NEC3 Project Managing and Construction

Short Contract (ECSC3)

A contract between
AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Applicable at O R TAMBO INTERNATIONAL AIRPORT
(Reg No.: 1993/004149/30)

and

(Reg No.: )

for Upgrade of Lighting (Luminaire) to LED Lighting technology

**Contents:** Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments)

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</tbody>
</table>

Documentation prepared by: Bafana Vilakazi
C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the **UPGRADE OF LIGHTING (LUMINAIRE) TO LED LIGHTING TECHNOLOGY AT OR TAMBO INTERNATIONAL AIRPORT**

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

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

| The offered total of the Prices exclusive of VAT is | R |
| Value Added Tax @ 15% is | R |
| The offered total of the Prices inclusive of VAT is | R |

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

Signature(s)  
Name(s)  
Capacity  
For the tenderer:  
__________________________  
__________________________  
__________________________  
__________________________  
(Insert name and address of organisation)

Name & signature of witness  
Tenderer’s CIDB registration number (if applicable)  
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 1** Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- **Part 2** Pricing Data
- **Part 3** Scope of Work: Works Information
- **Part 4** Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be signed by the duly authorised representative(s) for both parties.

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

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

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

Signature(s)

Name(s)

Capacity

**for the Employer**

Airports Company South Africa SOC Limited

O R Tambo International Airport

Private Bag X1

ORTIA

1627

Name & signature of witness

Date

(Insert name and address of organisation)
Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any 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 Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the tenderer: ____________________________
Signature
Name
Capacity
On behalf of

For the Employer: ____________________________
Signature
Name & signature of witness
Date

Airports Company South Africa SOC Limited
OR Tambo International Airport South Africa
Private Bag X1
ORTIA
1627
C1.2 Contract Data

Data provided by the *Employer*

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.1</td>
<td>The <em>Employer</em> is (Name):</td>
<td>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>Registered office at OR Tambo International Airport South Africa Private Bag X1 ORTIA 1627</td>
</tr>
<tr>
<td></td>
<td>Tel No.</td>
<td>011 9216749</td>
</tr>
<tr>
<td></td>
<td>E-mail address</td>
<td><a href="mailto:Bafana.Vilakazi@airports.co.za">Bafana.Vilakazi@airports.co.za</a></td>
</tr>
<tr>
<td>11.2(11)</td>
<td>The works are</td>
<td>Upgrade of Lighting (Luminaire) to LED Lighting technology at O R Tambo International Airport</td>
</tr>
<tr>
<td>11.2(13)</td>
<td>The Works Information is in</td>
<td>the document called ‘Works Information’ in Part 3 of this contract.</td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The Site Information is in</td>
<td>the document called ‘Site Information’ in Part 4 of this contract.</td>
</tr>
<tr>
<td>11.2(12)</td>
<td>The site is</td>
<td>O.R. Tambo International Airport Terminal Parking and Landside Areas.</td>
</tr>
<tr>
<td>30.1</td>
<td>The starting date is.</td>
<td>Upon signing of contract</td>
</tr>
<tr>
<td>11.2(2)</td>
<td>The completion date is.</td>
<td>18 months from signing of contract</td>
</tr>
<tr>
<td>13.2</td>
<td>The period for reply is</td>
<td>2 weeks</td>
</tr>
<tr>
<td>40</td>
<td>The defects date is</td>
<td>Twelve (12) months after Completion of the whole of the works</td>
</tr>
<tr>
<td>41.3</td>
<td>The defect correction period is</td>
<td>4 (four) weeks</td>
</tr>
<tr>
<td>50.1</td>
<td>The assessment day is the</td>
<td>Once a month.</td>
</tr>
<tr>
<td>50.5</td>
<td>The delay damages are</td>
<td>R1000 per day up to a maximum of 20% of the contract value.</td>
</tr>
<tr>
<td>50.6</td>
<td>The retention is</td>
<td>10%</td>
</tr>
<tr>
<td>51.2</td>
<td>The interest rate on late payment is</td>
<td>The prime lending rate of the Nedbank Bank. as determined from time to time.</td>
</tr>
<tr>
<td>80.1</td>
<td>The <em>Contractor</em> is not liable to the <em>Employer</em> for loss of or damage to the <em>Employer’s</em> property in excess of</td>
<td>The amount of the deductibles relevant to the event described in the applicable.</td>
</tr>
</tbody>
</table>

Refer to Part C1.3
82.1 The **Employer** provides this insurance:

- a. **Contracts Works Insurance**
- b. **South African Special Risk Insurance Association (SASRIA)**
- c. **Public Liability Insurance** (including Removal of Lateral support)

Refer to Part C1.3

82.1 The minimum amount of cover for the third insurance stated in the Insurance Table is: whatever the **Contractor** deems necessary in addition to that provided by the **Employer**.

