AIRPORTS COMPANY SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: FOR THE SERVICE PROVIDER TO DRILL AND TEST AN AIRSIDE BOREHOLE WITHIN THE AIRSIDE OF THE AIRPORT RFQ30438

TITLE OF PROJECT: REQUEST FOR BIDS FOR THE SERVICE PROVIDER TO DRILL AND TEST AN AIRSIDE BOREHOLE WITHIN THE AIRSIDE OF THE AIRPORT 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 **FOR THE SERVICE PROVIDER TO DRILL AND TEST AN AIRSIDE BOREHOLE WITHIN THE AIRSIDE OF THE AIRPORT**

Contents: **No of pages**

Part C1	Agreements & Contract Data	[●]
Part C2	Pricing Data	[●]
Part C3	Scope of Works	[●]
Part C4	Site Information	[●]

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: The drilling of a borehole within the airside area of King Shaka International Airport, including yield testing and the sampling and analysis of the borehole water quality.

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:

Name & signature of witness	*(Insert name and address of organisation)*	Date

AIRPORTS COMPANY SOUTH AFRICA

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.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor)** within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer

.....

Name & signature of witness	*(Insert name and address of organisation)*	Date

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** **King Shaka International Airport** **King Shaka Drive, La Mercy, 4405**	
Name & Signature of witness	*(Insert name and address of organisation)*	*(Insert name and address of organisation)*
Date		

AIRPORTS COMPANY SOUTH AFRICA

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)	**X2: Changes in the law** **X7: Delay damages** **X13: Performance Bond** **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 International Airport, King Shaka Drive, La Mercy, 4407
	Telephone Fax	X X
10.1	The *Project Manager* is	Madoda Luthuli
	Address	King Shaka International Airport, King Shaka Drive, La Mercy, 4407
	Telephone E-mail address	060 998 6143 Madoda.Luthuli@airports.co.za
10.1	The *Supervisor* is	Madoda Luthuli

	Address Telephone Fax Email	King Shaka International Airport, King Shaka Drive, La Mercy, 4407
11.2	The *works* are	Drilling an airside borehole and conducting yield and water quality testing
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	King Shaka International Airport, Airside
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
11.2	The *completion date* is
30.1	The *access date* is
31.1	The *Contractor* submits a first (preliminary) programme with the tender by the tender closing date
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	Four (4) 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
51.4	The *interest rate* is	The prime lending rate of the Nedbank Bank. as determined from time to time
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>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></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	
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
X13	**Performance bond**	
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.
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	The Total liability incurred and/or damages suffered to the Employer's Property
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	The Total liability incurred and/or damages suffered to the Employer's Property
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 Prices 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:**	

AIRPORTS COMPANY SOUTH AFRICA

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**
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* maycede 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

AIRPORTS COMPANY SOUTH AFRICA

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

AIRPORTS COMPANY SOUTH AFRICA

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:

11.2	The *completion date* is	
11.2	The following matters will be included in the Risk Register	• Existing Services • Access to Site • Delay in supply of material and/or equipment • Progress of the works against the program • Travelling public and ACSA stakeholders
11.2	The *Works Information* is in	Part C3 'Scope of Works' section of this contract
31.1	The programme identified in the	XX

AIRPORTS COMPANY SOUTH AFRICA

Part C1: Agreements and Contract Data

C1.3: Form of Guarantee

PRO FORMA FOR PERFORMANCE BOND

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. _____

AIRPORTS COMPANY SOUTH AFRICA

PART C1: AGREEMENTS AND CONTRACT DATA

[EACH AIRPORT TO CONFIRM WITH SAFETY DEPARTMENTS WHETHER THERE IS ADDITIONAL SAFETY DOCUMENTATION TO BE ATTACHED THAT CONTRACTOR SHOULD BE AWARE OF]

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 International Airport** **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 OHSAct 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

AIRPORTS COMPANY SOUTH AFRICA

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR AIRSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

1. Insurance Effected By The Employer (Principle Controlled Insurance ("PCI"))

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

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Section 1 Of The Policy – Contract Works

Contract Works Insurance for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warrantees ;

Open Trench Limitation

In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.

Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)
In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.

Section II of the Policy – Contractors Public Liability

Public Liability Insurance which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property(other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

Section III of the Policy – Removal Of Lateral Support Liability

Removal Of Lateral Support Liability which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original cause

b. **Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to **R500,000,000 (Incl VAT)** in the aggregate during

the policy period of insurance.

