AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: DIA452/2019/RFP

TITLE OF PROJECT: MAINTENANCE AND REPAIRS OF ASPHALT AND CONCRETE PAVEMENTS (AIRSIDE AND LANDSIDE) FOR A PERIOD OF 5 YEARS AT KING SHAKA INTERNATIONAL AIRPORT

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

KING SHAKA INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and

(Registration Number: ________________________)

for MAINTENANCE AND REPAIRS OF ASPHALT AND CONCRETE PAVEMENTS FOR A PERIOD OF 5 YEARS

Contents:

<table>
<thead>
<tr>
<th>Part</th>
<th>Description</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part C1</td>
<td>Agreements &amp; Contract Data</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C2</td>
<td>Pricing Data</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C3</td>
<td>Scope of Works</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C4</td>
<td>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 Maintenance and Repairs of Asphalt and Concrete pavements for a period of 5 years.

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: TBA

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

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

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s) ...........................................................................................................................................
Name(s) ...........................................................................................................................................
Capacity ..............................................................................................................................................
For the Bidder: ...................................................................................................................................
Name & signature of witness (Insert name and address of organisation) Date
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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)  

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

1 Subject
Details

2 Subject
Details

3 Subject
Details

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

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

<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></td>
</tr>
<tr>
<td>Airports Company South Africa SOC Limited</td>
<td></td>
</tr>
<tr>
<td>KING SHAKA INTERNATIONAL AIRPORT LA MERCY</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Signature of witness</td>
<td>(Insert name and address of organisation)</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></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for Main Option</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Main Option</td>
<td><strong>B</strong>: Priced contract with Bill of Quantities</td>
</tr>
<tr>
<td></td>
<td>Dispute resolution Option</td>
<td><strong>W1</strong>: Dispute resolution procedure</td>
</tr>
<tr>
<td></td>
<td>Secondary Options (incorporating amendments)</td>
<td><strong>X2</strong>: Changes in the law</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>X7</strong>: Delay damages</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>X13</strong>: Performance Bond</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>X16</strong>: Retention</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>X18</strong>: Limitation of liability</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Z</strong>: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013</td>
</tr>
</tbody>
</table>

10.1 The **Employer** is (Name) Airports Company South Africa SOC Limited, KING SHAKA INTERNATIONAL AIRPORT

Address LA MERCY

Telephone 032 436 6000

Fax

10.1 The **Project Manager** is Mzokhona Dlamini

Address KING Shaka International Airport LA Mercy

Telephone 032 436 6000

E-mail address Mzokhona.Dlamini@airports.co.za
10.1 The Supervisor is Justice Buthelezi

Address
King Shaka International Airport
La Mercy

Telephone
Fax
Email
032 436 6000
Justice.Buthelezi.co.za

11.2 The works are Maintenance and Repairs of Asphalt and Concrete pavements

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 TBA

11.2 The completion date is TBA

30.1 The access date is TBA

31.1 The Contractor submits a first (preliminary) programme with the tender by the tender closing date TBA

32.2 The Contractor submits revised programmes at intervals no longer than Four (4) weeks
35.1 The Employer is not willing to take over the works before the completion date. The Employer and Others will have access to the works during construction or prior to completion. Such access by the Employer and Others shall not relieve the Contractor from liability for the completion of the works in accordance with the Works Information and in terms of this contract.

4 Testing and Defects

42.2 The defects date is Twelve (12) months after Completion of the whole of the works.

43.2 The defects correction period is Two (2) weeks.

5 Payment

50.1 The assessment interval is 4 weeks.

50.1 The currency of this contract is the South African Rand.

51.2 The period within which payment is made is Four (4) weeks.

51.4 The interest rate is The prime lending rate of the Nedbank Bank. as determined from time to time.

6 Compensation events

60.1 The weather measurements to be recorded for each calendar month are the cumulative rainfall (mm), the number of days with rainfall more than 10 mm, the number of days with minimum air temperature less than 0 degrees Celsius.

60.1 The place where weather is to be recorded (on the Site) is At the Construction Site Office and the records to be kept on site in a file clearly marked for this purpose.

