AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER:

TITLE OF PROJECT:

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 TBC

(Registration Number : ___________________)

for Refurbishment of Escalators

<table>
<thead>
<tr>
<th>Contents</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part C1 Agreements &amp; Contract Data</td>
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<tr>
<td>Part C2 Pricing Data</td>
<td>[●]</td>
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<tr>
<td>Part C3 Scope of Works</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C4 Site Information</td>
<td>[●]</td>
</tr>
</tbody>
</table>
Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

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

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) ..................................................................................................................................................... Rands;

(in figures) R.................................................................

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s) ..............................................................  ..............................................................

Capacity ...............................................................................................................................

For the Bidder:

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

Name & signature of witness ........................................................................................................

Date .............................................................................................................................................
ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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)**

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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for the
Employer

<table>
<thead>
<tr>
<th>Name &amp; signature of witness</th>
<th>(Insert name and address of organisation)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For the Employer</th>
<th>For the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature (s)</td>
<td></td>
</tr>
<tr>
<td>Name (s)</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>Name and Address</td>
<td>Airports Company South Africa SOC Limited</td>
</tr>
<tr>
<td>Name &amp; Signature of witness</td>
<td>King Shaka International Airport King Shaka Dr, La Mercy</td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for Main Option</td>
</tr>
<tr>
<td></td>
<td>Main Option</td>
<td>B: Priced contract with Bill of Quantities</td>
</tr>
<tr>
<td></td>
<td>Dispute resolution Option</td>
<td>W1: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td>Secondary Options (incorporating amendments)</td>
<td>X2: Changes in the law</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X7: Delay damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X13: Performance Bond</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X16: Retention</td>
</tr>
<tr>
<td></td>
<td></td>
<td>17: Low performance Damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td>X18: Limitation of liability</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Z: Additional conditions of contract</td>
</tr>
<tr>
<td></td>
<td></td>
<td>of the NEC3 Engineering and Construction Contract, April 2013</td>
</tr>
<tr>
<td>10.1</td>
<td>The <em>Employer</em> is (Name)</td>
<td>Airports Company South Africa SOC Limited, Applicable to King Shaka International Airport</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>Airports Company South Africa SOC Limited</td>
</tr>
<tr>
<td></td>
<td></td>
<td>[King Shaka Dr, La Mercy</td>
</tr>
<tr>
<td></td>
<td>Telephone</td>
<td>032 436 6000</td>
</tr>
<tr>
<td></td>
<td>Fax</td>
<td>032 436 6672</td>
</tr>
<tr>
<td>10.1</td>
<td>The <em>Project Manager</em> is Sihle Zuma</td>
<td></td>
</tr>
</tbody>
</table>
Address

King Shaka International Airport

Telephone
032 436 6548

E-mail address
Sihler.Zuma@airports.co.za

10.1 The Supervisor is TBC

Address

Telephone

Fax

Email

11.2 The works are Refurbishment of Escalators

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 Xx

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 XX

11.2 The completion date is XX

30.1 The access date is XX
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.1</td>
<td>The Contractor submits a first (preliminary) programme with the tender by the tender closing date</td>
</tr>
<tr>
<td>32.2</td>
<td>The Contractor submits revised programmes at intervals no longer than Four (4) weeks</td>
</tr>
<tr>
<td>35.1</td>
<td>The Employer is not willing to take over the works before the completion date</td>
</tr>
<tr>
<td>4</td>
<td>Testing and Defects</td>
</tr>
<tr>
<td>42.2</td>
<td>The defects date is Twelve (12) months after Completion of the whole of the works</td>
</tr>
<tr>
<td>43.2</td>
<td>The defects correction period is Two (2) weeks</td>
</tr>
<tr>
<td>5</td>
<td>Payment</td>
</tr>
<tr>
<td>50.1</td>
<td>The assessment interval is Four weeks</td>
</tr>
<tr>
<td>50.1</td>
<td>The currency of this contract is South African Rand</td>
</tr>
<tr>
<td>51.2</td>
<td>The period within which payment is made is Four (4) weeks</td>
</tr>
<tr>
<td>51.4</td>
<td>The interest rate is The prime lending rate of the Nedbank Bank, as determined from time to time</td>
</tr>
<tr>
<td>6</td>
<td>Compensation events</td>
</tr>
<tr>
<td>6</td>
<td>Not applicable to this contract</td>
</tr>
<tr>
<td>7</td>
<td>Title</td>
</tr>
<tr>
<td>7</td>
<td>No data required for this section of the conditions of contract</td>
</tr>
<tr>
<td>8</td>
<td>Risks and Insurance</td>
</tr>
<tr>
<td>84.1</td>
<td>The Employer provides these insurances Refer to the Insurance Clauses which is attached at the end of the Contract Data</td>
</tr>
<tr>
<td>84.2</td>
<td>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.</td>
</tr>
<tr>
<td></td>
<td>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</td>
</tr>
</tbody>
</table>
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 [include if applicable]

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.

