AIRPORTS COMPANY SOUTH AFRICA

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER BID NUMBER: KSIA8364/2026/RFP

TITLE OF PROJECT: THE PROCUREMENT OF A PRINCIPAL CONTRACTOR FOR THE REFURBISHMENT OF SLIDING DOORS AT KING SHAKA INTERNATIONAL AIRPORT

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at KING SHAKA INTERNATIONAL AIRPORT

(Registration Number : 1993/004149/30)

and **[ ]**

(Registration Number : _____)

for **REFURBISHMENT OF SLIDING DOORS**

Contents:

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Scope of Works

Part C4 Site Information

Part C5 Annexures

AIRPORTS COMPANY SOUTH AFRICA

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: **REFURBISHMENT OF SLIDING DOORS AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF 20 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		
For the Bidder:		
	(Insert name and address of organisation)	
Name & signature of witness		Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer

.....

(Insert name and address of organisation)

Name & signature of witness .....

Date .....

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

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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** King Shaka International Airport King Shaa Drive La Mercy 4407	
Name & Signature of witness	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
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
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	**B: Priced contract with Bill of Quantities** **W1: Dispute resolution procedure**
	Secondary Options (incorporating amendments)	**X7: Delay damages** **X16: Retention** **X18: Limitation of liability** **Z: Additional conditions of contract** of the NEC3 Engineering and Construction Contract, April 2013
10.1	The *Employer* is (Name)	Airports Company South Africa SOC Limited, Applicable KING SHAKA INTERNATIONAL AIRPORT
	Address	Airports Company South Africa SOC Limited King Shaka Drive, La Mercy, 4407
	Telephone Fax	(032) 436 6000
10.1	The *Project Manager* is	TBC
	Address	King Shaka Drive, La Mercy, 4407
	Telephone E-mail address	
10.1	The *Supervisor* is	TBC

	Address	King Shaka Drive, La Mercy, 4407
	Telephone Email	
11.2	The *works* are	REFURBISHMENT OF SLIDING DOORS AT KING SHAKA INTERNATIONAL AIRPORT FOR PERIOD OF 24 MONTHS
11.2	The following matters will be included in the Risk Register	• Availability of As-Built information • Access to Site • Site Constraints and Constructability
11.2	The *Works Information* is in	Part C3 'Scope of Works' section of this contract
11.2	The *Site Information* is in	Part C4 'Works Information' section of this contract
11.2	The *boundary of the site* is	Airside and Landside of KSIA
12.2	The *law of the contract* is the law of	the Republic of South Africa
13.1	The *language of this contract* is	English
13.3	The *period of reply* is	Seven (7) days
3	**Time**	
31.2	The *starting date* is	**Upon signing of Contract by ACSA**
11.2	The *completion date* is	Twenty (20) months from starting date
30.1	The *access date* is	After approval of the safety file
31.1	The *Contractor* submits a first (preliminary) programme with the tender by the tender closing date	Two (2) weeks after kick-off meeting
32.2	The *Contractor* submits revised programmes at intervals no longer than	Four (4) weeks
35.1	The *Employer* is not willing to take over the works before the *completion date*	The *Employer* and Others will have access to the *works* during construction or prior to completion. Such access by the Employer and Others shall not relieve the *Contractor* from liability for the completion of the *works* in accordance with the Works Information and in terms of this contract.

4	**Testing and Defects**	
42.2	The *defects date* is	Twelve (12) months after Completion of the whole of the *works*
43.2	The *defects correction period* is	Two (2) weeks
5	**Payment**	
50.1	The *assessment interval* is	Two (2) weeks
50.1	The *currency of this contract* is the	South African Rand
51.2	The period within which payment is made is	Four (4) weeks after receipt of a valid Tax invoice.
6	**Compensation events**	
60.1	The *weather measurements* to be recorded for each calendar month are	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius
60.1	The place where weather is to be recorded (on the Site) is	At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose
60.1	Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are	<table><tr><td>Month</td><td>Days</td><td>Month</td><td>Days</td></tr><tr><td>January</td><td>15</td><td>July</td><td>2</td></tr><tr><td>February</td><td>12</td><td>August</td><td>4</td></tr><tr><td>March</td><td>10</td><td>September</td><td>5</td></tr><tr><td>April</td><td>10</td><td>October</td><td>12</td></tr><tr><td>May</td><td>5</td><td>November</td><td>15</td></tr><tr><td>June</td><td>3</td><td>December</td><td>15</td></tr></table>
7	**Title**	No data required for this section of the *conditions of contract*
8	**Risks and Insurance**	
84.1	The *Employer* provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data
84.2	The *Contractor* provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	**Termination**	No data required for this section of the *conditions of contract*