60.1 Assumed values for the ten-year return weather data for each weather measurement for each calendar month are

<table>
<thead>
<tr>
<th></th>
<th>Month</th>
<th>Days</th>
<th>Month</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>1</td>
<td></td>
<td>July</td>
<td>4</td>
</tr>
<tr>
<td>February</td>
<td>1</td>
<td></td>
<td>August</td>
<td>3</td>
</tr>
<tr>
<td>March</td>
<td>2</td>
<td></td>
<td>September</td>
<td>2</td>
</tr>
<tr>
<td>April</td>
<td>2</td>
<td></td>
<td>October</td>
<td>2</td>
</tr>
<tr>
<td>May</td>
<td>3</td>
<td></td>
<td>November</td>
<td>2</td>
</tr>
<tr>
<td>June</td>
<td>3</td>
<td></td>
<td>December</td>
<td>1</td>
</tr>
</tbody>
</table>

7 Title

No data required for this section of the conditions of contract.

8 Risks and Insurance

84.1 The Employer provides these insurances Refer to the Insurance Clauses which is attached at the end of the Contract Data.

84.2 The Contractor provides the insurance stated in The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor’s risk from the starting date until the Defects Certificate or a termination certificate has been issued.
The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:

As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993

<table>
<thead>
<tr>
<th></th>
<th>Data for Main Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Termination</td>
</tr>
</tbody>
</table>

No data required for this section of the conditions of contract

<table>
<thead>
<tr>
<th></th>
<th>Data for Option W1</th>
</tr>
</thead>
<tbody>
<tr>
<td>B</td>
<td>Priced contract with Bill of Quantities</td>
</tr>
</tbody>
</table>

Refer Pricing Schedule

<table>
<thead>
<tr>
<th></th>
<th>Data for Secondary Option Clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>Delay Damages</td>
</tr>
</tbody>
</table>

Delay damages of the works are Amount per day is 0.05%, to the maximum of 10% of the Contract value

<table>
<thead>
<tr>
<th></th>
<th>Performance bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>X13</td>
<td>The amount of the performance bond is</td>
</tr>
</tbody>
</table>

10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.

<table>
<thead>
<tr>
<th></th>
<th>Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>X16</td>
<td></td>
</tr>
</tbody>
</table>


### Limitation of Liability

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>X18.1</td>
<td>The Contractor's liability to the Employer for indirect or consequential loss is limited to</td>
<td>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</td>
</tr>
<tr>
<td>X18.2</td>
<td>For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to</td>
<td>The total of the Prices</td>
</tr>
<tr>
<td>X18.3</td>
<td>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</td>
<td>The total of the Prices</td>
</tr>
<tr>
<td>X18.4</td>
<td>The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to</td>
<td>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.</td>
</tr>
</tbody>
</table>

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.

### The Additional conditions of contract are

Z1 – Z20

### Amendments to the Core Clauses

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1</td>
<td>Interpretation of the law</td>
</tr>
<tr>
<td>Z1.1</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>
</tbody>
</table>
Z2 Providing the Works:

Z2.1 Delete core clause 20.1 and replace with the following:
The Contractor provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose.

Z3 Other responsibilities:

Z3.1 Add the following at the end of core clause 27:
The Contractor shall have satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.

Z3.2 The Contractor shall be responsible for the correct setting out of the Works in accordance with the original points, lines and levels stated in the Works Information or notified by the Project Manager, Supervisor or the Employer. Any errors in the positioning of the Works shall be rectified by the Contractor at the Contractor’s own costs.

Z4 Extending the defects date:

Z4.1 Add the following as a new core clause 46:
If the Employer cannot use the works due to a Defect, which arises after Completion and before the defects date, the defects date is delayed by a period equal to that during which the Employer, due to a Defect, is unable to use the works.

Z4.2 If part of the works is replaced due to a Defect arising after Completion and before the defects date, the defects date for the part of the works which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

Z4.3 The Project Manager notifies the Contractor of the change to a defect date when the delay occurs. The period between Completion and an extended defects date does not exceed twice the period between Completion and the defects date stated in the Contract Data.

Z5 Termination

Z5.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:
“business rescue proceedings are initiated or steps are taken to initiate business 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

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the Contractor

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

Z9 Joint and several liability

Z9.1 If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the Employer for the performance of the Contract.

Z9.2 The Contractor shall, within 1 week of the Contract Date, notify the Project Manager and the Employer of the key person who has the authority to bind the Contractor on their behalf.

Z9.3 The Contractor does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.

