



**AIRPORTS COMPANY**  
SOUTH AFRICA

**KING PHALO AIRPORT**

**TENDER NO.:RFQ12023**

**FIRE MAINS RING HYDRANT SYSTEM REPLACEMENT**

**CONTRACT**

**VOLUME 0**

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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: 4974 FIRE MAINS RING HYDRANT SYSTEM REPLACEMENT**

**TITLE OF PROJECT: FIRE MAINS RING HYDRANT SYSTEM REPLACEMENT AT KING PHALO AIRPORT FOR A DURATION OF 3 MONTHS**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at King Phalo Airport**

(Registration Number : 1993/004149/30)

and .....

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

for **FIRE MAINS RING HYDRANT SYSTEM REPLACEMENT AT KING PHALO AIRPORT FOR A DURATION OF 3 MONTHS**

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**Part C1: Agreements and Contract Data**

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

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **FIRE MAINS RING HYDRANT SYSTEM REPLACEMENT AT KING PHALO AIRPORT FOR A DURATION OF 3 MONTHS**

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

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

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

(in words) .....

..... Rands;

(in figures) R.....

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

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

Signature(s)

Name(s)

Capacity

Date:

**For the Bidder:**

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

.....  
Date

Name & signature of witness



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**ACCEPTANCE**

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

The terms of the contract, are contained in:

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

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

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

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

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 .....

Date: .....

**for the Employer**

Airports Company South Africa SOC Limited,  
The Maples, River Woods, 24 Johnson Road.  
Bedfordview,  
Gauteng,  
2008

*(Insert name and address of organisation)*

Name &  
signature of  
witness

.....

Date .....



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**Schedule of Deviations**

1 Subject .

.....  
Details .....  
.....  
.....  
.....

2 Subject .....

Details .....  
.....  
.....  
.....

3 Subject .....

Details .....  
.....  
.....  
.....

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

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

**For the Employer**

**For the Bidder**

Signature (s) .....

.....

Name (s) .....

.....

Capacity .....

.....

**Name and Address**      **Airports Company South Africa SOC Limited**

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

Name & Signature of witness .....

.....

Date .....

.....



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**Part C1.2a Contract Data**

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

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

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	<b>B: Priced contract with Bill of Quantities</b>
	Dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	Secondary Options (incorporating amendments)	<b>X7: Delay damages</b> <b>X13: Performance Bond</b> <b>X18: Limitation of liability</b> <b>Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013</b>
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, Applicable King Phalo Airport
	Address	Airports Company South Africa SOC Limited King Phalo Airport 66 Settlers Way, East London, Eastern Cape 5201
	Telephone	+27 43 706 0306
	Fax	+27 43 706 0313
10.1	The <i>Project Manager</i> is	Samkelo Luyenge
	Address	East London Airport 66 Settlers Way, East London, 5201
	Telephone	+27 43 706 0358
	E-mail address	<a href="mailto:sam.luyenge@airports.co.za">sam.luyenge@airports.co.za</a>
10.1	The <i>Supervisor</i> is	To be confirmed



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	Address	To be confirmed
	Telephone	To be confirmed
	Fax	To be confirmed
	Email	To be confirmed
11.2	The <i>works</i> are	<b>FIRE MAINS RING HYDRANT SYSTEM REPLACEMENT AT KING PHALO AIRPORT</b>
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Availability of As Built information</li> <li>• Access to Site</li> <li>• Site Constraints and Constructability</li> <li>• Availability of equipment and components</li> </ul>
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>boundary of the site</i> is	King Phalo Airport precinct
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Seven (7) days
<b>3</b>	<b>Time</b>	
31.2	The <i>starting date</i> is	upon signing of the contract by the Employer/ ACSA
11.2	The <i>completion date</i> is	6 months after the <i>starting date</i>
30.1	The <i>access date</i> is	To be advised
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date	Tender Closing Date
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than :	Two (2) weeks