10	**Data for Main Options**	
B	Priced contract with Bill of Quantities	Bill of Quantities included
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The *Adjudicator nominating body* is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The *tribunal* is	Arbitration
W1.4	If the *tribunal* is arbitration, the arbitration procedure is	The *arbitration procedure* 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 *Arbitrator* 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.
12	**Data for Secondary Option Clauses**	
X7	**Delay Damages**	
	Delay damages of the *works* are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
X16	**Retention**	
X16.1	The *retention percentage* is	5% of the Contract value.
X18	**Limitation of Liability**	
X18.1	The *Contractor*'s liability to the *Employer* 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 *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	Total of the losses incurred and/or repairs to the damages caused

X18.3	The *Contractor's* total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The e excluded matters are amounts payable by the Contractor as stated in this contract for - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the *works*, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
Z	**The *Additional conditions of contract* are**	**Z1 – Z20**
	Amendments to the Core Clauses	
Z1	**Interpretation of the law**	
Z1.1	**Add to core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* 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.	
Z2	**Providing the Works:**	
Z2.1	**Delete core clause 20.1 and replace with the following:** The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose	
Z3	**Other responsibilities:**	
Z3.1	**Add the following at the end of core clause 27:** The *Contractor* 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	

Z3.2	The *Contractor* shall be responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* shall be rectified by the *Contractor* at the *Contractor's* own costs.
Z4	**Extending the defects date:**
Z4.1	**Add the following as a new core clause 46:** If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*
Z4.2	If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced
Z4.3	The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data
Z5	**Termination**
Z5.1	**Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated or steps are taken to initiate business recue proceedings"**.**
	Amendment to the Secondary Option Clauses
Z6	**Performance Bond (N/A)**
Z6.1	**Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure C.ii of this Contract Data.
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 specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period.* If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security
Z7	**Limitation of liability:**
Z7.1	**Insert the following new clause as Option X18.6:** 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.
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.
Z11	**Confidentiality**
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.

Z12 *Employer*'s Step-in rights

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.

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

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.

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

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

Z17 Notification of a compensation event

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

Z18 BBBEE Certificate

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

Z19 Communication

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

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

Z20 Delegation

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

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

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PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

Part C1: Agreements and Contract Data

C1.3: Form of Guarantee

PRO FORMA FOR PERFORMANCE BOND (NOT APPLICABLE)

PERFORMANCE BOND

[TO BE REPLICATED ON BANK'S LETTERHEAD]

Brief description of contract……..

Name and address of Beneficiary.....

…….. (whom the contract defines as the Contractor).

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

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

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

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

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

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

Signed at _____ on _____20….

For:
Registration Number:

_____

Name & Position

As witnesses:

1. _____

2. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: **AIRPORTS COMPANY SOUTH AFRICA** **KING SHAKA INTERNATIONAL AIRPORT**
Physical Address: **Airport Company South Africa** **King Shaka Drive, La Mercy, 4407**

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

AIRPORTS COMPANY SOUTH AFRICA

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. "Mandatary" 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. 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 Mandatary 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 Mandatary 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 Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
   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 Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

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

_____ _____

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

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

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

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

AIRPORTS COMPANY SOUTH AFRICA

PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option B

Pricing Assumptions

1. The Contract Data, Scope of Work, drawings and any other documents mentioned or referred to are to be read in conjunction with the BOQ.
2. The pricing schedule as completed by the Tenderer shall be VAT Exclusive prices and shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as sick-leave, other leave, brackets, fixings, incidentals etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
3. The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the particular document.
4. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
5. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
6. The Contractors shall note that provisional sum this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
7. “Foreign” shall mean the CIF (Cost, Insurance and Freight) value.
8. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will be adhered to.
9. All provisional sums and contingency amounts shall be expended as directed by the Project Manager and any balance remaining shall be deducted from the amount of the contract sum.
10. All items described as “provisional” shall be measured as executed and paid for according to prices in the BOQ and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Project Manager.
11. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

Note:

Permits:
Please note that before working at King Shaka International Airport, all personnel (all members of the contractor team, both from the main contractor and sub-contractor’s) will be required to be in possession of an ACSA permit.