The Contract Works SASRIA policy wording can be obtained from the SASRIA website http://www.sasria.co.za/ which notes the covers and policy exclusions.

c) **Aviation Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R2,000,000,000** in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

d) **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be ***R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

****The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.***

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.

b) Supervision of the construction works usually undertaken by a building or engineering contractor.

1. 2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the

Contractors account.

1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

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

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

Section 1 Of The Policy – Contract Works

In respect of all loss or damage **R150,000** but increased to **R250,000** in respect of loss or damage arising out of or in connection with testing and commissioning.

Section 2 Of The Policy – Contractors Public Liability

R75,000 each and every claim in respect of Property Damage.

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) Contract Works SASRIA

In respect of theft as a result of the SASRIA perils insured - **R25,000** each and every occurrence .

c) Aviation Liability Insurance ;

In respect of each and every loss or damage or injury – **R300 000.**

d) Design & Construct Professional Indemnity Insurance

a) In respect of contracts under R50 million at award – **R5,000,000.**
b) **In respect of contracts over R50 million at award – R10,000,000**

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400
M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

b) Preserve damage and make it available for inspection by a representative of the Insurers.

c) Wherever possible, photographs of damage should be taken.

d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.

j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.

k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

2. Insurance Effected by the Contractor.

In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor :

2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

b) **Contractor's Common Law Liability/ Worker's Compensation Insurance**

The Contractor shall take out and maintain employer's liability insurance with a limit of indemnity of not less than **R20,000,000** and/or workmen's compensation insurance covering personal injury to or death of the employees of the Contractor engaged in connection with the Works to the minimum value required by applicable law.

The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor's personnel performing the Works.

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

d) **Insurance For Buy-Down Cover Of Employer's Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).

h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.

i) **Marine Cargo Insurance (If Applicable)**

Cover : Imports of cargo, equipment, goods, plant, machinery and materials ("**Insured Property**") to the site where the Permanent Works will be constructed.

Sum Insured: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) **Miscellaneous Insurance**

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the
Country.

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

2.4 **Sub-Contractors.**

The Contractor shall:

a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of

these Insurance Clauses, and

b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

APPENDIX A

CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY

Send to : Airports Company South Africa

AIRPORTS COMPANY SOUTH AFRICA

*.....
.....
.....
.....
.....
.....

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

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

RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

How did the loss occur (cause) ? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____

_____

Names and address of witnesses _____

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

Person whom assessor should contact _____

Telephone/Mobile Numbers Of Contact Person_____

Email Address of Contact Person_____

PART C2: PRICING DATA

Pricing Schedule

	Pricing Schedule A: Preliminaries				
Item	Description	Units	QTY	Unit Cost	Total Amount
1	Safety File (OHS Act Compliance, Safety Training Certificates, Medicals, etc)	Each			R
2	Permit and Induction	Sum			R 20 000,00
3	Airside Access Requirements	Sum			R
4	Site Establishment	Sum			R
	Sub-total A: Preliminaries (Excluding VAT)				**R**

	Pricing Schedule B: Borehole Drilling				
Item	Description	Units	QTY	Unit Cost	Total Amount
1	Borehole Siting including all surveying	Sum			R
2	Borehole drilling	Sum			R
3	Temporary casing and consumables	Sum			R
4	Borehole development and cleaning	Sum			R
	Sub-total B: Preliminaries (Excluding VAT)				**R**

	Pricing Schedule C: Pump Testing & Yield Assessment				
Item	Description	Units	QTY	Unit Cost	Total Amount
1	Drawdown pump test	Sum			R
2	Constant-rate pump test	Hrs			R
3	Analysis and recommendation	Sum			R
	Sub-total C: Preliminaries (Excluding VAT)				**R**

	Pricing Schedule D: Water Quality Sampling & Analysis				
Item	Description	Units	QTY	Unit Cost	Total Amount
1	Water sampling and transportation	Sum			R
2	SANS microbiological analysis	Sum			R
3	SANS chemical analysis	Sum			R
	Sub-total C: Preliminaries (Excluding VAT)				**R**

	Pricing Schedule E: Documentation				
Item	Description	Units	QTY	Unit Cost	Total Amount
1	Borehole log and drilling report	Each			R
2	Pump test and yield assessment report	Each			R
3	Groundwater quality assessment report	Each			R
	Sub-total D: Preliminaries (Excluding VAT)				**R**