Z10 Ethics

Z10.1 The Contractor undertakes:

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

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

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

Z10.3 If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11 Confidentiality

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Project Manager or the Employer, which consent shall not be unreasonably withheld.

Z11.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Project Manager.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the Contractor for the purposes of the implementation of this agreement. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the Employer

Z11.5 The Contractor ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

Z12.1 If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Project Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Contractor

Z12.2 The Contractor co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Project Manager to achieve this end.

Z13 Liens and Encumbrances
Z13.1 The Contractor keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time.

### Z14 Intellectual Property

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

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

**Z14.3** The Contractor gives the Employer an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

**Z14.4** The written approval of the Contractor is to be obtained before the Contractor’s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Contractor’s IP available to any third party the Employer shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Employer would use to protect its IP.

**Z14.5** The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights (“the claim”), which arises out of or in relation to:

- **Z14.5.1** the Contractor’s design, manufacture, construction or execution of the Works
- **Z14.5.2** the use of the Contractor’s Equipment, or
- **Z14.5.3** the proper use of the Works.

**Z14.6** The Employer shall, at the request and cost of the Contractor, assist in contesting the claim and the Contractor may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

### Z16 Dispute resolution:

**Z16.1** Appointment of the Adjudicator
An **Adjudicator** is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated **Adjudicator**, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an **Adjudicator** listed in the Panel of Adjudicators below.

The Parties appoint the **Adjudicator** under the NEC3 Adjudicator’s Contract, April 2013.

### Panel of Adjudicators

<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; 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>

---

### 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. Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2</td>
<td>The working areas are Only the Site Area. See C4 ‘Site Information’</td>
<td></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>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>

|        | Name: |   |
|        | Job: |   |
|        | Responsibility: |   |
|        | Qualifications: |   |
|        | Experience: |   |

<p>|        | Name: |   |
|        | Job: |   |
|        | Responsibility: |   |
|        | Qualifications: |   |
|        | Experience: |   |</p>
<table>
<thead>
<tr>
<th>11.2</th>
<th>The completion date is</th>
<th>TBA</th>
</tr>
</thead>
</table>
| 11.2 | The following matters will be included in the Risk Register | • Existing Services  
| | | • Access to Site  
| | | • Delay in supply of material and/or equipment  
| | | • Progress of the works against the program  
| | | • Travelling public and ACSA stakeholders |
| 11.2 | The Works Information is in Part C3 ‘Scope of Works’ section of this contract |
| 31.1 | The programme identified in the XX |
PRO FORMA FOR PERFORMANCE BOND

PERFORMANCE BOND

[TO BE REPLICATED ON BANK’S LETTERHEAD]

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

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

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

We, the undersigned ................................................... and.......................... ............ in our capacities as Guarantor’s……………………..……………….. (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

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

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

<table>
<thead>
<tr>
<th>Name of Organisation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIRPORTS COMPANY SOUTH AFRICA</td>
</tr>
<tr>
<td>KING SHAKA INTERNATIONAL AIRPORT</td>
</tr>
</tbody>
</table>

Physical Address:
Airport Company South Africa
LA MERCY

Hereinafter referred to as “Client”

<table>
<thead>
<tr>
<th>Name of organisation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address:</td>
</tr>
</tbody>
</table>

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. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.

7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.

8. This Agreement shall be binding for all work the Mandatory undertakes for the client.

9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatory undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:
1. All work performed by the Mandatary on the Client’s premises must be performed under the close supervision of the Mandatary’s employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client’s premises.

2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client’s premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.

9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client’s premises.

10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.

11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client’s machinery/article/substance/plant/personal protective equipment without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client’s premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.

2. The Mandatary confirms that he has been informed that he must report to the Client’s management, in writing anything he/she deems to be unhealthy and/or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client’s employees and other persons in any way whilst performing work on the Client’s premises.

4. The Mandatary understands that no work may commence on the Client’s premises until this procedure is duly completed, signed and received by the Client.

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

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

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

Mandatary – WCA/ Federated Employers Mutual No.............................

_EXPIRY DATE ..............................................................................

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

_____________________________________
SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

_____________________________________
DATE

_____________________________________
DATE
PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the Employer does not limit the obligations, liabilities or responsibilities of the Contractor under this contract in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than Employer, Contractor and works where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:
  - If this Insurance Schedule reflects the amount of any cover provided by the Employer to be higher than the amount required in the Contract Data, the Employer's obligation under this Contract is limited to the lower amount; and
  - If this Insurance Schedule provides for any cover which is not stated to be provided by the Employer in the Contract Data, the Employer's obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

(a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

(i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

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

(iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer. .
(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer).