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

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.

AIRPORTS COMPANY SOUTH AFRICA

BILL OF QUANTITY

PART 01: PRELIMINARY AND GENERAL

ITEM NO	DESCRIPTION	UNIT OF MEASURE	QTY	RATE PER UNIT	TOTAL AMOUNT
1.1	Site Establishment and de-establishment	SUM	01		
1.2	Tools, Equipment, Barricades	SUM	01		
1.3	Health, Safety and Environmental Compliance (Provision for Personal Protective Equipment (PPE), Safety file, Risk assessment)	SUM	01		
1.4	Access on site: Training, induction, permit	Prov. Sum	01	R25 000.00	R25 000.00
1.5	Vehicle Access Requirements (Amber Strobe Light, Reflective Strip, decals)	Prov. Sum	01	R10 000.00	R25 000.00
	Part 1: Preliminary and General Sub-total (Excluding VAT)				

PART 2: SLIDING DOORS REFURBISHMENT WORKS

ITEM NO	DESCRIPTION	MATERIAL/SERVICE	UNIT	QTY	RATE PER UNIT	TOTAL AMOUNT
2.1	**Refurbishment of Passenger Departure Drop Off zone 1, 1A, 2, 2A, 3 & 3A Sliding Doors**					
2.1.1	Replacement wheel kit for trolleys	Complete Unit	Set	06		
2.1.2	Replacement track insert	Complete Unit	No	06		
2.1.3	Replacement of main drive belt	Complete Unit	No	06		
2.1.4	Replacement of idler pulley	Complete Unit	No	06		
2.1.5	Replacement of Sliding door drive control Type 2401	Complete Unit	Set	06		
2.1.6	Complete replacement of activation and safety sensors	Complete Unit	Set	12		
2.1.7	Testing and Commissioning of sliding door	Complete Unit	No	06		

ITEM NO	DESCRIPTION	MATERIAL/SERVICE	UNIT	QTY	RATE PER UNIT	TOTAL AMOUNT
2.2	**Refurbishment of Passenger Arrivals next Woolworth Sliding Door**					
2.2.1.	Replacement of wheel kit for trolleys	Complete Unit	Set	01		
2.2.2	Replacement of track insert	Complete Unit	No	01		
2.2.3	Replacement of main drive belt	Complete Unit	No	01		
2.2.4	Replacement of idler pulley	Complete Unit	No	01		
2.2.5	Replacement of Sliding door drive control - Type 2401	Complete Unit	Set	01		
2.2.6	Complete replacement of activation and safety sensors	Complete Unit	Set	02		
2.2.7	Testing and Commissioning of sliding door	Complete Unit	No	01		
2.3	**Refurbishment of Passenger Arrivals next ATMs Hall Sliding Door**					
2.3.1.	Replacement Wheel kit for trolleys	Complete Unit	Set	01		
2.3.2	Replacement track insert	Complete Unit	No	01		
2.3.3	Replacement Main drive belt	Complete Unit	No	01		
2.3.4	Replacement Idler pulley	Complete Unit	No	01		
2.3.5	Replacement of sliding door drive control – Type 2401	Complete Unit	No	01		
2.3.6	Complete replacement of activation and safety sensors	Complete Unit	No	02		
2.3.7	Testing and Commissioning of sliding door	Complete Unit	No	1		
2.4	**Refurbishment of Multistore Parking (MSP) Sliding Door**					
2.4.1.	Replacement Wheel kit for trolleys	Complete Unit	Set	01		
2.4.2	Replacement track insert	Complete Unit	No	01		
2.4.3	Replacement Main drive belt	Complete Unit	No	01		