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35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the <i>Employer</i> and Others shall not relieve the <i>Contractor</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.																												
<b>4 Testing and Defects</b>																														
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>works</i>																												
43.2	The <i>defects correction period</i> is	Two (2) weeks																												
<b>5 Payment</b>																														
50.1	The <i>assessment interval</i> is :	four (4) weeks																												
50.1	The <i>currency of this contract</i> is the :	South African Rand																												
51.2	The period within which payment is made is :	Four (4) weeks																												
51.4	The <i>interest rate</i> is :	The prime lending rate of the Nedbank Bank. as determined from time to time																												
<b>6 Compensation events</b>																														
60.1	The <i>weather measurements</i> to be recorded for each calendar month are:	<ul style="list-style-type: none"> <li>▪ the cumulative rainfall (mm)</li> <li>▪ the number of days with rainfall more than 10 mm</li> <li>▪ the number of days with minimum air temperature less than 0 degrees Celsius</li> </ul>																												
60.1	The place where weather is to be recorded (on the Site ) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose																												
60.1	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Month</th> <th>Days</th> <th>Month</th> <th>Days</th> </tr> </thead> <tbody> <tr> <td>January</td> <td>1</td> <td>July</td> <td>4</td> </tr> <tr> <td>February</td> <td>1</td> <td>August</td> <td>3</td> </tr> <tr> <td>March</td> <td>2</td> <td>September</td> <td>2</td> </tr> <tr> <td>April</td> <td>2</td> <td>October</td> <td>2</td> </tr> <tr> <td>May</td> <td>3</td> <td>November</td> <td>2</td> </tr> <tr> <td>June</td> <td>3</td> <td>December</td> <td>1</td> </tr> </tbody> </table>	Month	Days	Month	Days	January	1	July	4	February	1	August	3	March	2	September	2	April	2	October	2	May	3	November	2	June	3	December	1
Month	Days	Month	Days																											
January	1	July	4																											
February	1	August	3																											
March	2	September	2																											
April	2	October	2																											
May	3	November	2																											
June	3	December	1																											
<b>7</b>	<b>Title</b>	No data required for this section of the <i>conditions of contract</i>																												



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<b>8</b>	<b>Risks and Insurance</b>	
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which are attached at the end of the Contract Data
84.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which are attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
<b>9</b>	<b>Termination</b>	No data required for this section of the <i>conditions of contract</i>
<b>10</b>	<b>Data for Main Options</b>	
<b>B</b>	Priced contract with Bill of Quantities	Summary page to be included with tender offer. Complete priced Bill of Quantities to be priced within 5 (five) working days of request from Project Manager and/or Supervisor
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The <i>Arbitrator</i> is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	



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<b>X7</b>	<b>Delay Damages</b>	
	Delay damages of the <i>works</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.
<b>X16</b>	<b>Retention</b>	
X16.1	The <i>retention percentage</i> is	5% of the Contract value.
<b>X18</b>	<b>Limitation of Liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total damages suffered and/or costs incurred as a result of damage to the employer's property
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total damages suffered and/or costs incurred as a result of damage to the employer's property
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to The total damages suffered and/or costs incurred as a result of damage to the employer's property and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul>



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<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 – Z20</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>Z2</b>	<b>Providing the Works:</b>	
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b> The <i>Contractor</i> provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose	
<b>Z3</b>	<b>Other responsibilities:</b>	
<b>Z3.1</b>	<b>Add the following at the end of core clause 27:</b> The <i>Contractor</i> shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date	
<b>Z3.2</b>	The <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.	
<b>Z4</b>	<b>Extending the defects date:</b>	
<b>Z4.1</b>	<b>Add the following as a new core clause 46:</b> If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>	
<b>Z4.2</b>	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced	
<b>Z4.3</b>	The <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> stated in the Contract Data	
<b>Z5</b>	<b>Termination</b>	
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.	
<b>Amendment to the Secondary Option Clauses</b>		
<b>Z6</b>	<b>Performance Bond</b>	
<b>Z6.1</b>	<b>Amend the first sentence of clause X13.1 to read as follows:</b> The <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank which the <i>Project Manager</i> and the <i>Employer</i> have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.	