82.1 The minimum amount of cover for the fourth insurance stated in the Insurance Table is: As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the **Contractor’s** common law liability for people falling outside the scope of the Act.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? **No**

93.1 The **Adjudicator** is (Name)

The person appointed jointly by the parties from the list of adjudicators contained in the Z clauses below.

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

The Chairman for the time being of the Arbitration Foundation of South Africa (AFSA) or his / her nominee.

93.4 The **tribunal** is:

Arbitration.

The arbitration procedure is:

The Rules for the Conduct of Arbitrations published by the Arbitration Foundation of South Africa (AFSA) (or its successor).

The place where arbitration is to be held is:

**Gauteng, South Africa**

The person or organisation who will choose an arbitrator:

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

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

---

**Z**

The Additional conditions of contract are **Z1 – Z17**

### 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.

**Z3** Other responsibilities:

**Z4** Extending the defects date:
Add the following as a new clause 42.5:

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 90.2, after the words “or its equivalent”: “or business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Additional Z Clauses

Z6 Cession, delegation and assignment

Z6.1 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.

Z6.2 The Employer may cede and delegate its rights and obligations under this contract to any person or entity.

Z7 Joint and several liability

Z7.1 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.

Z7.2 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.

Z7.3 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.

Z8 Ethics

Z8.1 The Contractor undertakes:

Z8.1.1 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;

Z8.1.2 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.
Z8.2 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.

Z8.3 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.

Z9 Confidentiality

Z9.1 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.

Z9.2 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.

Z9.3 This undertaking shall not apply to –

Z9.3.1 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;

Z9.3.2 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;

Z9.3.3 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);

Z9.4 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.

Z9.5 The Contractor ensures that all his Subcontractors abide by the undertakings in this clause.

Z10 Employer's Step-in rights

Z10.1 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.

Z10.2 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.
### Liens and Encumbrances

**Z11.1** 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.

### Intellectual Property

**Z12.1** 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.

**Z12.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

**Z12.3** 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.

**Z12.4** 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.

**Z12.5** 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:

- **Z12.5.1** the Contractor's design, manufacture, construction or execution of the Works
- **Z12.5.2** the use of the Contractor's Equipment, or
- **Z12.5.3** the proper use of the Works.

**Z12.6** 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.

### Dispute resolution:

**Z13.1** 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

<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 Msutswana 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>

### 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; 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 Msutswana 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>

### Notification of a compensation event

**Z14**

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.”

### B-BBEE and Tax Clearance Certificates

**Z15**
Z15.1 The Contractor shall be expected to annually present a compliant BEE and Tax Clearance 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.

Z16 Communication

Z16.1 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

Z16.2 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.

Z17 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:

Z17.1 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
Data provided by the Contractor (the Contractor’s Offer)

The tendering contractor is advised to read both the NEC3 Project Managing and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)\(^1\) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

<table>
<thead>
<tr>
<th>10.1</th>
<th>The Contractor is (Name):</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Tel No.:</td>
</tr>
<tr>
<td></td>
<td>Fax No.:</td>
</tr>
<tr>
<td></td>
<td>E-mail address:</td>
</tr>
</tbody>
</table>

63.2 The percentage for overheads and profit added to the Defined Cost for people is N/A

63.2 The percentage for overheads and profit added to other Defined Cost is N/A

11.2(9) The Price List is in the document called ‘Price List’ in Part 2 of this contract.

11.2(10) The offered total of the Prices is [Enter the total of the Prices from the Price List]: R

---

\(^1\) Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.
PART C1.3 INSURANCE
INSURANCE CLAUSES FOR CAPEX PROJECTS

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

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

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 than 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 R10 million, the ACSA PI cover will kick in for the amount in excess of R10 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.
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.

CONTRACTOR IS RESPONSIBLE FOR THE FOLLOWING AS WELL:

(a) Insurance of Contractors 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.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment’s in the Suppliers’ or Sub Supplier’s operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability indemnity.