ITEM NO	DESCRIPTION	MATERIAL/ SERVICE	UNIT	QTY	RATE PER UNIT	TOTAL AMOUNT
2.4.4	Replacement Idler pulley	Complete Unit	No	01		
2.4.5	Replacement Sliding door drive control Type 2401	Complete Unit	Set	01		
2.4.6	Testing and Commissioning of sliding door	Complete Unit	No	01		
2.5	**Refurbishment of Multistorey Office (MSO) Sliding Door**					
2.5.1.	Replacement of wheel kit for trolleys	Complete Unit	Set	01		
2.5.2	Replacement of track insert	Complete Unit	No	01		
2.5.3	Replacement of main drive belt	Complete Unit	No	01		
2.5.4	Replacement of idler pulley	Complete Unit	No	01		
2.5.5	Replacement of sliding door drive control - Type 2301	Complete Unit	Set	01		
2.5.6	Testing and commissioning of sliding door	Complete Unit	No	01		
2.6	**Refurbishment of Passenger Arrival Domestic Bus Gate Sliding Door**					
2.6.1.	Replacement of wheel kit for trolleys	Complete Unit	Set	01		
2.6.2	Replacement of track insert	Complete Unit	No	01		
2.6.3	Replacement of main drive belt	Complete Unit	No	01		
2.6.4	Replacement of idler pulley	Complete Unit	No	01		
2.6.5	Replacement of sliding door drive control - Type 2401	Complete Unit	Set	01		
2.6.6	Replacement of locking mechanism	Complete Unit	No	01		
2.6.7	Testing and commissioning of sliding door	Complete Unit	No	01		

ITEM NO	DESCRIPTION	MATERIAL/SERVICE	UNIT	QTY	RATE PER UNIT	TOTAL AMOUNT
2.7	**Refurbishment of Passenger Arrival International bus gate Sliding Door**					
2.7.1	Replacement of wheel kit for trolleys	Complete Unit	Set	01		
2.7.2	Replacement of track insert	Complete Unit	No	01		
2.7.3	Replacement of main drive belt	Complete Unit	No	01		
2.7.4	Replacement of idler pulley	Complete Unit	No	01		
2.7.5	Replacement of sliding door drive control - Type 2401	Complete Unit	Set	01		
2.7.6	Replacement of locking mechanism	Complete Unit	No	01		
2.7.7	Testing and commissioning of sliding door	Complete Unit	No	01		
2.8	**Refurbishment of Domestic and International Departure Bus Gate A1, A2, A3, A4, A5, A6 & A7 Sliding Doors**					
2.8.1	Replacement of wheel kit for trolleys	Complete Unit	Set	07		
2.8.2	Replacement of track insert	Complete Unit	No	07		
2.8.3	Replacement of main drive belt	Complete Unit	No	07		
2.8.4	Replacement of idler pulley	Complete Unit	No	07		
2.8.5	Replacement of sliding door drive Control -Type 2301	Complete Unit	Set	07		
2.8.6	Replacement of locking mechanism	Complete Unit	No	07		
2.8.7	Testing and commissioning of sliding door	Complete Unit	No	07		
2.9	**Refurbishment of Passenger Arrivals next to Exclusive Books Left & Right sliding doors**					
2.9.1	Replacement of wheel kit for trolleys	Complete Unit	Set	02		
2.9.2	Replacement of track insert	Complete Unit	No	02		
2.9.3	Replacement main drive belt	Complete Unit	No	02		

ITEM NO	DESCRIPTION	MATERIAL/ SERVICE	UNIT	QTY	RATE PER UNIT	TOTAL AMOUNT
2.9.4	Replacement of idler pulley	Complete Unit	No	02		
2.9.5	Replacement of sliding door drive control -Type 2301	Complete Unit	Set	02		
2.9.6	Complete replacement of activation and safety sensors	Complete Unit	No	04		
2.9.7	Testing and commissioning of sliding door	Complete Unit	No	02		
2.10	**Refurbishment of International Meeters & Greeters 1 and 2 and Domestic Meeters & Greeters 1 and 2 Sliding Doors**					
2.10.1	Replacement of wheel kit for trolleys	Complete Unit	Set	04		
2.10.2	Replacement of track insert	Complete Unit	No	04		
2.10.3	Replacement of main drive belt	Complete Unit	No	04		
2.10.4	Replacement of idler pulley	Complete Unit	No	04		
2.10.5	Replacement of sliding door drive control -Type 2401	Complete Unit	Set	04		
2.10.6	Testing and commissioning of sliding door	Complete Unit	No	04		
2.11	Replacement of sliding doors drive control – type 2401	Complete Units	No	5		
2.12	Replacement of sliding doors drive control – type 2401	Complete Units	No	5		
2.13	Replacement of sliding door drive control - Type 2301	Complete Unit	Set	14		
2.14	Testing and commissioning of sliding door – type 2301	Complete Unit	No	14		
2.15	Other maintenance and repairs	-	Prov. Sum	01	R500 000.00	R500 000.00
3	**DOCUMENTATION**					
3.1	Handover Documentation OEM Service Manuals, Operational Manuals, Maintenance Manuals & Drawings	SUM	01			