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**Z6.2 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 specifies 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

**Z7 Limitation of liability:**

**Insert the following new clause as Option X18.6:**

**Z7.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

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

**Additional Z Clauses**

**Z8 Cession, delegation and assignment**

**Z8.1** 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*

**Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

**Z9 Joint and several liability**

**Z9.1** If the *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.

**Z9.2** 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.

**Z9.3** 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*.

**Z10 Ethics**

**Z10.1** The *Contractor* undertakes:

**Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

**Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

**Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.



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- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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

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

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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* 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 *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.
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**Z13 Liens and Encumbrances**

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**Z13.1** 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

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**Z14 Intellectual Property**

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**Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

**Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

**Z14.3** 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

**Z14.4** 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

**Z14.5** 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:

**Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works

**Z14.5.2** the use of the *Contractor's* Equipment, or

**Z14.5.3** the proper use of the Works.

**Z14.6** 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.

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**Z16 Dispute resolution:**

**Z16.1 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:ryneke@duma.nokwe.co.za">ryneke@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>

**Z16.2 Appointment of the Arbitrator**

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

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <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:ryneke@duma.nokwe.co.za">ryneke@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>

**Z17 Notification of a compensation event**

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



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<b>Z18</b>	<b>BBBEE Certificate</b>
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<b>Z18.1</b>	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
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<b>Z19</b>	<b>Communication</b>
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<b>Z19.1</b>	<b>Add a new Core Clause</b> 14.5 and 14.6 to read as follows: The <i>Project Manager</i> 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
<b>Z19.2</b>	The <i>Project Manager</i> 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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<b>Z20</b>	<b>Delegation</b>
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	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
<b>Z20.1</b>	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

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**PART C1.2b CONTRACT DATA**

**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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



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Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The <i>completion date</i> is	6 months after the <i>starting date</i>
11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Existing Services</li> <li>• Access to Site</li> <li>• Delay in supply of material and/or equipment</li> <li>• Progress of the works against the program</li> <li>• Travelling public and ACSA stakeholders</li> </ul>
11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
31.1	The programme identified in the	To be submitted with the tender document



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**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.3: Form of Guarantee**

**PRO FORMA FOR PERFORMANCE BOND**

**PERFORMANCE BOND**

Brief description of contract **FIRE MAINS RING HYDRANT SYSTEM REPLACEMENT AT KING PHALO AIRPORT**

Name and address of Beneficiary.....  
..... (whom the contract defines as the Contractor).

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

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

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

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

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

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

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20....

For:

**Registration Number:**

\_\_\_\_\_  
**Name & Position**

As witnesses:

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

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



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**PART C1: AGREEMENTS AND CONTRACT DATA**

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

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

Name of Organisation:
<b>AIRPORTS COMPANY SOUTH AFRICA KING PHALO AIRPORT</b>
Physical Address:
<b>Airport Company South Africa King Phalo Airport 66 Settlers Way, East London, Eastern Cape, 5201</b>

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"



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### MANDATORY'S MAIN SCOPE OF WORK

#### GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

#### THE UNDERTAKING

The Mandatory undertakes to comply with:

#### INSURANCE

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

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

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatory 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.
4. 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.
5. The Mandatory shall appoint competent persons who shall be trained on any Occupational Health & Safety



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- aspect pertaining to them or to the work that is to be performed.
- 6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
- 7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
- 8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
- 9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
- 10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
- 11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
- 12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
- 13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
- 14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

**FURTHER UNDERTAKING**

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

**ACCEPTANCE BY MANDATARY**

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

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

Mandatary – WCA/ Federated Employers Mutual N<sup>o</sup>: ..... Expiry date .....