Sub-Contractors

The Contractor shall:

a. Ensure that all potential and appointed Sub-Contractors are aware of ACSA’s insurance requirements.

b. Enforce the compliance by Sub-Contractors where applicable.
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 O R TAMBO INTERNATIONAL AIRPORT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address:</td>
<td>Airports Company South Africa SOC Limited</td>
</tr>
<tr>
<td></td>
<td>O.R Tambo International Airport</td>
</tr>
<tr>
<td></td>
<td>Private Bag X1</td>
</tr>
<tr>
<td></td>
<td>ORTIA</td>
</tr>
<tr>
<td></td>
<td>Gauteng</td>
</tr>
<tr>
<td></td>
<td>South Africa</td>
</tr>
<tr>
<td></td>
<td>1627</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

Refer to Part C3

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 Mandatory warrants that all their employees and/or their contractor’s employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client’s premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and/or their employees are present on the Client’s premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
   a. Public Liability Insurance Cover as required by the Subcontract Agreement.
   b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and/or their Subcontractors and/or their respective employee’s acts and/or omissions on the Client’s premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatory undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:
1. All work performed by the 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 practices.
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 __________ 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 MANDATARY

(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT

AIRPORT COMPANY SOUTH AFRICA

DATE
C2 Pricing Data

C2.1 Pricing assumptions

Entries in the first four columns in the Price List are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

All Prices are to be shown excluding VAT unless instructed otherwise by the *Employer* in Tender Data or in an instruction the *Employer* has given before the tenderer enters his Prices.

If there is insufficient space in the Price List which follows, state in which document the Price List is contained.
C2.2 Price List

Successful Bidder’s Price List will be included here
C3: Scope of Work

C3.1 Works Information

1.1 PURPOSE

The purpose of this project is to replace and upgrade general lighting in the OR Tambo International Airport Terminal from various conventional technologies to Light Emitting Diode (LED) technology for energy efficiency, spatial ambience improvement and maintenance optimisation. It involves removing the existing fittings, disposing them and replacing them with LED technology.

The dynamics of Airport Service Quality (ASQ) needs have prompted the upgrade of lighting to meet the continuous changing requirements in the terminal space while managing the challenges in the environmental space towards achieving zero carbon footprint.

The scope of this tender will cover:

a) Parking areas around the Terminal Building (Underground – KB1 & KB2, Adjacent - MSP1 & MSP2)
b) Terminal Building Landside - areas both inside and outside the Terminal Building

3.2 OVERVIEW OF WORK

The employer requires an Upgrade of the existing lighting to LED technology at the ORTIA Terminal Precinct.

The Contractor shall supply, deliver, install, test, commission, dispose old fittings and hand-over the specified assets in the form of functional LED Lighting (DALI ready) which has to comply with the specifications as detailed in this Works Information.

Contractor will be working on heights with a minimum of fifteen meters (15m).

The works shall include the following:

a. Upgrade of Lighting (Luminaire) to LED Lighting technology at O.R. Tambo International Airport (Supply, deliver, install and commissioning of LED and Replacement of Luminaire)
b. Provide adequate equipment and material resources and human capital necessary for the completion of works including transportation of the resources where required. Site supervision and management

c. Handing over operations and maintenance manuals including all installation drawings and test certificates and certificates of completion of works.

ORTIA is a 24hr operating airport.

This works is expected to be completed within 18 months.
Interpretation and terminology

The following abbreviations are used in this Works Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACSA</td>
<td>Airport Company South Africa</td>
</tr>
<tr>
<td>ORTIA</td>
<td>OR Tambo International Airport</td>
</tr>
<tr>
<td>LED</td>
<td>Light Emitting Diode</td>
</tr>
<tr>
<td>FGPU</td>
<td>Fixed Ground Power Unit</td>
</tr>
<tr>
<td>PLB</td>
<td>Passenger Loading Bridge</td>
</tr>
<tr>
<td>SANS</td>
<td>South African National Standards</td>
</tr>
<tr>
<td>OHS ACT</td>
<td>Occupational Health and Safety Act</td>
</tr>
<tr>
<td>PO</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>OEM</td>
<td>Original Equipment Manufacture</td>
</tr>
<tr>
<td>RSA</td>
<td>Republic of South Africa</td>
</tr>
<tr>
<td>UOM</td>
<td>Unit of Measure</td>
</tr>
<tr>
<td>ICAO</td>
<td>International Civil Aviation Organisation</td>
</tr>
</tbody>
</table>

1.3 DETAILED SCOPE OF WORKS

ACSA requires the following work to be done at O R Tambo International Airport.

Product Specification:
Refer Appendix A and tables under Functionality for Product Specification for Parking and Terminal Building Landside Areas.