Pricing Summary	
Schedule A – Preliminaries	R
Schedule B – Borehole Drilling	R
Schedule C – Pump Testing & Yield Assessment	R
Schedule D – Water Quality Sampling & Analysis	R
Schedule E – Documentation	R
A-Total	**R**
B = Contingency @10% of A	**R**
C = A+B	R
D= VAT@ 15% of **C**	R
Total = C + D	**R**

ADHOC LABOUR RATES

- Note: *These costs are for Information purposes*
- Bidders to provide following labour rates that will be applied to adhoc 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 *travelling, accommodation, admin and fees on overheads, PPE, tools allowances,* all personnel insurance, holidays with pay and incentive bonuses.

Items	Rate per Hour (R)
Drilling Supervisor	R
Geohydrologist	R
Environmental Specialist	R
General Worker	R

PART 3: SCOPE OF WORK

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Works Information	
C3.2	*Contractor*'s Works Information[1]	
	Total number of pages	

[1] Insert at award stage or delete if not applicable. Delete this note once a selection is made.

TABLE OF CONTENTS

Clause number and description	**Page**

Part 3: Scope of Work 1

C3.1: Employer's works Information 2

1. Description of the *works* 2

2. Contract Management 3

3. Engineering and design of the *works* 5

4. Procurement 6

5. Construction 8

6. Plant and Materials standards and workmanship 11

2. List of drawings 13

C3.2 *Contractor*'s Works Information 14

C3.1: EMPLOYER'S WORKS INFORMATION

1. Description of the *works*

1.1. Scope of works:

The scope is to appoint a suitably qualified service provider to drill and develop an airside borehole at King Shaka International Airport, conduct yield testing, complete groundwater sampling and water quality analysis, and provide the required technical reports and recommendations.

The work in this scope covers the following deliverables:

- Geohydrological supervision of borehole surveying
- Borehole Siting.
- Drill and develop the borehole.
- Conduct pump testing and yield assessment.
- Collect groundwater samples.
- Analyse water quality against SANS 241 requirements.
- Provide recommendations on treatment requirements where applicable.

1.2. Extent of the works

1.2.1. Borehole Drilling.

This activity entails drilling, constructing, developing and cleaning a water supply borehole at the identified airside area. The work must be performed by a suitably experienced drilling contractor under the supervision of a qualified geohydrologist.

Drilling supervision and quality control must be undertaken by a qualified geohydrologist during drilling, construction and development of the borehole.

The following tasks are to be undertaken as part of the borehole drilling and development work:

- Undertake geohydrological siting of the borehole within the identified airside area to confirm the preferred drilling position.
- Drill the borehole using a suitable drilling method for the confirmed geological conditions and required borehole construction.
- Install casing where required, complete borehole development and cleaning, and undertake blow yield estimation as applicable.
- Preparing a borehole completion certificate which includes lithology log, water level, water strikes, and borehole construction details as required by ACSA.

1.2.2. Borehole Pump Testing.

This activity provides data to evaluate the yield potential of the borehole and determine the sustainable abstraction rate. Testing must be undertaken by a suitably experienced contractor under the supervision of a qualified geohydrologist.

Yield testing must be undertaken to determine the sustainable yield of the borehole.

- 3 to 4 times step drawdown tests of 90 minutes each.
- 24hours constant rate pumping test.
- Recovery test (>95%).
    - Groundwater samples to be collected in the appropriate bottle provided by a SANAS accredited laboratory. An EC/pH probe is to be used on-site to measure field parameters, and Groundwater samples are to be submitted to a SANAS accredited

laboratory for Physio-chemical and bacteriological analysis according to SANS 241:2025 water quality guideline.

- Groundwater samples must be collected in appropriate sample bottles supplied by a SANAS accredited laboratory. Field parameters must be measured on site, and samples must be submitted for physico-chemical and bacteriological analysis against SANS 241 requirements. The contractor must maintain sample identification and chain-of-custody records.

Table . The period after which a constant discharge test may be considered completed.	
CONSTANT DISCHARGE TEST DURATION	ALLOWABLE TIME ELAPSED TO BREAKDOWN
24 hours	20 hours (equivalent to 80% of total time)
36 hours	30 hours (equivalent to 83% of total time)
48 hours	38 hours (equivalent to 79% of total time)
72 hours	60 hours (equivalent to 77% of total time)

1.2.3. Borehole utilization recommendations:

This must be based primarily, but not exclusively, on analysis and evaluation of the borehole testing data and a quality assessment of the groundwater. The responsibility for this activity must fall to the same principal bidding entity involved with the borehole siting, drilling, and testing activities.