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

.....  
**DATE**

.....  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

.....  
**DATE**



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**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.5: ACSA INSURANCE CLAUSES**

**INSURANCE CLAUSES FOR CAPEX PROJECTS**

**SECTION A: DEFINITIONS**

**Landside** refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

**Airside** refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

**SECTION B: INSURANCE CLAUSES**

**1. Insurance requirements for contracts with a value below R50million on the LANDSIDE**

**For OPEX projects and non-construction CAPEX projects on the landside ( including inside the terminal building):**

***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.***

**2. Insurance requirements for contracts below R50million on the AIRSIDE**

**2.1 Contract Works**

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250,000.00
- Contractors / consultant may re-insure the deductible

**2.2 Public Liability**

- In the event of a claim brought against the contractor / consultant for 3<sup>RD</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R525,000.00
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750,000.00
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750,000.00
- Contractors / consultant may re-insure the deductibles

**2.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.



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- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

### **3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

#### **3.1 Contract Works**

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300,000.00 deductible (excess)
- All other claims – R300,000.00 deductible (excess)
- Other property insured – R700,000.00 deductible (excess)
- Contractors / consultants may re-insure the deductibles

#### **3.2 Public Liability**

- In the event of a claim brought against the contractor / consultant for 3<sup>RD</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R275,000.00
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500,000.00
- Contractors / consultants may re-insure the deductibles

#### **3.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

### **4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

#### **4.1 Contract Works**

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300,000.00 deductible (excess)
- Runway Rehabilitation – R300,000.00 deductible (excess)
- New Runway Construction – R700,000.00 deductible (excess)
- All other claims – R300,000.00 deductible (excess)
- Other property insured – R700,000.00 deductible (excess)
- Contractors / consultants may re-insure the deductibles

#### **4.2 Public Liability**



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- In the event of a claim brought against the contractor / consultant for 3<sup>RD</sup> party property damage the contractor / consultant will be responsible for a deductible (excess) of R1,025,000.00
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1,250,000.00
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1,250,000.00
- Contractors / consultant may re-insure the deductibles

**4.3 Professional Indemnity**

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

**AIRPORTS COMPANY**  
SOUTH AFRICA**PART C2: PRICING DATA**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
C2.1	Pricing Assumptions: Option B	3
C2.2	Bill of Quantities Summary Page	1
C2.3	Bill of Quantities	72
	<b>Total number of pages</b>	<b>6</b>



## C2.1. Pricing Assumptions: Option B

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 of Option B states:

- Identified and defined terms** 11
- 11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
- (28) The Price for Work Done to Date is the total of
- the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and
  - a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.
- Completed work is work without Defects which would either delay or be covered by immediately following work.
- (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

### Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

### Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

The NEC approach to the P & G bill assumes use is made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

The P & G section of the bill is not used for the assessment of compensation events.



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**Measurement and payment**

**Symbols**

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

<b>Abbreviation</b>	<b>Unit</b>
%	Percent
Hr	Hour
Kg	Kilogram
kPa	Kilopascal
kW	Kilowatt
L	Litre
l/s	Litres per seconds
m/s	Metres per second
M	Metre
Mm	Millimetre
m <sup>2</sup>	square metre
m <sup>3</sup>	cubic metre
m <sup>3</sup> /s	Metres per second
MN	Meganewton
No.	Number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
Sum	Lump sum
T	ton (1000kg)
W/day	Work day

**General assumptions**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered is treated as covered by other Prices or rates in the *bill of quantities*.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *Bills of Quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

**Amplification of or assumptions about measurement items**

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

**DISBURSMENT SCHEDULE**

- (a) Only project related costs listed below and presented to ACSA are compensated by ACSA.