NOTES:

1. All LED light fittings shall be readily compatible with Digital Addressable Lighting Interface (DALI) system as per IEC 62386 (WIRELESS - with Passive Integrated DALI driver).
2. Lighting controls shall be according to the operational needs of the environment in use.
3. Toxins shall be as far as reasonably practical be avoided.
4. Uniform Glare Rating (UGR) shall be compliant with ISO 8995.
5. All lighting designs shall be compliant with Occupational Health and Safety Act 85 of 1993 requirements with regards to lux levels.
6. Bidder to indicate on Brochure the corresponding ACSA Specification code.
7. Bidder to confirm that product offered is DALI ready.
The project entails the following:

1. Removal of existing conventional light fittings as per bills of quantities (BOQ’s) and supply, installation & commissioning of new LED light fittings as per specification in APPENDIX A, including new circuiting, circuit reconfiguration, outlet points and ceiling cut-outs where required.
2. Disconnect and remove existing conventional light fittings. Supply, install and commission new LED light fittings.
3. Remove existing hanging Induction high bay light fittings and supply, install & commission new high bay LED light fittings of similar size.
4. Site audit and verification of all relevant lighting circuits in all the areas where luminaire replacement will be carried out. This is to ensure compliance with SANS 10114 with specific focus on emergency lighting that is fed from UPS and Generator lighting circuits.
5. Recording of illumination levels of all areas to be worked on before and after the installation of new luminaires. Lighting grid of 10m x 10m horizontally at 1m from floor.
6. All the work will be done in existing occupied operational areas and strict liaison with the project lead, terminal management and ACSA tenants will always have to be done. Power interruptions to any facilities must be kept at a minimum and well communicated with the end users.

Working Hours:
Allowance for after-hours work must be made for this project (Between last flight out at night – approx. 10pm and first flight in/out morning- approx. 5am).

Works Methodology
After getting all the necessary ACSA approvals as prescribed in safety, security and house rules;

1. Identification of the supply source Distribution Boards (DBs) by the qualified contractor’s electrician – with the help of ACSA electrician.
2. Partial handover of that DB by the ACSA electrician to the contractor’s electrician in writing.
3. Recording of the following before removal of existing light fittings:
   a. DB name where applicable and the location as prescribed in the BOQ.
   b. Time and date
   c. Measurement of consumption current (Amps) in each of affected lighting circuits, making use of the clamp-on meter or tong tester.
4. Safe removal of existing fittings.
5. Replacement of the old fitting with the specified replacement fitting according to the specification code and bill of quantity.
6. Modification of circuits where necessary as follows:
   a. Extension of wires or changing of circuits with relevant colour coding as per SANS 1042 where applicable.
8. Recording of the spatial lux readings for the area covering as per item 6 in the scope of works
9. Take readings of load current (Amps) in each of affected lighting circuits, making use of the clamp-on meter or tong tester.
10. Handover the DB back to the ACSA Electrical team.
11. Dispose old fittings accordingly and supply the certificate accordingly to the responsible ACSA project lead.
12. BROCHURE – Bidder to indicate corresponding ACSA specification code on Brochure that they supply.
NB: Local support and guarantees/warrantees is critical at completion of works or at each milestone before payments are made.

ALL WORKS TO BE CARRIED OUT ACCORDING TO NECESSARY LEGISLATION, SOUTH AFRICAN NATIONAL STANDARDS (SANS), ACSA RULES ETC GOVERNING THE SITE AND THIS WORKS.

KEY PERSONNEL (Provide CV and supporting documentation)

- Bidder to provide a list of the key personnel for this project in table 5.
- CVs to be provided
- Related Competencies and experience to be illustrated.
- Relevant supporting documents for qualifications etc to be provided.
- Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority

The following minimum Key Personnel are required for this project:

SITE MANAGER:
- To manage contractual obligations of the project on behalf of the contractor.
- To manage the project delivery and timelines on behalf of the contractor.
- To manage finances and payment certificates on behalf of the contractor.
- To ensure safety and business objectives are met as well as accountability of resources for the contractor. (To supervise the Works on behalf of the contractor)
- To manage engineering aspect of the luminaires supplied in line with the ACSA specification as well as delivery of warrantee and guarantee certificates.
- To produce a works/technical report at each milestone or at each payment stage or as and when required by the client (ACSA Engineer) in a professional manner.
- To ensure safety adherence is always observed and applied accordingly.

Required Qualification:  N6 Diploma / Degree (Electrical) or equivalent

Experience:  Relevant Experience must be a minimum of 3 projects in relation to the scope of works in this bid document.

ELECTRICIAN/S: (Can be either 1 or 2 persons)
To ensure all work is carried out in accordance with SANS 10142-1:2017 Edition 2
- The Electrician must understand building code of wiring as prescribed by SANS 10141-1 and be able to give instructions in line with the code.
- The Electrician must be proficient to work on LV live apparatus safely when required without causing a danger to himself and others as well as avoiding interruptions to the critical power supply of the plant being worked on.
- The Electrician must be able to operate safely, accurately and interpret test results from electrical monitoring instruments such as:
  a. Voltage and Current Readings
  b. Lighting lux readings
  c. Any other electrical quantities when required such as power measurements.
- The Electrician must be able to communicate in the local South African official language (preferably English) both verbally and in the written form.
- The Electrician must ensure safety adherence is always observed and applied.