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 for a period of three (3) months

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
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 of the Prices

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 of the Prices

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 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

<table>
<thead>
<tr>
<th>Z</th>
<th>The Additional conditions of contract are</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Z1</strong></td>
<td>Interpretation of the law</td>
</tr>
<tr>
<td><strong>Z1.1</strong></td>
<td>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.</td>
</tr>
<tr>
<td><strong>Z2</strong></td>
<td>Providing the Works:</td>
</tr>
<tr>
<td><strong>Z2.1</strong></td>
<td>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</td>
</tr>
<tr>
<td><strong>Z3</strong></td>
<td>Other responsibilities:</td>
</tr>
</tbody>
</table>
Add the following at the end of core clause 27:

Z3.1 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:

Add the following as a new core clause 46:

Z4.1 If the Employer cannot use the works due to a Defect, which arises after Completion and before the defects date, the defects date is delayed by a period equal to that during which the Employer, due to a Defect, is unable to use the works.

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 rescue 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:

Insert the following new clause as Option X18.6:

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

Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Contractor shall be excluded from the calculation of the limitations of liability listed in the contract.
<table>
<thead>
<tr>
<th>Additional Z Clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Z8</strong> Cession, delegation and assignment</td>
</tr>
<tr>
<td><strong>Z8.1</strong> The <strong>Contractor</strong> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <strong>Employer</strong>, 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 <strong>Contractor</strong></td>
</tr>
<tr>
<td><strong>Z8.2</strong> The <strong>Employer</strong> may cede and delegate its rights and obligations under this contract to any person or entity</td>
</tr>
<tr>
<td><strong>Z9</strong> Joint and several liability</td>
</tr>
<tr>
<td><strong>Z9.1</strong> If the <strong>Contractor</strong> 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 <strong>Employer</strong> for the performance of the Contract.</td>
</tr>
<tr>
<td><strong>Z9.2</strong> The <strong>Contractor</strong> shall, within 1 week of the Contract Date, notify the <strong>Project Manager</strong> and the <strong>Employer</strong> of the key person who has the authority to bind the <strong>Contractor</strong> on their behalf.</td>
</tr>
<tr>
<td><strong>Z9.3</strong> The <strong>Contractor</strong> 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 <strong>Employer</strong>.</td>
</tr>
<tr>
<td><strong>Z10</strong> Ethics</td>
</tr>
<tr>
<td><strong>Z10.1</strong> The <strong>Contractor</strong> undertakes:</td>
</tr>
<tr>
<td><strong>Z10.1.1</strong> 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;</td>
</tr>
<tr>
<td><strong>Z10.1.2</strong> 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 <strong>Employer</strong> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.</td>
</tr>
<tr>
<td><strong>Z10.2</strong> The <strong>Contractor</strong>’s breach of this clause constitutes grounds for terminating the <strong>Contractor</strong>’s obligation to Provide the Works or taking any other action as appropriate against the <strong>Contractor</strong> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.</td>
</tr>
<tr>
<td><strong>Z10.3</strong> If the <strong>Contractor</strong> 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 <strong>Employer</strong>, the <strong>Employer</strong> 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.</td>
</tr>
<tr>
<td><strong>Z11</strong> Confidentiality</td>
</tr>
<tr>
<td><strong>Z11.1</strong> All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <strong>Contractor</strong> 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 <strong>Project Manager</strong> or the <strong>Employer</strong>, which consent shall not be unreasonably withheld.</td>
</tr>
</tbody>
</table>
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.

This undertaking shall not apply to –

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;

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;

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);

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

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

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

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.