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- (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the project(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- (c) All rates are exclusive of VAT
- (d) Health and Safety Agent cost is included in the Bill of Quantities
- (e) No mark-up on any disbursement cost is paid.
- (f) No payment for disbursement is made for the following:
  - Travelling and accommodation
  - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
  - Telephone calls
  - Cellular calls
  - Computer costs
  - Telefaxes (outgoing or incoming)
  - Email (sent or received)



**AIRPORTS COMPANY**  
SOUTH AFRICA

**C2.2. Bill of Quantities Summary**

Refer to the Summary page of the electronic BOQ document attached separately

\*This amount shall be carried to Form of Offer and Acceptance C1.1

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

Product Specification: Products used to be SABS approved

Appointed Contractor will be required to:

- Submit a fully detailed Safety file before commencing with alien vegetation monitoring and eradication.
- Provide full PPE for employees or else they won't be allowed to proceed with services.

Activity Schedule **King Phalo Airport**

Item no:	Description	Units	Quantity	Rates(Per single item)	Amount
1	Draining of Fire Water Tank (358 K litres, 8,5m Height) and supply and install 250DN suction valve with anti-vortex fitting		2	R	R
2	Supply and install new heat exchanger and associated components		1	R	R
3	Supply and install new sight glass		2	R	R
4	Replace section of pipe on the diesel engine near the strainer including replacing the Y strainer		1	R	R
5	Draining of Jockey Pump supply line and replace rusted section of pipes in the pump test arrangement and Diff pressure switches			R	R
7	Supply and install Tanks (358 K litres, 8,5m Height ) level gauges and Level Indicators		2	R	R
8	Supply and Install new 250DN Butterfly Valve for Electric Pump		1	R	R
9	Supply and install new 250DN Butterfly valve (Suction line) for Electric pump		1	R	R
10	Supply and install new 100DN test tank return line valve		2	R	R
	Supply and install 80DN Over flow valves for both Tanks (358 K litres, 8,5m Height )		2	R	R



**C2.3. Bill of Quantities**

A seventy two (72) page electronic BOQ document is attached separately

**Note:** The incorporated electronic Bills of Quantities are protected and only cells that require information are accessible. The electronically completed BOQ document should be attached to this section when submitting the tender.

Attach the electronically completed Bill of Quantity

**PART C3: SCOPE OF WORKS**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C3.1	This cover page	1
	Scope of Works	3
	Total number of pages	4

### C3.1. Scope of Works

#### 1. Description of the works

This contract is for **FIRE MAINS RING HYDRANT SYSTEM REPLACEMENT** at King Phalo Airport.

The Fire Mains ring hydrant system replacement shall include replacement of components at the Fire booster pump house and not limited to the hydrant line.

The works carried out under this contract shall be governed by the standard specifications and the detailed description of the work.

The Scope of Works electronic documents are attached separately

#### 2. Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa SOC Limited
ISO	International Standards Organisation
IEC	International Electrotechnical Commission
SANS	South African National Standard

#### 3. Contract Management

##### Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Once a Month	To be confirmed	Project Manager and Contractor
Overall contract progress and feedback	Twice a Month Fortnightly	To be confirmed	Project Manager, Contractor and Supervisor

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

### Health and safety risk management

The Contractor complies with the health and safety requirements contained in this document. The Project Manager is entitled to fine the Contractor an amount of R3,000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor is entirely responsible for compliance to the Occupational Health and Safety Act for all persons, equipment, and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures, and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Project Manager.

The contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

- All airside areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment, or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time must the Contractor interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

### **Environmental constraints and management**

The Contractor shall comply with the environmental criteria and constraints stated in document and attached to this Works Information"

### **Quality assurance requirements**

The project shall be managed in accordance with strict ISO 9001 quality system ensuring quality in design, administration, reports, and site administration. The Contractor must be accredited with ISO9001 compliance and each project shall be administrated with respect to quality and technical compliance, in accordance with these strict International Quality Procedures

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

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

### **Storage**

ACSA does not provide storage of the parts at the airport premises. It is the contractor's responsibility to move the parts from his own store to the installation sites.