Required Qualification:  i) Electrical Trade Test and Wireman’s Licence (Can be either 1 or 2 persons)  ii) Working on Heights certificate

Experience:  Relevant Experience must be a minimum of 3 projects in relation to the scope of works in this bid document.
ELECTRICIAN’S ASSISTANT:

To ensure that he/she can understand instructions given by the ELECTRICIAN responsible for the works in line with SANS 10142-1:2017 Edition 2.

- The Electrician must be able to operate safely, accurately and interpret test results from electrical monitoring instruments such as:
  a. Voltage and Current Readings
  b. Lighting lux readings
  c. Any other electrical quantities when required such as power measurements.
- To ensure safety of colleagues is maintained.

Required Qualification:  
  i) N2 Electrical or higher  
  ii) Working on Heights certificate

Experience: Relevant Experience must be a minimum of 1 project in relation to the scope of works in this bid document.

SAFETY OFFICER:

Safety Officer will be responsible for:

- Establish and implement a Risk assessment procedure
- Conduct Incident Investigation
- Develop the Hazard Identification & Risk assessment (HIRA) system

Required Qualification: National diploma in safety, health management/environmental health or NOSA Samtrack (Introduction and Samtrack)

Experience: Minimum of 2 years experience

Project Delivery Lead Time

Project must be completed within 18 months from signing of contract.

Site Access and Establishment

Site establishment and equipment to be based on the landside. It will be a contractor’s responsibility to provide a secure environment for their equipment.

The project will take place within ORTIA’s Terminal Building and Parking areas.

The contractor’s personnel will not be permitted at the restricted areas without the necessary permits and reflective jackets.

Induction Course

An induction course must be attended by the contractor and all personnel who would be involved on site. The contractor will need to make own arrangements for staff full medicals. And schedule with the ACSA’s project manager for the induction course.

Other Airport Users and Contractors

The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services.
Warranty/Guarantee
A 10% retention fee will be applied for this contract. The retention fee will be deducted across all claims that will be forwarded for payment and for a period of 6 months after the certified completion date.

Organization and Staff of the Contractor

Competence and Conduct of Workmen and Supervisory Staff
The Contractor shall employ persons that are competent and efficient in their specific trades and callings. Airports Company South Africa Limited may object to and require the Contractor to remove from site any person employed by the Contractor who, in the opinion of Airports Company South Africa Limited, misconduct’s himself or is incompetent or negligent in the proper performance of his duties. Such a person shall not be employed under this contract again.

Replacement of Staff
Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have competence and abilities equal to or better than that of the personnel they replace.

Works co-ordination meetings
The contractor will be required to attend monthly meetings at ORTIA with the Project Lead. In these meetings the contractor will be reporting on the progress, constrains and any other issues pertaining to the project. Minutes will be recorded and distributed.

Reliability
The Contractor shall take all reasonable measures to safeguard performance and quality.

Safety and Convenience of Airport
The Contractor shall protect the site properly and shall so arrange his operations that minimum danger and inconvenience is caused to airport operations. For this purpose, he shall, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by Airports Company South Africa Limited or by any act, regulation or statutory authorities.

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

Electricity and Water
The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense, shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water.

Access to Available Drawings and Records
Airports Company South Africa Limited shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.

Shutdown and Access to Equipment
Airports Company South Africa Limited, at the request of the Contractor, shall arrange for necessary shutdowns of services and access to equipment to facilitate the execution of the Works wherever possible during night working hours. However, it should be noted that airport operations would be given priority in this regard.

Delivery of Materials and Equipment

Notices of Intention to Deliver
No plant or Contractor’s equipment shall be shipped or delivered to the Site until permission has been obtained by the Contractor from Airports Company South Africa Limited that these may be delivered. The Contractor shall be responsible for the reception at the Site of all plant and Contractor’s equipment delivered for the purposes of the works.
Payments
Payment terms will be discussed and agreed with the successful bidder, the agreed dates will be amongst those approved by Airports company south Africa.

Notes:
1. Hot works can only be carried out after a Hot Works permit is issued by ACSA.
2. Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures as per the OHS Act.
3. Contractor to provide PPE that is identifiable.
4. Housekeeping should be maintained at all times.

Approvals:
- Site Approvals - The contractor will require approvals as follows prior to working on site:-
  - Permit office for Permits (vehicles/individuals) and Parking.
  - Safety department for safety file approval and permit to work.
- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.
- Direct reporting lines will be to the ACSA Contracts Manager.