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

(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.
(d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.

(i) The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be affected with Insurers and on terms approved by the Employer.

(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)

(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

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

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

Sub-Contractors

The Contractor shall:

(a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and

(b) enforce the compliance by Sub-Contractors with this clause where applicable.”
PART C2: PRICING DATA

2.1.1 Pricing Schedules:
2.1.1.1 Preliminary and General

Bill of Quantities
Document No.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Uom</th>
<th>Quantity</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Provision for direct costs incurred for obtaining all personal, vehicle permits, vehicle squitters, vehicle branding (i.e. safety induction, AVOP, etc) to gain airside access, subject to the engineer’s approval</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1(a)</td>
<td>Actual cost of permits</td>
<td>PC Sum</td>
<td>1</td>
<td>50000</td>
</tr>
<tr>
<td>1.1%</td>
<td>Handling costs and profits in respect of subitem 1.1(a)</td>
<td>%</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1©</td>
<td>(Safety File)</td>
<td>PC Sum</td>
<td>1</td>
<td>5000</td>
</tr>
</tbody>
</table>

2.1.1.1 PAVEMENT MAINTENANCE

Bill of Quantities
Document No.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Uom</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SECTION NO.1: Accommodation of Traffic</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Note: The bill of quantities is to be read in conjunction with all supplied drawings and specifications. The quantities detailed in all the Schedules of Quantities are provisional and will be remeasured and priced at the rates submitted and the Contract Price adjusted accordingly.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Temporary traffic – control facilities:

<table>
<thead>
<tr>
<th>Description</th>
<th>Uom</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Flagmen</td>
<td>Ma-day</td>
<td></td>
</tr>
<tr>
<td>(b) Portable Stop and Go-RY Signs</td>
<td>Number</td>
<td></td>
</tr>
<tr>
<td>(c) Road signs: R-and TR-series(1200mm diameter)</td>
<td>Number</td>
<td></td>
</tr>
<tr>
<td>(d) Amber flicker lights</td>
<td>Number</td>
<td></td>
</tr>
<tr>
<td>(e) Road signs: TW-Series (size indicated)</td>
<td>Number</td>
<td></td>
</tr>
<tr>
<td>(f) Delineators (DTG50J)(Size indicated)</td>
<td>Number</td>
<td></td>
</tr>
<tr>
<td>(g) Double sided blade (800mm x 250mm)</td>
<td>Number</td>
<td></td>
</tr>
</tbody>
</table>

(a) Movable barriers
(ACSA approved mobile road safety barrier)
Number

Carried

Bill of Quantities
Document No. 2:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Uom</th>
<th>Quantity</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>B3800 FLEXIBLE PAVEMENT</td>
<td>Patching and repairing edge breaks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.1 Cost for Night Shift Work</td>
<td>Shift</td>
<td></td>
<td>72</td>
<td></td>
</tr>
<tr>
<td>2.2 Sawing asphalt pavement layers for pothole repairs or patching</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a) Sawing asphalt to an average depth:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h) Not exceeding 50mm</td>
<td>m²</td>
<td></td>
<td></td>
<td>6000,00</td>
</tr>
<tr>
<td>(ii) Exceeding 50mm but not exceeding 100mm</td>
<td>m²</td>
<td></td>
<td></td>
<td>30000,00</td>
</tr>
<tr>
<td>(iii) Exceeding 100mm but not exceeding 300mm</td>
<td>m²</td>
<td></td>
<td></td>
<td>15000,00</td>
</tr>
</tbody>
</table>