1.3. Reporting:

Technical reports to be submitted including drilling report, pump testing report and water quality report. Management measures and other appropriate recommendations to be included.

1.3.1. Progress Reporting

It is required of the Geo-hydrological Consultant to provide the Implementing Authority with a weekly progress report. This report should be emailed through on the Monday following the week for which progress is being reported on. It should address the following aspects of the work: (1) activities (referenced to localities) completed in the reporting week, (2) the dates on which the completed actions were undertaken, and (3) a summary of estimated expenditure associated with each of the completed actions, (4) activities (referenced to localities) to be undertaken in the forthcoming week and (5) a summary of estimated expenditure associated with each of the forthcoming actions to be undertaken.

The format of a weekly progress report must subscribe to the accuracy, brevity, and clarity of data and information reporting.

1.3.2. Technical Report

This report must bring together in a single coherent document all relevant project activities and results due to the efforts of the Geo-hydrological Consultant. The technical report must contain All the information on which the Geo-hydrological Consultant's interpretation(s) and final decision(s), conclusion(s), and recommendation(s) are based. This document serves as the primary source of project information for purposes of future reference. It should be completed, and three copies thereof submitted to the Implementing Authority within 45 days of completion of the project. The format of the technical report must again subscribe to the key issues of accuracy, brevity, and clarity.

A conceptual structure and content for such reports are provided hereunder.

(a) An **Introduction** containing a brief discussion of (1) the locality of the study area, (2) the terms of reference, and (3) the scope of work performed.

(b) A section on **Desk Study** activities mentioning: (1) sources of information and (2) the volume, type, and nature of information sourced, and material consulted.

(c) A section on **Borehole Drilling** activities providing a tabulated summary of salient data and information.

(d) A section on **Test Pumping** activities providing a tabulated summary of salient data and information.
(e) A section on the **Geology** and **Geo-hydrology** of the study area in which previously known and available information is collated with "new" project data.
(f) A section on **Groundwater Quality** provides a tabulated summary of hydro-chemical data and addresses any specific concerns in this regard.
(g) A section on **Borehole Utilisation** provides a tabulated summary of recommendations in this regard.
(h) An **Appendix** comprising, for the borehole, a set of (1) graphed geophysical data presented as profiles, (2) a borehole construction and Geo-hydrological log, (3) a set of test pumping data sheets, (4) a set of test pumping graphs and (5) a borehole utilization recommendation report.

1.4 Equipment Installation Details

The Geo-hydrological Consultant must furnish recommendations in respect of (1) the type of pumping equipment suitable for the augment of a successful borehole and (2) the depth to which pumping equipment must be installed. The type of pumping equipment is to be dictated by the borehole yield as determined from test pumping data or other reliable yield information. The two basic types of equipment are (1) hand-operated pumps and (motorized pumps. A general guideline is to regard only an assessed production yield of more than 0.5 l/s as suitable for a motorized pump installation. It is not in the interests of the project for the Geo-hydrological Consultant to be overly conservative when making assessments and recommendations regarding the utilization of a borehole.

1.5. Source Management

It is required of the Geo-hydrological Consultant responsible for groundwater development to provide a 24-hour extraction rate for the production borehole capable of supporting a motorized installation. Such instances necessarily require the establishment of temporary storage capacity to store the water.

1.6. Groundwater Quality

Compliance shall be assessed against the applicable water quality parameters and limits stipulated in SANS 241 (Drinking Water Specification)..

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
SANS	South African National Standards
OHS	Occupational Health and Safety
OEM	Original Equipment Manufacturer

3. Contract Management

3.1. Management meetings

The Contractor will be expected to attend meetings relating to the project, maintenance, operation's, 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. Either party will nominate a person to take minutes of the meeting. The Minutes to be distributed prior to date of the next meeting. The Meeting to take place every Friday of the week at 12H00 unless pre-arranged by either party.

3.2. Health and safety risk management

1. 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.

2. 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.

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

4. 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.

5. 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.

6. The Contractor shall be registered and in good standing with the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act (COIDA), 1993 (as amended). Proof of registration and a valid Letter of Good Standing shall be provided on request..