Proof of Compliance with the Law:
Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site, including but not limited to:
- OHS Act 85 of 1993
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996
- Airports Company Act, No.44 of 1993
- Civil Aviation Offences Act, No.10 of 1972
- South African Civil Aviation Authority Act, No.40 of 1998
- The ACSA Permit regulations

Disposal Requirements
- Disposal during and after contract period:
  - 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 the ACSA site referred to in this bid document.
  - 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.
  - A valid disposal certificate must be submitted to ACSA.
Permits

(a) The Contractor shall procure the services at ACSA Airports. All airside services are in restricted areas and access-controlled areas; accordingly, it is crucial for the Contractor to note that ACSA Airports are National Key Points and governed as such.

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

(c) The Contractor shall be compensated for costs relating to Employer required permits.

(d) The Contractor must ensure that he/she is, at all times, familiar with the Employer’s safety and security requirements relating to permits in order for no services to be delayed as a result thereof. This includes the permit application process (available to the Contractor upon request).

(e) All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.

(f) The Contractor shall have no claim against the Employer in the event that a permit request is refused for reasons not attributable to the Employer.

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

<table>
<thead>
<tr>
<th>Permit</th>
<th>Required by/for</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>AVOP – Airside Vehicle Operator permit</td>
<td>All drivers of vehicles on airside</td>
<td>ACSA Safety</td>
</tr>
<tr>
<td>Airside Vehicle Permit</td>
<td>All vehicles that enter airside</td>
<td>ACSA Safety</td>
</tr>
<tr>
<td>Basement Parking permit</td>
<td>All vehicles allowed to enter the delivery basement</td>
<td>ACSA Parking</td>
</tr>
<tr>
<td>Personal permit</td>
<td>All persons employed on the Airport</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Cell phone permit</td>
<td>All persons taking cell phones to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Lap top permit</td>
<td>All persons taking lap top computers to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Camera permit</td>
<td>All persons taking cameras or camera equipment to airside</td>
<td>ACSA Security</td>
</tr>
<tr>
<td>Hot Works Permit</td>
<td>All welding and/metal cutting Services</td>
<td>ACSA Safety / Fire &amp; Rescue</td>
</tr>
</tbody>
</table>

(f) Proof of having attended the 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.

(g) Use of cell phones on airside is 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.

(h) The Contractor shall not be allowed to use two-way radios at the Employer’s Premises unless these radios are of the type as approved by the ACSA IT department and are intrinsically safe. Unsafe acts/ negligent behaviour can lead to penalties/fines and/or a removal of the access permit.
HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

1. REPLACEMENT OF STAFF
1.1. Staff removed for any reason whatsoever shall be immediately replaced.
1.2. Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace.

2. HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES
2.1. 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.
2.2. 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 successful bidder is expected to sign the undertaking in this regard as attached. 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.
2.3. The Safety File for all works must be handed to ACSA safety department at least 10 days prior to doing any work.
2.4. Hot works permit is obtainable from Safety Department – Prior arrangement must be made before execution of work.
2.5. Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place at the airport.
2.6. The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.
2.7. Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA’s SHE Representative, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.
2.8. 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.
2.9. 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
   - Multi-Storey Office (MSO) Building
2.10 Any process in the above mentioned areas involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.
2.11 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.
2.12 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.
HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

ANNEXURE A cont.

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

2.14 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.

2.15 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.

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

2.17 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 so as to prevent fire hazards.

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

2.19 Use of cell phones on airside is 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.

2.20 The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type as approved by the ACSA IT department.
### Notification of Safety / Housekeeping Infringement

<table>
<thead>
<tr>
<th>Name of Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Responsible Individual</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Activity in Progress at the Time of Infringement</th>
<th></th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Nature of Infringement</th>
<th></th>
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</table>

<table>
<thead>
<tr>
<th>Serious</th>
<th>Minor</th>
<th></th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Issued By</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td></td>
</tr>
<tr>
<td>Contact Details</td>
<td></td>
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<tr>
<th>Issued To</th>
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<tbody>
<tr>
<td>Name</td>
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<tr>
<td>Date</td>
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</tr>
<tr>
<td>Time</td>
<td></td>
</tr>
<tr>
<td>Contact Details</td>
<td></td>
</tr>
</tbody>
</table>
## PERFORMANCE EVALUATION

### ANNEXURE C

Contractors will be evaluated on the following on a quarterly:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Rating</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Safety and Housekeeping:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Safety Warning sign in place</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Isolation/cordon/Barricading off area</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Warning Signs in place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Reporting:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Progress Reports submitted on time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Personal Protective Equipment:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Wearing of PPE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Security and Uniform:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>ID card always clearly visible</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clear sign of the name of company</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>To be properly dressed in overalls with company name on the back for identification</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Reliability:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>No repeat incident on equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Keep agreed spares available</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Submission of documentation:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Quotes submitted with agreed time frame</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Invoice submitted on time</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Workmanship:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Quality of workmanship</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Systems:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Job card system in place and connected to ACSA CMMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Preventative Maintenance Plan:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Preventative Maintenance plan in place</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Reaction Time:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Speed of resolving calls based on CMMS information report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Safety Documentation:</td>
<td>1 2 3 4 5</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Submission and updating of Safety Documents</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Score:**  \( \frac{..................}{55} \)  \( \frac{..................}{\%} \)
Evaluation Comments:

ACSA Representative: 
Signature: 
Date: 

Service Provider: 
Signature: 
Date: 

Service Manager: 
Signature: 
Date:
## Non-Conformance Form

**Non Conformance Report**

<table>
<thead>
<tr>
<th>Contract number</th>
<th>Reference document</th>
</tr>
</thead>
<tbody>
<tr>
<td>ME DOC 200610/01</td>
<td></td>
</tr>
</tbody>
</table>

### Contractor's Details

- **Contractor name**

- **Contract/Service description**

- **Contract number**

### Reference Document

- **Reference document**

- **ME DOC 200610/01**

### Number of non-conformances already issued against the contractor

### Location of Non-conformance

### Description of Non-conformance:

- **ACSA Representative's Department**

<table>
<thead>
<tr>
<th>ACSA Representative Name</th>
<th>Signature</th>
<th>Date</th>
<th>Response date required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### ACSA Representative's Email Address

- **ACSA Representative's Email Address**

- **Telephone**

- **Cell**

- **Facsimile**

### Contractor's Representative

- **Name**

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

### Response Details

- **Response date required**

- **6**

### Contractor's Response:

- **(A) Cause**

- **(B) Immediate Corrective Action**

- **(C) Action to Prevent Recurrence**

### Corrective Action Implementation Date:

- **(D) Corrective Action Implementation Date:**

- **(E) Preventing Recurrence Implementation Date:**

### Follow up and close out

- **(A) Follow up and close out**

### Comments

- **Comments**

### Evaluation of Proposed Corrective Action

- **ACSA Representative**

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

### Acceptance

- **Accepted**
- **Rejected**

### Corrective Action Implemented

- **Corrective Action Implemented to ACSA and contract requirements**

### Follow up and close out

- **ACSA Representative**

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

### Acceptance

- **Accepted**
- **Rejected**

### Comments

- **Comments**

### Date Implemented

- **Date Implemented**

### Follow up and close out

- **ACSA Representative**

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

### Acceptance

- **Accepted**
- **Rejected**

### Comments

- **Comments**

### Date

- **Date**
# Non Conformance Report

## NON CONFORMANCE REPORT (NCR) PROCESS

1. The **ACSA representative** notices any irregularity concerning contractor performance, quality, deviation from contract, etc and fills out this form.

2. The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor’s representative**.

3. The **Contractor’s representative** signs acceptance and understanding of the NCR.

4. The **ACSA representative** gives a copy of this signed NCR to the M&E managers office for filing and noting.

5. The **Contractor’s representative** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.

6. The **Contractor’s representative** submits the response e-mail / fax to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.

7. The **ACSA representative** informs the **Contractor’s representative** of the result of the evaluation, by responding via e-mail / fax.

8. Note: If the response is not adequate, the **Contractor’s representative** must resubmit a solution.

9. Upon completion of the corrective action and verification thereof, the **Contractor’s representative** then informs the **ACSA representative** by responding e-mail / fax that the corrective action has been carried out and is ready for inspection.

10. The **ACSA representative’s** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.

11. The **ACSA representative** returns the concluding results to the **Contractor’s representative** via e-mail / fax.

12. If the original situation still exists, and the NCR can not be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.

13. Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non acceptance of the contractors corrective action by ACSA may lead to cancellation of the contract.

14. These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

**Note:**
- All parties shall ensure that no delays are caused in the above chain of events.
- The shaded areas are to be completed by the **Contractor’s representative**
4. Constraints on how the **Contractor** Provides the Works

4.1 Meetings

A contractor will be required to attend risk reduction meetings with the consultant and representative of Airports Company South Africa. In these meetings, a contractor will be reporting on the progress, constrains and any other issues pertaining to the project. Minutes will be recorded and distributed by the consultant. Bi-weekly meetings will be held on site.

4.2 Use of standard forms

All NEC forms shall be used as stipulated in the NEC 3 clauses.