PRICING SUMMARY	AMOUNT
1 – PRELIMINARY AND GENERAL	R
2 –REFURBISHMENT OF SLIDING DOORS	R
3 - DOCUMENTATION	R
Total [A]	**R**
10% Contingency [B]	**R**
Total Excl. VAT [A+B]	**R**
VAT @ 15%	**R**
Form of offer Total Incl. VAT	**R**

MARK-UP ON 3rd PARTY ITEMS
Bidder to indicate mark-up:

Mark up on bought out items: _____%

LABOUR RATES (Ad hoc Works)

Bidders to provide following labour rates that will be applied to ad hoc works.

This is not to be included in the Pricing Schedules.

All rates to exclude vat. Subject to agreement between the Employer and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

The contractor will be compensated according to the contractor's repair rate provided in the table below and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control.

Item	Description	Normal Working Hours (R/hour) 08:00 – 17:00	After hours (R/hour)		
			Weekday 22:00 - 06:00	Saturday	Sunday / Public Holiday
1	Millwright				

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	
C3.1	*Employer*'s Works Information	34
	Total number of pages	

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C3.1: EMPLOYER'S WORKS INFORMATION

Service Information

The objective of the project is to source a service provider for the refurbishment of sliding doors to ensure reliability, availability and improve efficiency of the access and security system. Refurbishment of sliding doors key components, testing and commissioning.

The Contractor will refurbish at King Shaka International Airport that are mainly located on both landside and airside of the airport precinct. The Contractor will be appointed directly by Airports Company South Africa

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
KSIA	King Shaka International Airport
PLC	Programmable Logic Controller
SCADA	Supervisory Control and data Acquisition
ISO	International Organisational Standard
OHS	Occupational Health and Safety
EMS	Environmental Management Systems

Description of the Works

This Scope of Work outlines the activities required for the refurbishment of automatic sliding door systems installed King Shaka International Airport. The refurbishment aims to restore optimal performance, ensure compliance with safety standards, and enhance reliability through the refurbishment and replacement of key components, including door tracks, and control systems.

Objectives

- To refurbish and modernize existing automatic sliding doors for improved functionality and safety.
- To remove worn components and install new, compliant parts with minimal disruption to daily operations.
- To enhance the longevity and reliability of the entrance system.

Scope of Work

The appointed contractor shall perform the following:

- Site Preparation and Safety Compliance
- Conduct site assessment to determine exact specifications and requirements.
- Disconnect existing power supply to the automatic door system.
- Carefully remove existing automatic parts to be replaced
- Dismantle and remove all associated hardware, including door tracks, rollers, and sensors.
- Remove existing door control systems (motors, sensors, and control boards).
- Ensure proper disposal of all dismantled components in accordance with environmental regulations.

Supply and Installation

Supply new automatic sliding door control unit, including:

- Brushless DC motor
- Control board with programmable settings
- Infrared or radar-based motion sensors
- Safety beams
- Supply and install new aluminium or steel door tracks compatible with the new system.
- Calibrate the automatic door system to required opening/closing speeds and sensitivity settings.
- wheel kit for trolleys
- Track insert
- Main drive belt
- Idler pulley

Testing and Commissioning

- Conduct operational testing of all components.
- Verify sensor responsiveness, door alignment, and emergency fail-safe features.
- Commission system and hand over with user manual and system settings documentation.

Deliverables

- Fully functional automatic sliding door system with new control units and tracks.
- Maintenance and operation manuals, close out report, workmanship warranty, data sheet

Hours

- Normal Working Hours for this contract: 22h00-04h00
- Airport Operating Hours: 04:30 – 22:30

LOCATION OF WORKS

The Works are located at King Shaka International Airport at:

Mostly in restricted and access-controlled areas. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

KSIA is seeking the service by a service provider that will be fully responsible for meeting all requirements in this document regarding the Works.

The Contractor shall comply with all applicable laws, rules and regulations including without limitation of the following.