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

    - All airside areas
    - All basement areas
    - All areas accessible to the public

- All enclosed areas
- The terminal building

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

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

15. 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.

16. 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.

3.3. 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

3.4. Quality assurance requirements

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Project Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required

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

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.

3.5. 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 to take note that the airport is an international airport and remains open 24 hours for any schedule's flights and flight diversions.

3.6. The *Contractor's* Personnel

The contractor to attach organogram of the company as well as the organogram for personnel for this project

3.7. Insurance provided by the *Employer*

3.7.1. 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.

3.8. 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. The contractor to keep register for all employees on site on daily basis. All project related incidents and instruction must be kept by the contractor at the site office to be provided by the employer. All records to be handed over to the employer at the completion of the project. All drawings and sketches provided by the employer to be returned at the end of the contract.

4. Engineering and design of the *works*

4.1. *Employer*'s design

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

A profile of the final drilled borehole

4.3. Procedure for submission and acceptance of Contractor's design

A schematic of the final drilled borehole detailing water level, graphic log, moisture, material description and well diagram.

4.4. Use of *Contractor*'s design

The Schematics will be handed over to ACSA. 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. Refer to Z14.

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

4.5. Equipment required to be included in the *works*

Contractor to supply own equipment (tools and drill) required to execute the works. Parts of the works which the Contractor is to design

4.6. As-built drawings, operating manuals and maintenance schedules

The contractor to supply as part of this contract the schematics in both hard copies and soft copies in the disc or USB format

5. Procurement

The contractor to obtain pre-approval for third party procurement to the employer for goods or service sourcing. All goods sourced on behalf of the employer are to be done as per contract and on agreed mark-up rates. The Contractor will respect OEM warrantees to the Employer 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.

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 the sourcing and screening of such individuals.

5.1. Personnel:

The contractor to list of resources that are to be on site for this contract. 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.

5.2. Subcontracting

5.2.1. Preferred subcontractors

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

5.2.2. Limitations on subcontracting

The Contractor may not subcontract more than 20% of the Works.

5.3. Plant and Materials

5.3.1. Plant & Materials provided "free issue" by the Employer

The contractor to ensure that all plant and material meets minimum safety standard and are fit for purpose. All the costs related to collection, delivery, storage, inspection, care, and control of plant and Materials must be for the contractor. "all other Plant and Materials are to be provided by the Contractor"

5.3.2. Contractor's procurement of Plant and Materials

All plants and material purchased by the contractor will be the retained by the contractors at the end of the contract, unless paid for by the employer. All hired equipment will be at cost plus mark up.

5.3.3. Tests and inspections before delivery

The contractor to ensure that all parts, spares, and equipment are tested prior to delivery and installation. No cost will be transferred to the employer should it be found that wrong parts were delivered.

5.3.4. Marking Plant and Materials outside the Working Areas

The Contractor is to "mark" Plant and Materials which is outside the Working Areas if they are to be paid for before delivery to the Working Areas, as required by core clauses 70.1 and 71.1]

5.3.5. Contractor's Equipment (including temporary works)

The Contractor shall provide all equipment, plant, tools, temporary works and ancillary items necessary for the execution of the borehole drilling, development, testing, sampling and reporting activities. All equipment shall be fit for purpose, maintained in safe working.

6. 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.

6.1. Temporary works, Site services & construction constraints

6.1.1. 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

6.1.2. Restrictions to access on Site, roads, walkways and barricades

The contractor to take full responsibility of access to their area of work and ensure that OHS act is adhered to, in terms of access records and barricades.

6.1.3. People restrictions on Site; hours of work, conduct and records

The contractor to make sure that records of people entering the construction site is well managed in terms of the safety and OHS standard.

6.1.4. Title to materials from demolition and excavation

core clause 73.2 states that the Contractor has title to materials from excavation and demolition only as stated in the Works Information.

Contractor's Equipment

The contractor to keep records of all equipment, its record of service and purchase date on site

6.2. Equipment provided by the *Employer*

The employer will provide temporary storage of material.

Site services and facilities provided by the *Employer*[3]

Employer will provide power, water, waste disposal, ablutions, fire protection, lighting etc, as required by core clause 25.2

6.3. Facilities provided by the *Contractor*

All measuring tools material and other material specified in the bill of quantities, consumables, tools, and equipment required to execute the project. The facilities the Contractor is to provide their own accommodation, storage, vehicles, and office equipment. all facilities provided by the contractor at their own cost should the property of the contractor unless paid for by the employer. setting out of the works

6.4. 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.