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

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details (phone &amp; e mail)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
<td>Gauteng</td>
<td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
<td>Gauteng</td>
<td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo (Quantity Surveyor)</td>
<td>Pretoria</td>
<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details (phone &amp; email)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
<td>Gauteng</td>
<td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
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<td>Pretoria</td>
<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
</tr>
</tbody>
</table>

### 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.
### PART C1.2b CONTRACT DATA
### PART TWO – DATA PROVIDED BY THE CONTRACTOR

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Contractor is (Name): Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2</td>
<td>The working areas are</td>
<td>Only the Site Area. See C4 ‘Site Information’</td>
</tr>
<tr>
<td>24.1</td>
<td>The Contractor’s Key people are: CV’s to be appended to Tender Schedule</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibility:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
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<td>Experience:</td>
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<td></td>
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<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>
11.2 The *completion* date is XX

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

11.2 The *Works Information* is in Part C3 ‘Scope of Works’ section of this contract

31.1 The programme identified in the XX
PRO FORMA FOR PERFORMANCE BOND

PERFORMANCE BOND

Brief description of contract………………………………………………………………………………………………………………

Name and address of Beneficiary…………………………………………………………………………………………………………

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

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

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

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

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

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

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

Signed at ______________________________ on ____________________20….

For:
Registration Number:

______________________________

Name & Position

As witnesses:

1. ______________________________

2. ______________________________
PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

<table>
<thead>
<tr>
<th>Name of Organisation:</th>
<th>AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address:</td>
<td>Airport Company South Africa</td>
</tr>
<tr>
<td></td>
<td>King Shaka Dr, La Mercy</td>
</tr>
</tbody>
</table>

Hereinafter referred to as “Client”

| Name of organisation: | |
|-----------------------| |
| Physical Address:     | |

Hereinafter referred to as “the Mandatary/ Principal Contractor”
MANDATORY’S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

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

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

Mandatory – WCA/ Federated Employers Mutual No……………………………………

Expiry date ………………………………………………………………………………

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

SIGNATURE ON BEHALF OF THE CLIENT  DATE
AIRPORT COMPANY SOUTH AFRICA
PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

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

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

SECTION B: INSURANCE CLAUSES

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

1.1 Contract Works
- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability
- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity
- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works
• With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
• Contractors / consultants may re-insure the deductible

2.2 Public Liability

• In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
• In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
• In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
• Contractors / consultants may re-insure the deductibles

2.3 Professional Indemnity

• All consultants are responsible for Professional Indemnity cover of R5 million
• Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million.
• In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million.
• Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

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

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

3.1 Contract Works

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

• All Civil Work and Earthworks – R300 000 deductible (excess)
• All other claims – R300 000 deductible (excess)
• Other property insured – R700 000 deductible (excess)
• Contractors / consultants may re-insure the deductibles

3.2 Public Liability

• In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
• In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
• Contractors / consultants may re-insure the deductibles

3.3 Professional Indemnity

• All consultants are responsible for Professional Indemnity cover of R10 million
• Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million
• In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
• Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

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

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

4.1 Contract Works

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

• All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
• Runway Rehabilitation – R300 000 deductible (excess)
• New Runway Construction – R700 000 deductible (excess)
• All other claims – R300 000 deductible (excess)
• Other property insured – R700 000 deductible (excess)
• Contractors / consultants may re-insure the deductibles

4.2 Public Liability

• In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
• In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
• In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
• Contractors / consultants may re-insure the deductibles

4.3 Professional Indemnity

• All consultants are responsible for Professional Indemnity cover of R10million
• Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
• In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
• Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.
PART C2: PRICING DATA
PART 3: SCOPE OF WORK

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3.1</td>
<td>Employer's Works Information</td>
<td>1</td>
</tr>
<tr>
<td>C3.2</td>
<td>Contractor's Works Information¹</td>
<td></td>
</tr>
</tbody>
</table>

| Total number of pages | |

There are 16 escalators in total at King Shaka International Airport and 8 of these escalators need a major overhaul (Refurbishment). The escalators are made up of steps, chains, handrails and rollers. The escalators consist of different number of steps.

- Escalator TMB9, TMB10, TMB11 and TMB 12 has 90 steps each.
- Escalator MSP1, MSP2, MSP3 and MSP4 has 50 steps each.

All works should be carried out according to necessary legislation and South African National Standards (SANS) governing escalators.

King Shaka International Airport currently has service provider for maintenance of the escalators.

