:**
- Z7.1** The Project Manager's reply is either:
- Z7.1.1** A notification that the quotation is accepted, in which case, the *Project Manager* changes the Prices, Completion Date and Key Dates and accepts the revised programme; or
- Z7.1.2** A notification that the quotation is not accepted and that the Prices, Completion Date and Key Dates are not changed.
- Z8** **Extending the defects date: add the following as a new core clause 46:**
- Z8.1** If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

- Z8.2** If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
- Z8.3** The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.
- Z9** **Quality Management System: add the following as a new core clause 47:**
- Z9.1** The *Contractor* implements and maintains a quality management system with the requirements stated in the Works Information.
- Z9.2** Within the period stated in the Contract Data, the *Contractor* provides the *Project Manager* with a quality plan for acceptance. A reason for not accepting the quality plan is that it does not allow for the *Contractor* to Provide the Works.
- Z9.3** If any changes are made to the quality plan, the *Contractor* provides the *Project Manager* with the changes quality plan for acceptance.
- Z9.4** The *Project Manager* may instruct the *Contractor* to correct a failure to comply with the quality plan. This instruction is not a compensation event.
- Z10** **Assessing the amount due:**
- Z10.1** **Delete the second bullet point of core clause 50.1 and replace with the following:** “within thirteen weeks of termination of this Contract”
- Z11** **Final assessment: add the following as a new core clause 53:**
- Z11.1** The *Project Manager* makes a final assessment and certifies final payment in accordance with the Contract. The final payment is made within four weeks of the assessment.
- Z11.2** An assessment of the final amount due is conclusive evidence of the final amount due under or in connection with the Contract, unless a Party raises a dispute in relation to the assessment of the final amount due.
- Z11.3** The assessment of the final amount due is changed to include any agreement the Parties reached and/or a decision of the Adjudicator which has not been referred to the tribunal within four weeks of that decision. The changed assessment becomes conclusive evidence of the final amount due under or in connection with the Contract.
- Z12** **Notifying compensation events:**
- Z12.1** **Delete the last sentence in core clause 61.3 and replace with the following:** “If the *Contractor* does not notify a compensation event within four weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion date or a Key Date and the *Employer* is absolved from all liability in relation to such event.”
- Z13** **Assessing compensation events:**
- Z13.1** **The following is added at the end of core clause 63.4:** “the *Contractor* shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects the critical path.”
- Z14** **Termination**
- Z14.1** **Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

**AMENDMENTS TO THE SECONDARY OPTION CLAUSES**

**Z15 Changes in Law: Add the following clause to secondary option X2 as X2.2:**

**Z15.1** A change in law is defined as:

**Z15.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income

**Z15.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

**Z16. Delay damages: add the following to secondary Option X7 (if applicable in this contract)**

**Z16.1** If the amount due for the *Contractor's* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* may, at its sole discretion, terminate the *Contractor's* obligation to Provide the Works.

**Z16.2** If the *Employer* terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table

**Z17 Performance Bond**

**Z17.1** **Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.

**Z17.2** **Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

**Z18 Limitation of liability: Insert the following new clause as Option X18.6:**

**Z18.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00.

**Z18.2** Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the *Contractor* in terms of this Contract and any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

**ADDITIONAL Z CLAUSES**

**Z19 Cession, delegation and assignment**

**Z19.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, 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 *Contractor*.

**Z19.2** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

**Z20 Joint and several liability**

- Z20.1** If the *Contractor* 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 *Employer* for the performance of the Contract.
- Z20.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z20.3** The *Contractor* 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 *Employer*.
- Z21 Ethics**
- Z21.1** The *Contractor* undertakes:
- Z21.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z21.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z21.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z21.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. The amount due on termination is A1.
- Z22 Confidentiality**
- Z22.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z22.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z22.3** This undertaking shall not apply to –
- Z22.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z22.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z22.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z22.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.

**Z22.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

**Z23 Liens and Encumbrances**

**Z23.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, 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 *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

**Z24 Intellectual Property**

**Z24.1** Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

**Z24.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

**Z24.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

**Z24.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

**Z24.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:

**Z24.5.1** the *Contractor's* design, manufacture, construction or execution of the Works;

**Z24.5.2** the use of the *Contractor's* Equipment, or

**Z24.5.3** the proper use of the Works.

**Z24.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

**Data provided by the Contractor (the Contractor's Offer)**

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)<sup>2</sup> 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.