On site storage may be agreed with ACSA. However, the Contractor cannot be guaranteed that this is the case.

### **Disposal**

The Contractor is required to remove and safely dispose of any identified and redundant units.

All replaced spares will be recovered in compliance with the current regulations and shall be safely disposed of in the same manner. A disposal certificate will be required by the employer.

In a case where the disposal will result in revenue generated, the Contractor shall reimburse ACSA in a form of a discount/credit in the BOQ.

### **Training workshops and technology transfer**

The Contractor shall be responsible for conducting an on-site training (or off-site training should the Contractor be in position of a training facility) on the maintenance, inspection and troubleshooting of Fire Booster Pump System to the ACSA maintenance team (ACSA maintenance staff and contractor employed by ACSA for the maintenance of Fire Booster Pumps systems). The training should aim at aiding the ACSA maintenance team to be able to independently conduct routine preventative maintenance, inspections and troubleshooting on the installed Fire Booster Pumps System and equipment in line with the OEM requirements. The maintenance team will comprise of seven (7) personnel.

**Programme**

The programme submitted should the tenderer be appointed shows the following information as detailed hereafter.

The Contractor supplies with his offer an outline programme for each area indicating the time required to complete work in each of the areas. Commencement and completion dates for each of the areas will form part of this offer and will be deemed to bind the Contractor.

Before completing the programme, attention is drawn to the importance of meeting agreed deadlines and ensuring that where work is completed and access is to be granted to finishing and room fitting trades, all pipe work has been vacuum tested and has maintained the imposed vacuum for a period of not less than 24 hours.

**FIRE BOOSTER PUMP HOUSE**

- Submit project schedule (Gantt Chart)
- Material Specifications and Certification if Applicable
- Submit Risk Assessment and Mitigation Plan
- Site Assessment, establishment and delivery of materials
- Supply and install a new heat exchanger and associated components
- Draining of water tank 1 and removal of damaged isolation valve, replacement of rusted section of the pipe with a new galvanised pipe complete with new isolation valve.
- Supply and install new sight glass
- Replace section of the pipe on the diesel engine near the strainer including replacement of the Y-strainer
- Drain down jockey pump supply line and replace rusted section of the pipe
- Supply and install new 250mm isolation valve including flanges and bolts on delivery line
- Partial handover process (beneficial occupation)
- Snagging and final Completion inspections
- Setting into operation
- Hand over to Client

**The Contractor’s Personnel**

A schedule of key personnel to this Contract will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Project Manager. The Project Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the contractor’s responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor’s responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have personal access permit to access the site.

The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the tender price in this regard.

The Contractor must ensure that he/she is, at all times, familiar with ACSA’s safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Parking permit	All vehicles allowed to enter the secured parking	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security

Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

### ***Subcontracting***

Should any part of the works be subcontracted, the Contractor is solely responsible for all Works as if it was done so by the Contractor.

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless prearranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

### **Insurance provided by the *Employer***

The Employer will provide the following insurances whilst the Contractor will be responsible for the excess

### **Provision of bonds and guarantees**

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

### **Records of Defined Cost, payments & assessments of compensation events to be kept by the *Contractor***

The Contractor's defined costs are stated in the Bills of Quantities as well as the fee and hourly rates.

### **Training workshops and technology transfer**

The Contractor will allow for training of the ACSA appointed personnel in the correct operation and maintenance of the fire and evacuation systems (ACSA staff and contractor employed by ACSA for the operation and/or maintenance of fire systems). The Contractor shall use only competent staff to carry out training and where a company has been specified to carry out commissioning the same company must be used by the Contractor to carry out Operation and Maintenance Training.