Detailed Description of the Services Required

OVERVIEW

- Refurbishment of escalators at King Shaka International Airport (KSIA) including Deep Cleaning/Washing.
- Escalators are classified as people movers.
- Only competent people are allowed to work on escalators as per legislation.
- All works to be carried out in terms of the OHS Act 1993 and all other necessary legislation for lift and escalators.
- OEM parts or OEM recommended parts only to be used for this work/project.
DESCRIPTION OF THE WORK/SERVICES

• To supply, deliver and install parts for eight (8) escalators - OEM parts/ OEM recommended parts only to be used.
• Deep washing/cleaning of 8 escalators (To be sub-contracted to EME or QSE).
• Deep Cleaning of Escalators Fixed Structures (e.g. cleaning of Upper and lower pit areas, lower end turn around, truss cross members, step tracks and truss pan) shall be done by the main bidder/leading entity.
• Motor rewinding (to be done where necessary - upon approval by ACSA representative)
• Re-commissioning of escalators - Annexure B Certificates to be provided.
The following old parts to be Removed and Replaced on 8 Sigma escalators. All old parts to be returned to ACSA.

DEEP CLEANING OF ESCALATORS
The deep cleaning escalators includes high-pressure cleaning of each step both sides and cleaning of Upper and lower pit areas, lower end turn around, truss cross members, step tracks and truss pan.

LOCATION OF ESCALATORS TO BE REFURBISHED:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Escalator Number</th>
<th>Location</th>
<th>Number of Stairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>TMB9</td>
<td>Main Terminal Building</td>
<td>90</td>
</tr>
<tr>
<td>2.</td>
<td>TMB10</td>
<td>Main Terminal Building</td>
<td>90</td>
</tr>
<tr>
<td>3.</td>
<td>TMB11</td>
<td>Main Terminal Building</td>
<td>90</td>
</tr>
<tr>
<td>4.</td>
<td>TMB12</td>
<td>Main Terminal Building</td>
<td>90</td>
</tr>
<tr>
<td>5.</td>
<td>MSP1</td>
<td>Multi-Storey Parkade</td>
<td>50</td>
</tr>
<tr>
<td>6.</td>
<td>MSP2</td>
<td>Multi-Storey Parkade</td>
<td>50</td>
</tr>
<tr>
<td>7.</td>
<td>MSP3</td>
<td>Multi-Storey Parkade</td>
<td>50</td>
</tr>
<tr>
<td>8.</td>
<td>MSP4</td>
<td>Multi-Storey Parkade</td>
<td>50</td>
</tr>
</tbody>
</table>

NOTE:

a. Escalator Asset List attached separately - refer Appendix 2
b. Works must be carried out on a maximum of two escalators at a time, provided that they are not in the same vicinity/location.
c. Moving of escalator spares must cause minimum disruption to operations.
d. All old parts to be returned to ACSA.
e. Hot works can only be carried out after a Hot Works permit is issued by ACSA.
f. Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures as per the OHS Act.
g. Housekeeping should PPE that is identifiable
h. Housekeeping should be maintained at all times.
i. Annexure B certificate to be provided upon completion of each escalator.
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C3.1: EMPLOYER’S WORKS INFORMATION

1. Description of the works

The project is for refurbishment of eight (8) escalators at King Shaka International Airport

2. Interpretation and terminology

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
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<tbody>
<tr>
<td>ACSA</td>
<td>Airports Company South Africa SOC Limited</td>
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<tr>
<td>KSIA</td>
<td>King Shaka International Airport</td>
</tr>
<tr>
<td>TMB</td>
<td>Terminal Building</td>
</tr>
<tr>
<td>MSP</td>
<td>Multi Storey Parking</td>
</tr>
<tr>
<td>SANS</td>
<td>South African National Standards</td>
</tr>
<tr>
<td>OHS</td>
<td>Occupational Health and safety</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
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<tr>
<td>EME</td>
<td>Exempted Micro Enterprise</td>
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<tr>
<td>QSE</td>
<td>Qualifying Small Enterprise</td>
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</tbody>
</table>

3. Contract Management

Management meetings

- A kick-off meeting will be conducted before commencement of the project.
- Project Progress Meetings will be conducted weekly

Health and safety risk management

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.

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

All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.
All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

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

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.)

The Contractor, at his/her own expense shall provide such equipment, for his/her employees.

The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

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

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises.

The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any 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.

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

At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken to prevent fire hazards.
Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

**Environmental constraints and management**

All work to be done in accordance with environmental regulations.

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.

**The Contractor's Personnel**

Minimum Key Personnel required for this works:

a. Site Supervisor

b. Technician OR Artisan

   Minimum Qualification Requirements:
   
   ➢ Technician: Relevant Diploma or proof of competency for people movers.
   ➢ Artisan: Trade Tested (A Trade test certificate must be provided)

c. Technical Assistant

   • Contractor to provide a list of the key personnel for this project.
   • CVs to be provided.

Related Competencies and experience to be illustrated.