- The Environmental Conservation Act 73 of 1989
- Environmental Management Systems: ISO 14001
- Air Traffic and Navigation Services Company Act, No.45 of 1993
- Airports Company Act, No.44 of 1993
- Aviation Act, No.74 of 1962
- Aviation Laws Amendment Act, No 82 of 1997
- Carriage by Air Act, No.17 of 1946
- Civil Aviation Offences Act, No.10 of 1972
- South African Civil Aviation Authority Act, No.40 of 1998
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996

The ACSA Permit regulations

Property and / or Utilities etc. provided by ACSA for the Service Provider's Use

List all items to be provided by the employer / client (ACSA) and/or others for the service provider's use.

- Airport layout and electrical drawings
- SCADA and PLC information
- Related system's operating manual
- Access to site

PLANNING AND PROGRAMMING

Contract documents- to be provided by employer

Purchase order- to be provided by employer

Meeting venues – to be provided by employer

Parking – to be provided by employer

MEETINGS, MANAGEMENT AND OTHER

Project progress meetings will be held throughout the project life cycle.

1. Contract Management

Management meetings[1]

Project progress meetings will be held throughout the project life cycle. The *Contractor* will be expected to attend meetings relating to the project 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.

Health and safety risk management

(i) The Project Manager shall be entitled to fine the *Contractor* low service damages 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.

(ii) The Contractor shall be fully 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.

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

(iv) All persons on company premises shall obey all health and safety rules, procedures, and practices. 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.

(v) 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.

(vi) 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:

[1] **The information in this section is required by the contract. Do not delete.**

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

(vii) 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.

(viii) 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.

(ix) 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.

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

(xi) 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.

(xii) 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 costs 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.

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

(xiv) At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. In cases where the project is for the replacement or refurbishment of the Sprinkler System, care must be taken to prevent fire hazards.

(xv) The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Project Manager). All costs relating to uniforms shall be for the Contractor's account.

Environmental constraints and management

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

At no time, shall the Contractor:

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

Quality assurance requirements

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

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

Programming

The *Contractor* shall provide the project schedule to the Project Manager, detailing all key dates to the projects, i.e., forecast start, forecast finish etc.

The *Contractor*'s Personnel

Key Personnel (Minimum):
1 X Instrumentation Technician
1 X Millwright

Insurance provided by the *Employer*

See C1.5 ACSA Insurance Clause

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*

Invoices shall be supplied on email as electronic copies to the Project manager. Payments to be made upon proven costs and work completed as per the bill of quantities.

Training workshops and technology transfer

Technology Transfer: transferring new knowledge and technology developed at the through the installation of the new Fuel Detection System to the *Employer* (ACSA) who can realise value from them by making them available to the facility custodians for operations.

Transfer of Information (*Contractor* to *Employer*) and Basic Training to use the system is required at commissioning and handover

2. Engineering and design of the *works*

Employer's design

N/A

Parts of the *works* which the *Contractor* is to design[2]

N/A

Procedure for submission and acceptance of *Contractor*'s design

N/A

Use of *Contractor*'s design

Programming and Linking the new units to the existing SCADA through PLC

Equipment required to be included in the *works*[3]

Contractor to supply own tools and equipment required to execute the works.

As-built drawings, operating manuals and maintenance schedules

Handover Documentation OEM Service Manuals, Operational Manuals, Maintenance Manuals, calibration certificate, guarantees and warrantees & Drawings will be submitted and approved by the *Project Manager* prior to acceptance.

[2] The information in this section is required by the contract. Do not delete.
[3] The information in this section is required by the contract. Do not delete.

3. Procurement

The Contractor will respect OEM warrantees to the Employer always when procuring spare parts, products, or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always.

Where the Contractor uses or quotes on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Project Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement of sprinkler system and/or other equipment or spares.

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

Personnel:

Minimum requirements of people employed on the Site

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Project Manager at commencement of this Contract. This will, as a minimum, include all persons from technician 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. As required by core clause 24.1

Subcontracting

No part of this Contract may be subcontracted unless with written approval from the *Employer*. the *Employer* shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the *Contractor* will be responsible for all Works (or failure to affect the Works) as if it were done so by the *Contractor*.

4. Construction

The *Contractor* must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer's business. Therefore, within reason and with prior arrangement with the *Contractor*, the Employer might require the following from time to time:

- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Communicating with current service provider in order to reduce risk to passenger loading bridges
- Providing access to other contractors
- Removing scrap from site
- Recommending improvements on maintenance procedures
- Safe / legal disposal of used and irreparable spares

The Project Manager may instruct operational and works procedures to the *Contractor* as might be required from time to time. The *Contractor* will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

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

The *Contractor* shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The *Contractor* must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits 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 the Employer if 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
Basement Parking permit	All vehicles allowed to enter the delivery basement	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

Equipment provided by the *Employer*

The Employer is in under no obligation provide any equipment for the contractor the contractor is to provide their own tools and equipment to execute the works.