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10.1	The <i>Contractor</i> is (Name):	:
	Address	:
	Tel No.	:
	Fax No.	:
	E-mail address	:

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11.2	The <i>completion date</i> is	2 (two) months from the <i>Starting Date</i>
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<sup>2</sup> Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

## 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.

#### Additional Pricing Assumptions

1. The Pricing list as completed by the Contractor shall be VAT exclusive prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete the works as set forth or as implied in the documents on which this Contract is based.
2. The description of each Prov Sum shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the scope of works.
3. No alterations to the original text shall be allowed. If any alterations are made, they will be ignored, and the original wording will apply.
4. Variations in the scope and extent of the work shall be allowed to meet the Project Manager requirements and shall be measured and priced at the rates entered in the pricing list, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any Prov Sums or variations for which rates have not been included in the bill of quantities shall be agreed and priced as non-scheduled Prov Sums.
5. All provisional sums and contingency amounts shall be expended as directed by the Project Manager and any balance remaining shall be deducted from the contract sum.
6. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
7. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

8. Upon appointment, the bidder must further develop detailed specifications with detailed price list and must be submitted to ACSA within 30 Calendar days from the date appointment with no change to the original tender price. All allowances which formed part of the pricing schedule which belong to the client must form part of the pricing list (All client allowances included on the original tendered price will be managed by ACSA)
9. It will be assumed that prices tendered are based on incorporating relevant Acts, Ordinances, Regulations, By - Laws, National Standards and International standards as it applies to the scope of works.
10. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
11. The amount of the preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the preliminaries and any amount in respect of contract price adjustment provided for in the contract.

## C2.2 Price List

The Price List is as follows

Item no.	Description	Unit	Quantity	Rate	Price
1	Removal and disposal of the existing height restriction bar,  The rate shall include rigging and access to elevated 6 meters gantry height.	1	Sum		
2	Supply, deliver and Installation of the <b>three</b> new Over-height Vehicle Restrictors along Alpha service road.  Galvanised hanging chain links mounted to a hot-dipped galvanised steel bar that is bolted to the soffit of the existing gantry.  Chain links and the steel bar to be painted with appropriate warning colours i.e. black and yellow warning stripes.  The rate shall include rigging and access to elevated 6 meters gantry height.	200	m		
3	60 mm Ø corrosion protected steel spheres to be mounted at the bottom of each hanging chain section	170	No		
4	Repaint the existing 300x400 RHS gantry with corrosion protective coating to match the existing finish.	80	m <sup>2</sup>		
5	Installation of visible height restriction signs.	3	No		
6	Safety file	1	Sum		R5 000
7	Permits: Permits and induction costs will be reimbursed as per the Invoice paid to ACSA – <u>with no handling, post facto</u> . No allowance for the labor time and/or standing time as a result of vetting period or admin related delays.	1	Sum		R20 000
	<b>Contingency</b>				R 50 000
	<b>The total of the Prices (excluding VAT):</b>				

# C3: Scope of Work

## C3.1 Works Information

### 1. Description of the works

#### Background

The aim of this project is to appoint a reputable service provider with experience in structural steelworks to supply, deliver and Install the Over-height Vehicle Restrictors (OVR) on the existing steel gantry at King Shaka International Airport. The works includes the removal of the 3 height restriction bars within the service road that runs below the airbridges. The existing height restriction bars shall be replaced by the vertically hanging chain links with similar warning functions.

#### Scope of work

- The service provider shall remove the 3 height restriction bars to be replaced by the corrosion protected hanging chains spaced at 300 mm c/c. The hanging chains to be pre-mounted on a hot-dipped galvanised steel bar i.e. Square Hallow Section/Rectangular Hallow Section/Circular Hallow Section which shall be bolted on the existing steel gantry cleats, *refer to figure 1*.
- The chain links shall be installed to allow the 4 meter height restriction on all the three existing height restriction gantries.
- The chain links to be mounted with 60 mm Ø stainless steel spheres at the bottom of the chain links
- The service provider shall remove all the height restriction signs to be replaced with clear visible signs that are observable at an appropriate distance as per the regulating standards.
- The service provider shall repaint the existing gantries with similar approved corrosion protective coating, the chain links to be painted with appropriate warning colours i.e. black and yellow warning stripes.
- All material declared unsuitable for re-use by the engineers should be safely disposed to approved location.
- The service provider shall prepare and submit comprehensive method statement prior installation of the OVR.

### 2. Drawings

Drawing number	Revision	Title
AMA-PDN_CE_XX_DE_1261_01	B01	Apron Airside Height Restriction Gantry N0. 1