**Provision of bonds and guarantees**

5% retention for a period of three months post project completion

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

N/A

**Training workshops and technology transfer**

N/A
4. Engineering and design of the works

Employer's design

N/A

Parts of the works which the Contractor is to design

N/A

Procedure for submission and acceptance of Contractor's design

N/A

Use of Contractor's design

N/A

Equipment required to be included in the works

All tools required for execution of the project

As-built drawings, operating manuals and maintenance schedules

N/A

5. Procurement

All procurement requirements will be done by the Contractor on behalf of the Employer

Personnel:

Minimum requirements of people employed on the Site

Minimum Key Personnel required for this works:

d. Site Supervisor
e. Technician OR Artisan

Minimum Qualification Requirements:

➢ Technician: Relevant Diploma or proof of competency for people movers.
➢ Artisan: Trade Tested (A Trade test certificate must be provided)

f. Technical Assistant

• Contractor to provide a list of the key personnel for this project.
• CVs to be provided.
• Related Competencies and experience to be illustrated.

Subcontracting

Preferred subcontractors
Limitations on subcontracting

N/A

Plant and Materials

Plant & Materials provided “free issue” by the Employer

ACSA will provide the following at no cost to the contractor:

a. Electricity & Water
b. Storage/Facility
c. Change Room Facility

Contractor’s procurement of Plant and Materials

All replacement parts shall be procured by contractor on the employer’s behalf

Tests and inspections before delivery

On completion, the equipment shall be tested and commissioned in the presence of the project manager before handover to the employer

Marking Plant and Materials outside the Working Areas

N/A

6. Construction

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

Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA KSIA Permit Office. The Service Provider will be liable for cost of these permits and induction courses.

Restrictions to access on Site, roads, walkways and barricades

A valid permit is required for access to site

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

Working hours for this project: 08:00am to 16:30

Airport Operation Hours: 04:00am to 22:30 (provided no delayed flights).
Title to materials from demolition and excavation

N/A

Contractor’s Equipment

The employer will provide a storeroom for the duration of the project

Equipment provided by the Employer

N/A

Site services and facilities provided by the Employer

- Electricity & Water
- Storage/Facility
- Change Room Facility

Facilities provided by the Contractor

All tools required for execution of the project

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

N/A

setting out of the works

[state requirements for the setting out of the works]

site conditions and requirements

Control of noise, dust, water and waste

The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract at KSIA.

The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.

Construction requirements

N/A

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date
All work is to be done by the Contractor shall be completed by the Completion Date, save for the following: [list project-specific exceptions and state by when the work should be completed]

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.

Take over procedures

N/A

Operational maintenance after Completion

Maintenance after completion will be done by the current service provider

7. Plant and Materials standards and workmanship

Building works

N/A

Civil engineering and structural works

N/A

Electrical & mechanical engineering works

In accordance with scope of work, section 3

Process control and IT works

N/A
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]

<table>
<thead>
<tr>
<th>Drawing number</th>
<th>Revision</th>
<th>Title</th>
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C3.2 CONTRACTOR’S WORKS INFORMATION

[This section of the Works Information will always be project-specific depending on the nature of the works. In this section, include information such as the Contractor’s design and Plant and Materials specifications and schedules etc]
## PART C4: SITE INFORMATION

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
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<tr>
<td></td>
<td>This cover page Site Information</td>
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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

Provide a general description of the Site and its location. Reference would probably be made to a drawing showing the Site and its surroundings and the boundaries of the site as required by the Contract Data. It is particularly important that details of surrounding buildings be provided where crane operation is likely to be affected, or the works involve deep foundations adjacent to existing buildings.

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

If the works have interfaces or hook up points with existing facilities or comprise refurbishment of existing facilities, provide full details of these so that the tendering contractor can plan his design and construction to integrate with them as the Works Information requires. As built drawings of the existing facilities usually provide the necessary information; such drawings can be listed here stating where they are located for the Contractor’s use.

Subsoil information

Provide details of geotechnical reports, borehole records and test results for parts of the Site where earthworks are required by this contract. These details may be referenced as an Annexure to this document where they are extensive.

Hidden services

Provide details about and drawings showing hidden services and underground structures. If accurate details are not available state what assumptions are to be made by the Contractor concerning such services.

Other reports and publicly available information
This subsection may refer to mapping, hydro-graphic data, hydrological information, shipping movements, tides and published papers or Geological Surveys that the tendering contractor may need to be able to decide his method of working and programme and prepare any designs for which he would be responsible.