Site services and facilities provided by the *Employer*[4]

Employer will provide Access to site , Airport layout and electrical drawings,
Related system's operating manual, power, water and ablutions,

site conditions and requirements

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

At no time, shall the *Contractor*:

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

The *Contractor* will be required to do housekeeping and will be required to clear site and dispose of old material.

Construction requirements

Installation and decommissioning procedure to be provided by the *Contractor* and approved by the *Employer (Project Manager)*. The program to clearly show sequence of activities, timelines, and resource allocations.

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date[5]

All work is to be done by the Contractor shall be completed by the Completion Date as per the program of activities as agreed by the *Contractor* and *Project Manager*.

[4] The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable', but ALWAYS state "the Contractor shall provide everything else necessary for Providing the Works".
[5] The information in this section is required by the contract. Do not delete.

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

Use of the *works* before Completion has been certified[6]

N/A

Materials facilities and samples for tests and inspections

N/A

Commissioning

To be conducted after installation and successful testing of the system.

Start-up procedures required to put the *works* into operation

Contractor to submit methodology to Project Manager for Approval of start-up procedures.

Take over procedures

Final handover from the *Contractor* to the *Project Manager* to be done once all the works have been completed as per the Scope of Works and agreed upon.

Access given by the *Employer* for correction of Defects[7]

Permit approvals will be arranged by the *Employer* for defects that need to be resolved by the *Contractor*.

Performance tests after Completion

Contractor to submit methodology to Project Manager (prior to installation) for Approval of Testing procedures

Operational maintenance after Completion

N/A

[6] The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.
[7] The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.

5. Plant and Materials standards and workmanship

Plant & Materials provided “free issue” by the Employer

Site clearance/Grass Cutting

6. List of drawings – Not Applicable

PART C4: SITE INFORMATION

King Shaka International Airport
King Shaka Drive
La Mercy
4407

Landside & Airside

LOCATION OF WORKS

The Works are located at King Shaka International Airport at:

Mostly in restricted and access-controlled areas. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

PART C5: ANNEXURES

ANNEXURE A: TECHNICAL SPECIFICATIONS

- **Drive type:** Electromechanical direct drive
- **Motor:** AC gearless synchronous motor
- **Controller:** Micro Controller Unit 32-bit control system
- **Communication Interfaces:** LIN Bus, CAN Bus, RS232
- **Protection class:** IP65 versions
- **Operating temperature:** -20°C to +50°C
- All material to be supplied for sliding doors should be suitable for heavy duty and high traffic environment

ANNEXXURE B: SLIDING DOORS SIZES AND DRIVE CONTROL TYPE

NO	LOCATION	QTY	SIZE (WIDTH X HEIGHT)	DRIVE CONTROL TYPE
1	TMB Exclusive Books	2	235mm x 237mm	2401
2	TMB Drop-off	6	240 mm x 220cm	2401
3	TMB Banking Hall	1	370 mm x 237 mm	2401
4	TMB Domestic Meeters and Greeters	2	203cm x 220 mm	2401
5	TMB International Meeters and Greeters	2	205 mm x 223 mm	2401
6	TMB Entrance by Woolworths	1	305 mm x 237cm	2401
7	Multistorey Office (MSO)	1	210 mm x 258cm	2301
8	Charlie bridges	8	140 mm x 214 mm	2301
9	Multistore Parking (MSP)	1	248mm x 238mm	2401
10	International Arrival Bus Gate	1	300mmx 230mm	2401
11	Domestic Arrival Bus Gate	1	227mm x 227mm	2401
12	International and Domestic Bus Gate	7	178 mm x 244 mm	2301
13	SARS next to Scanner	1	230cm x238cm	2401
14	SARS Baggage Check 01	1	220cm x 240cm	2401
15	SARS Baggage Check 02	1	220cm x 240cm	2401
16	SARS Passage International	1	243cm x 227cm	2401
17	SARS Front Area	1	200cm x 222cm	2401
18	Inside Terminal Building Sliding Doors	14	-	2301