B4202 BITUMINOUS PRODUCTS

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.3 Asphalt base and surfacing Patching or pothole repairs including all excavation and transport to spoil approved</td>
<td></td>
</tr>
</tbody>
</table>
dumping sites and including the transport of the asphalt material to site, labour costs, asphalt material and plant costs

| 2.3.1  | Colto BTB – 4.8% Binder (minimum 15 tons) | Ton | 450 |
| 2.3.2  | Medium continuously grade hot-mix asphalt (minimum 15 ton) | Ton | 340 |
| 2.3.3  | Modified Binder SMA (Stone Mastic Asphalt) – For runway and taxiways | Ton | 3000 |
| 2.3.4  | Cold Mix Asphalt (For temporal use) | Ton | 100 |
| 2.3.5  | Tar coat of 60% stable grade emulsion (SS60 or similar) at 0.61/m² | L | 30600 |
| 2.3.6  | E.O. for asphalt plant mixing and dispatching at night | Shift | 1 |
| 2.3.7  | Standby Paver when paving on operational areas | Shift | 1 |
| 2.3.8  | Standby Lowbed when milling in operational areas | Shift | 1 |
| 2.3.9  | Hot Cracksealing(Using an approved sealant). Including Cleaning out cracks with “hot dog lance” | L | 400 |

| 3.1  | Cost for Night Shift Work | Shift | 35 |
| 3.2  | Patching areas where defects appear using fast setting concrete (ABE-FMS@25kg or similar approved) including floating and curing. (a) 340mm thickness (b) Varying thickness 340mm to 400mm | m³ |  |
| 3.3  | Joints: (i) Resealing of joints in existing concrete pavement; (a) Joints less than 15mm wide | M |  |
### 3.4 Rehabilitation:

<table>
<thead>
<tr>
<th>(a)</th>
<th>Sawing existing concrete in rehabilitation work. Demolition and removal of existing concrete slabs including disposal at the approved site</th>
<th>m³</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>Joints (15mm to 25mm)</td>
<td>M</td>
</tr>
<tr>
<td>(c)</td>
<td>(25mm to 40mm)</td>
<td>M</td>
</tr>
<tr>
<td>(d)</td>
<td>Forming and sealing of joints between asphalt and concrete pavements</td>
<td>M</td>
</tr>
</tbody>
</table>

### 3.5 New concrete slabs

#### 3.5.1 Strength Concrete 30MPa/19mm in:

| (a) | Concrete slabs ranging from 340mm to 365mm                                                                                       | m³ |

#### 3.5.2 Mesh reinforcement

Supply and place welded high tensile mesh reinforcement Ref.617 laid in concrete slab including 300mm laps all round and all cutting and waste. (Measured nett.)

| m² |

#### 3.5.3 Joints:

(i) Sealing of joints in concrete pavement:

| (a) | Joints less than 15mm wide                                                                                                     | M  |
| (b) | Joints (15mm to 40mm)                                                                                                           | M  |
| (c) | Joints (25mm to 40mm)                                                                                                           | M  |

Carried Forward

### KSIA Pavement Maintenance and Repairs

#### 2.1.1.2 Summary Pricing Schedule:

<table>
<thead>
<tr>
<th>#</th>
<th>SECTION</th>
<th>DESCRIPTION</th>
<th>SUMMARY OF SECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>AMOUNT (RANDS)</td>
</tr>
<tr>
<td>#</td>
<td>SECTION</td>
<td>DESCRIPTION</td>
<td>SUMMARY OF SECTION</td>
</tr>
<tr>
<td>---</td>
<td>---------</td>
<td>-------------</td>
<td>--------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AMOUNT (RANDS)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PAVEMENT MAINTENANCE</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OTHER COSTS(PLEAS SPECIFY)</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUB TOTAL</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GROSS TOTAL (Exc.VAT)</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADD CPI YEAR 2(6%)</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADD CPI YEAR 3(6%)</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADD CPI YEAR 4(6%)</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ADD CPI YEAR 5(6%)</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>VAT at 15%</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES</td>
<td>R</td>
</tr>
</tbody>
</table>

Provisional Sums and 3rd party costs will be reimbursed against proven cost

2.1.1.3 Final Summary Pricing Schedule: **Bid Name**

<table>
<thead>
<tr>
<th>Period (X) Year Total</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Total for Five (5) period years including VAT and Excluding CPI</td>
<td>R</td>
</tr>
</tbody>
</table>

PART 3: SCOPE OF WORK
Develop Scope of Work using guidance provided. Note that this document is merely a guideline of what to include in the scope of work. The contract manager will be required to apply his/her mind and delete or add any information required, depending on the nature of the works. Where the contract requires information to be included in the scope of works, the relevant heading will contain a footnote indicating that the information is compulsory. Complete this document by replacing the guidance notes in [square brackets] with the relevant information. When the document is complete, delete this note and ALL footnotes.