[3] 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".

6.5. Completion, testing, commissioning and correction of Defects

6.5.1. Work to be done by the Completion Date

All work is to be done by the Contractor shall be completed by the Completion Date
All work is to be done by the Contractor shall be completed by the Completion Date, save for the following:

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.

6.5.2. Use of the works before Completion has been certified

N/A

6.5.3. Materials facilities and samples for tests and inspections

All samples taken for this purpose remain the property of the owner.

6.5.4. Commissioning

N/A

6.5.5. Start-up procedures required to put the works into operation

N/A

6.5.6. Take over procedures

Final handover from the Contractor to the Project Manager to be done once all the works have been completed and agreed upon.

6.5.7. Access given by the Employer for correction of Defects

core clause 43.4 requires that the Project Manager arranges for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted

7. Plant and Materials standards and workmanship

Investigation, survey and Site clearance

Building works

N/A

Civil engineering and structural works

All civil related works to be done by qualified personnel and in line with applicable standards. [this section comprises of the specifications provided by the Employer, the list of standardised specifications applicable to the works and variations to the standardised specifications]

Electrical & mechanical engineering works

Process control and IT works

8. List of drawings

1.1. Drawings issued by the *Employer*

[This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract]

Drawing number	Revision	Title

C3.2 *CONTRACTOR*'S WORKS INFORMATION

PART C4: SITE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C4	Site Information	
	Total number of pages	

For additional guidance notes go to http://www.cidb.org.za/procurement/procurement_toolbox/overview/contract_sec/default.aspx

Develop Site Information for engineering and construction works contract only using guidance provided in the Compiler guidance note for Component document: C4 – Site Information

Core clause 11.2(16) states

"Site Information is information which describes the Site and its surroundings and is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

Delete this note and others given in boxes like this one at final draft stage.

The compiler of this document should first consult the ECC3 Guidance Notes pages 23 and 24. Further notes are given under each heading below.
Site Information is information about the Site at the time of tender upon which the tendering contractor bases his prices. It is fixed and does not include anything about what happens on the Site after award; that is Works Information.
Site Information does not include weather data; that is included in the Contract Data.
If the *Contractor* subsequently encounters conditions which are different to those described here, he may be entitled to notify a compensation event.

Description of the Site and its surroundings

General description

The sites are located on the airside at King Shaka International Airport. This is a restricted area with stringent access control measures put in place. The Contractor is reminded that this is a National Key Point and as such must adhere to all airport's rules and regulations regarding health safety, environment, security, fire and access control.



C4.1 Satellite View of the Airport

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

The existing building and structure are as follows:

- The Terminal building
- The Alpha Passenger Loading Bridges
- The Apron stands

Permits

- 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.

- The Contractor shall have no claim against ACSA if a permit request is refused.
- No work shall be done without a written permission in the form of a permit/works order. 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
- 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
Laptop 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
Airside Projects/Works Permit	For all projects on the airside	ACSA Airport Operations / Safety
Low/Medium Voltage Permit to Work	For all work on substations, distribution boards and cables	ACSA Electrical Maintenance

Vehicle Permit (Permanent permits – for the duration of the project):

- The disc must be up to date
- Public Liability Up to date
- Vehicle certificate of Registration
- Ensure that the lifespan of the vehicles (Light commercial passenger vehicles (up to twelve (12) passengers)) does not exceed the following limits: maximum age eight (8) years
- Reflective strip on the vehicle 80% covered
- Decal x3 - one on the left and right front doors and one on the top (font size min 200mm high). Code can be the first three letters of the company name – E.g. For ACSA Vehicles Code can be **AC 01**
- Strobe light.
- The regular driver would need to have an AVOP on their permit when we complete the vehicle permits after the above has been sorted.

Cell phones and two-way radios

- Use of cell phones are not permitted unless the user is in possession of an appropriate Airport permit for the device.
- Cell phone permit issuing authority lies with the ACSA Security department.
- The Consultant will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.
- Approved radios may be arranged via said department – payment will be for the account of the Consultant.

Subsoil information

N/A

Hidden services

Underground services may be present within the work area, including water pipelines, electrical power cables, and communication/telecommunication cables. All cables shall be assumed to be live unless confirmed otherwise. Personnel and equipment shall operate with due care to avoid contact with or damage to existing underground services during the execution of the works.

Other reports and publicly available information

N/A