In broad terms training must cover the same subject contents in the Operating and Maintenance Manuals in sufficient detail for the staff to be able to perform all the required adjustments and operations without third party assistance. The training should aim at aiding the ACSA maintenance team to be able to independently conduct routine preventative maintenance, inspections and troubleshooting on the system installed

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

### ***Employer's design***

#### 4.1. Applicable Standard Specifications

Unless otherwise specified the work complies with the following standard specifications:

SANS Standard Specifications:

- SANS 10400 The Application of the National Building Regulations
- SANS 10400 The application of the National Building Regulations Part T: Fire Protection
- SANS 10142 The wiring of premises
- SANS 10252 Water supply and drainage for buildings
- SANS 14788 Continuous hot-dip zinc-5 % aluminium alloy coated steel sheet

ISO Standard Specifications:

- ISO 965 ISO general purpose metric screw threads
- ISO 1461 Hot dip galvanized coatings on fabricated iron and steel articles
- ISO 3575 Continuous hot-dip zinc-coated carbon steel sheet of commercial and drawing qualities
- ISO 14713 Zinc coatings - Guidelines and recommendations for the protection against corrosion of iron and steel in structures

National Regulations and Specifications:

- The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- The Fire Brigade services Act 1993 Act 99 of 1987 as amended,
- The Electricity Act 1984 (Act 41 of 1984) as amended and
- The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,

#### 4.2. Scope of Work

This project involves the replacement and partial refurbishment of the Fire Mains Ring Hydrant System, including mechanical upgrades and infrastructure repairs to restore the system's operational integrity, safety, and compliance with SANS and fire protection standards.

##### 1. Scope of works Components

Project planning and documentation

Submit a detailed project schedule in the form of a Gantt Chart outlining the start and completion dates for each task, dependencies and milestones

Material specifications and Certifications must be submitted for all critical system components (e.g Valves, pipes, heat exchanger and sight glass) indicating compliance with SANS, ISO or any equivalent standards

Provide a Risk Assessment and Mitigation Plan, addressing occupational safety, environmental risks, system integrity, and impact on operational continuity.

##### 2. Site Preparation

Conduct a site assessment prior to commencement to verify measurements, connection points, access limitations, and any unforeseen conditions.

Mobilize equipment, establish the site, and coordinate the delivery and secure storage of all materials and components.

### **3. Mechanical Works**

Heat Exchanger Replacement

Supply and install a new heat exchanger suitable for fire system application, including all associated connections, mounts, and fittings.

### **4. Water Tank 1 Refurbishment**

Drain Water Tank 1 safely and responsibly

Remove the damaged isolation valve and dispose of per applicable regulations.

Replace the rusted section of the associated pipe with a new galvanised pipe, complete with a new Isolation valve.

Ensure leak testing and pressure validation after installation.

### **5. Sight Glass Installation**

Supply and install a new sight glass on the fire water system, ensuring visibility, durability, and alignment with system pressure ratings.

### **6. Diesel Engine Pipe Section Replacement**

Remove and replace the corroded pipe section located near the diesel engine strainer.

Replace the existing Y-strainer with a new, certified unit.

Conduct pressure and leak testing after installation.

### **7. Jockey Pump Line Repair**

Drain the jockey pump supply line and replace the rusted pipe section.

Reconnect, pressure test, and recommission the system to ensure performance and safety.

### **8. Isolation Valve on Delivery Line**

Supply and install a new 250mm isolation valve on the fire main delivery line, including:

- Flanges
- Bolts and gaskets
- Proper torque tightening and sealing
- Ensure alignment and compatibility with the existing pipeline system.

### **9. System Testing and Commissioning**

Perform pressure testing, functionality checks, and visual inspections on all newly installed components.

Ensure full system integrity and compliance with operational parameters before handover.

Submit test reports and commissioning certificates.