4.3 Invoicing and payment

In terms of core clause 50 the **Contractor** assesses the amount due and applies to the **Employer** for payment. The **Contractor** applies for payment with a tax invoice addressed to the **Employer** as follows:

The **Contractor** includes the following information on each tax invoice:

- Name and address of the **Contractor**
- The contract number and title;
- **Contractor’s** VAT registration number;
- The **Employer’s** VAT registration number
- The total Price for Work Done to Date which the **Contractor** has completed;
- Other amounts to be paid to the **Contractor**;
- Less amounts to be paid by or retained from the **Contractor**;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- ACSA BPA No. to be included for every invoice received

The Contractor shall submit his claims for payment for work performed, and material costs upon completion of the Services to Airports Company South Africa Limited for certification/approval.
Subject to any special provisions in the Specification and subject to any deductions which Airports Company South Africa Limited may be authorised to make under the terms of the Agreement, the Contractor shall be entitled to payment upon certification.

Payments of the amounts so certified shall be made to the Contractor by Airports Company South Africa Limited within 14 days after receipt of invoice from the Contractor.

4.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the Employer may require the Contractor to keep records of amounts paid by him for people employed by the Contractor, Plant and Materials, work subcontracted by the Contractor and Equipment. [See clause 11.2(5) and 63.2]. State in what form these records are to be kept and how accessed by the Employer.

4.5 B-BBEE and preferencing scheme

None

4.6 Facilities to be provided by the Contractor

Temporary site office to be provided by the contractor close to the airport.

4.7 Title to material from excavation and demolition

N/A

4.8 Design by the Contractor

N/A

5. Requirements for the programme

The Contractor is required to submit a program for approval within 14 days of the award of this contract. This program shall be subject to discussion and review by the Project Manager prior to acceptance.

The Contractor’s proposed construction program shall be in the form of a bar chart (Gantt chart) or any other time-activity form acceptable to the Project Manager. The program shall clearly show:

(i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (All routes as stipulated under scope of works) for each element of the Works. Sufficient detail shall be provided to enable the Project Manager to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the program.

(ii) The sequence of activities and any dependencies (time or resource related) between them.

(iii) The critical path activities.

(iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.

(v) Other information specifically required by the Project Manager.
When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

(i) Expected weather conditions and its effects.
(ii) Known physical conditions or artificial obstructions.
(iii) Obtaining permits for all workers and staff, vehicle permits, vehicle operating permits for drivers and operators and radio operators.
(iv) The accommodation and safeguarding of public and traffic.
(v) Dealing with, altering and installing services.
(vi) The reasonable requirements and programmes of the Employer.
(vii) All other actions required in terms of this contract.

The following details shall be submitted together with the programme.

(i) The number of working hours per day, working days per week, assumed holiday or shut down periods on which the programme is based.
(ii) The detailed traffic and installation accommodation proposals on which the programme is based.

The Contractor shall base its initial programme of work on the scope of the work as described in the project specification and the schedule of quantities. This programme shall be reviewed on a regular basis by the Contractor in accordance with changing circumstances, delays and amendments to the work ordered by the Project Manager.

Minor revisions to the approved program may be introduced from time to time by mutual agreement between the Employer, the Contractor, and the Project Manager. Should the Project Manager believe that a major revision of the program is required, the Contractor will be notified in writing and a revised program shall be submitted within one week of receipt of such notification.

It should be noted that it is in the Contractor’s interest to provide a comprehensive program giving as much information as possible about the times allowed for the various activities as well as resources or other limitations affecting the program, since the approved program may be used to evaluate any claims in terms of the general conditions of contract for extensions of time.
6. Services and other things provided by the *Employer*

None
C4: Site Information

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

1. Access limitations

Access into site will be restricted to permitted personnel through an ACSA permit system and as such all personnel who will forming part of staff that will be executing the works shall be issued with permits.

The contractor’s personnel will not be permitted at the restricted areas without the necessary permits and reflective jackets.

2. Ground conditions in areas affected by work in this contract

The contractor is to take cognizance that the airport is used by others and other contractors may be on site for unrelated projects/services.

O R Tambo International Airport is a 24hr operating airport.

All works is to be carried out between the last flight out at night – approximately 10pm and the first flight in/out in the morning – approx. 5am)

The contractor must cater for night work; work over weekends and on public holidays as well as all statutory requirements in this regard.

3. Hidden and other services within the site

There are no hidden services around the area where works will be performed.

4. Details of existing buildings / facilities which Contractor is required to work on

The works is to be carried out at O R Tambo International Airport (ORTIA):

   i) Parking Areas around the Terminal Building (Underground - KB1 & KB2, Adjacent - MSP1 & MSP 2)
   ii) Terminal Building Landside - areas both Inside and outside the Terminal Building.

The contractor is required to comply to all Airport safety regulations and no work shall commence until the safety file has been approved and permit to work issued.

All works to be carried out according to necessary Legislation, South African National Standards (SANS), ACSA rules etc governing the site and works.