### 3. Specifications

#### 3.1. Technical Specifications

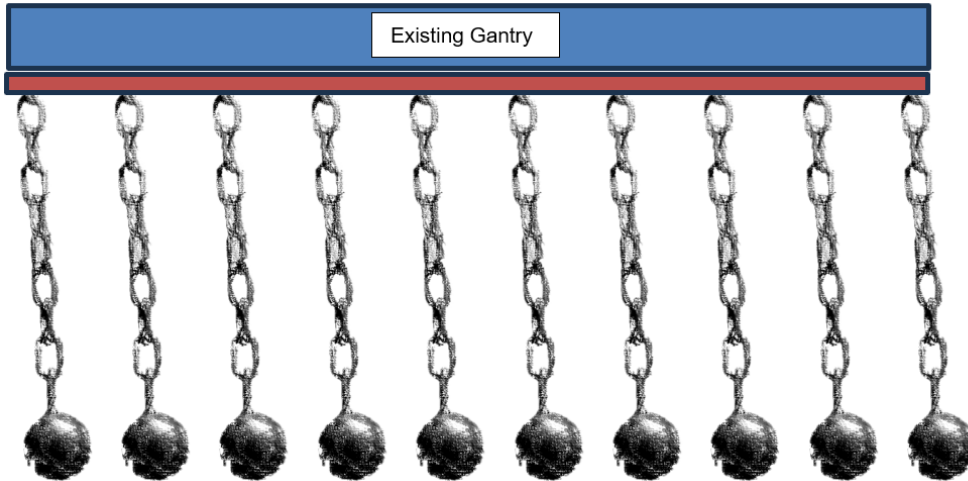


Figure 1: Proposed chain vehicle height restrictor

- **Chain link dimensions**

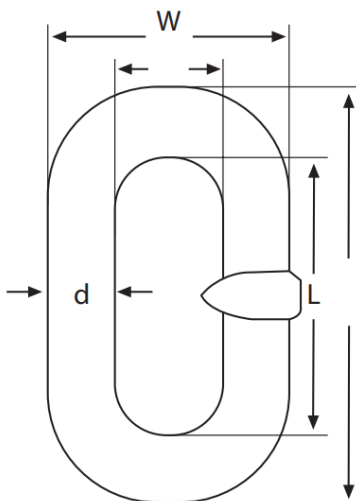


Figure 2: Chain link dimensions

d = 9 mm  
W-max = 31.5 mm  
L-nom = 36 mm

- The hanging chains to be mounted on a hot-dipped galvanised steel bar that will be bolted to the existing gantry through the existing steel cleats. The size of the steel section to be approved by the Client's Engineer prior installation.
- The chain links to be mounted at 300 mm c/c along the 2 x 18000 mm long gantry and 1 x 14000 mm long gantry.
- 60 mm corrosion protected steel spheres to be mounted at the bottom of each hanging chain section, refer to figure 1.

- Workshop drawings to be submitted approved by the Client's Engineer prior installations.
- All levels and dimensions to be verified onsite prior procurement of any materials.

### 3.2. OHS and Environmental Compliance

- Safety file shall be updated as per OHS request.
- Safety file to always be present on site.
- All employees shall wear appropriate PPE.
- Supervisor shall be on site at all operational times.
- Housekeeping to take place after the works.
- Fire extinguisher to be placed next to operating equipments.
- Working area to be properly cordoned off.

### 3.3. Airports Permits Requirements

- The contractor's team shall complete vetting forms accompanied by certified ID copies 3 working days prior inductions.
- Inductions will be conducted online through ACSALearn.
- Service provider shall submit complete Safety File prior permit application.
- The team members will be able to apply for the personal permit once the Safety File has been approved, vetting approved and induction is completed.
- The vehicle used to enter the airside shall be less than 7 years old, serviceable, have valid insurance cover, shall have reflective stripes on the side and shall be fitted with the beacon light.

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

### 4.1. Special Notes for Service:

- All rates to exclude VAT.
- Normal working hours shall be split between night and day works depending on the task and Airport operations, night works allowance shall be considered in the tendered rates:
- The works will be prepared offsite and be installed within 5 days (3 day works and 2 night works)
- Day works will be 07h30 to 16h30 Monday to Friday
- Night works will be 21h30 to 4:00am Monday to Friday
- The contractor shall comply with all relevant Aviation and other applicable laws, rules and regulations.
- The service provider is required to provide 6 months defects liability on works.
- Service provider to make cash payment for all permit costs, reimbursed on invoicing.
- Service provider vehicles to comply to airside policy for permit. (Vehicle age to be less than 7 years)

### 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:

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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;
- 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;

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.

## C4: Site Information

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

#### **4.1.1. Access limitations**

- The contractor's personnel working who will be installing the works onsite shall be in possession of airside permits.
- Vehicles that will be required to access the airside shall also have airside permits.

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

##### **Description of the Site and its surroundings**

###### **General description**

The site is located at King Shaka International Airport, works will be performed in a live environment with ongoing airport operations.

###### **Existing buildings, structures, and plant & machinery on the Site**

Live air traffic, manoeuvring area (apron, taxiway, runway), service road, terminal building, boarding air bridges.

###### **Subsoil information**

As per the existing reports and drawings.

###### **Hidden services**

The contractor is to work carefully to ensure that services that may be hidden are not damaged during the installations and is to make the employer aware of such services.

###### **Other reports and publicly available information**

The below issued drawing is indicative of the existing structure, the service provider shall confirm the levels and dimension onsite prior manufacture and installation.