## 10. Deliverables

Gantt Chart (Project Schedule)

Material Specifications & Certifications

Risk Assessment & Mitigation Plan

Site Assessment Report (Pre-commencement)

Inspection, Testing & Commissioning Reports

As-Built Drawings (if applicable)

Final Completion Report

## 11. Safety and Compliance

All work must comply with:

- SANS 10400-T, SANS 10287, ASME Codes and relevant mechanical piping standards
- OHSA (Occupational Health and Safety Act)
- Applicable fire protection regulations and airport operational safety protocols

## 5. Procurement

### Personnel:

#### Minimum requirements of people employed on the Site

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless prearranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

## 6. Construction

### Temporary works, Site services & construction constraints

The Contractor is only permitted to work on the airside during times when the airport is not in operation. The contractor is permitted to work on the land side subject to ACSA's restrictions where these are imposed so as not affect the Terminal operation or any other airport function.

### **Employer's Site entry and security control, permits, and Site regulations**

Any work on the airside is subject to the Contractor 's staff being permitted to work on the airside after AIT certification.

Any work on the landside is subject to a programme agreed with ACSA.

All of the Contractor's staff wears safety clothing with clear identification

### **Restrictions to access on Site, roads, walkways and barricades**

Parking and access on site is agreed with ACSA after appointment of the Contractor.

Access and access times to the airside are subject to prior agreement with ACSA

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

Access and working hours restriction are as agreed with ACSA

### **Title to materials from demolition and excavation**

All materials and equipment removed from any installation are the property of ACSA and are handed back to ACSA. If ACSA does not require further use of any materials or equipment removed, ACSA instructs the Contractor to dispose of the materials and equipment and where applicable to provide a disposal certificate.

**Contractor's Equipment**

The Contractor uses only his own equipment which is in a suitable condition for use in the application where it is to be used.

**Equipment provided by the Employer**

The Employer does not provide any equipment. All equipment is provided by the Contractor

**Site services and facilities provided by the Employer**

The Employer does not provide any services or facilities save single phase power from available points.

**Facilities provided by the Contractor**

Not applicable

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

The Contractor arranges inspection of existing premises and supplies condition reports for approval by the Project Manager and Supervisor prior to commencing any work in the specific premises

**Setting out of the works**

Not applicable

**Site conditions and requirements**

The Contractor is mindful that his work is undertaken in a working airport and interference with any airport systems is not permitted as it is likely to endanger the safety of passengers in transit.

**Construction requirements**

The Contractor is required to commence and complete each autonomous section in the shortest possible time as incomplete work affects the Terminal operation

**Completion, testing, commissioning and correction of Defects**

Refer to testing and commissioning

**Work to be done by the Completion Date**

All work to be done by the Contractor is completed by the Completion Date

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

**Use of the works before Completion has been certified**

Use of portions of the works of the works before Completion is agreed by the Contractor with the Project Manager.

Sectional Completion is possible and is dependent on the programme agreed with the Project Manager.

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

Name of Organisation: <b>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED          KING PHALO AIRPORT</b>
Physical Address: <b>King Phalo Airport          66 Settlers Way,          East London,          Eastern Cape, 5201</b>

**Hereinafter referred to as “Client”**

Name of organisation:
Physical Address:

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

**MANDATORY'S MAIN SCOPE OF WORK****GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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

**THE UNDERTAKING**

The Mandatory undertakes to comply with:

**INSURANCE**

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

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

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

1. All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatory 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.
4. 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.
5. The Mandatory shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatory shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatory to his/her employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatory or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatory to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatory and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatory shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatory shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatory shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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

**ACCEPTANCE BY MANDATORY**

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 MANDATORY  
(Warrant his authority to sign)

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
DATE

## ANNEXURE B:

## ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>• The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>• Contractors must keep on file:               <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>

<p><b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b></p>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<p><b>Water and Energy Consumption</b></p>	<p>ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.</p>
<p><b>Training &amp; Awareness</b></p>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

**Penalties**

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, ..... of ..... agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: .....