For further guidance refer to guidance notes on CIDB website: http://www.cidb.org.za/procurement/procurement_toolbox/overview/contract_sec/default.aspx

1 Insert at award stage or delete if not applicable. Delete this note once a selection is made.
<table>
<thead>
<tr>
<th>Clause number and description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 3: Scope of Work</td>
<td>31</td>
</tr>
<tr>
<td>C3.1: Employer’s works Information</td>
<td>2</td>
</tr>
<tr>
<td>1. Description of the works</td>
<td>2</td>
</tr>
<tr>
<td>2. Contract Management</td>
<td>6</td>
</tr>
<tr>
<td>3. Engineering and design of the works</td>
<td>7</td>
</tr>
<tr>
<td>4. Procurement</td>
<td>8</td>
</tr>
<tr>
<td>5. Construction</td>
<td>9</td>
</tr>
<tr>
<td>6. Plant and Materials standards and workmanship</td>
<td>12</td>
</tr>
<tr>
<td>2. List of drawings</td>
<td>13</td>
</tr>
<tr>
<td>C3.2 Contractor’s Works Information</td>
<td>14</td>
</tr>
</tbody>
</table>
C3.1: EMPLOYER'S WORKS INFORMATION

1. Description of the works

The contractor will be responsible for all pavement maintenance including emergency repairs.

Work will only take place when needed and upon instruction by the Service Manager. In all instances, work shall only be undertaken as per the specification and upon instruction by the Services manager. The scope of work will include repair of any defects on the pavements which will include but not limited to the following:

- Ravelling of the surface
- Bleeding of the surface
- Rutting of the surface
- Cracking (concrete and asphalt)
- Repair of spalling on concrete pavement
- Repair of deterioration and damage of joints on concrete pavement
- Full-depth repairs of concrete pavement up to 365mm deep.
- Potholes on the surface of the pavement

Services Required

The nature of the contract is as follows:

a) The Service Manager’s expectation is that for the Service Provider to be available at all times when called upon to do so. Plant and equipment, the teams and material supplies shall be available as and when required at all times.

b) There is no guarantee of work. It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works. The scope of the works may be reduced at any time before or during the contract period. The work will take place on an ad hoc basis, thus, with regards to staff costs, the staff shall only be reimbursed for the actual time worked.

c) Rates will include the provision for direct costs incurred for obtaining all personal and vehicle permits (i.e. safety induction, AVOP (cost to cover vehicle branding, vehicle strobe lights), installation of vehicle squitters’ (“A-SMGCS” - “advanced surface movement guidance control system” installed and operated by ATNS) and all the necessary requirements for vehicles etc. to gain Airside access, subject to the Service Manager's approval)
d) “The cost is to include the issue of permits, airside induction course (AVOP and AIT). Please see attached current costs for permits.

e) The tendered lump sum shall represent full compensation for all costs incurred for the attendance of the Airside induction course for all the Service Provider personnel and for all costs associated with the provision of all necessary permits as required by ACSA for the enablement of the project.

3.1.1 Method of Operation:

3.1.1.1 The Service Provider must address the following in detail

The contractor is to repair the pavement as directed by ACSA Maintenance Personnel. The service provider is to supply the detailed method statement of any repair work and shall be approved by ACSA.

3.3.1 Specified Equipment for Service:

- Necessary tools for pavement repairs
- Protective equipment
- First Aid Tool kits

3.3.2 Legislation

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

a) Air Traffic and Navigation Services Company Act, No.45 of 1993
b) Airports Company Act, No.44 of 1993
c) Aviation Act, No.74 of 1962
d) Aviation Laws Amendment Act, No 82 of 1997
e) Carriage by Air Act, No.17 of 1946
f) Civil Aviation Offences Act, No.10 of 1972
g) South African Civil Aviation Authority Act, No.40 of 1998
h) National Key Points Act, No. 102 of 1990
i) National Road Traffic Act, No 93 of 1996
j) The ACSA Permit regulations

k) Occupational health and safety act 85 of 1993

l) Labour Relations Act

m) All other applicable legislation.

3.3.3 Permit Requirements Access to Land / Buildings / Sites

a) Each staff employed at the airport must 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.

b) Permits are cards issued to persons employed and operational vehicles owned by airport based companies.

3.3.3.1 Conditions of Issue:

a) Acceptance of personal permit applications.

b) The conditions under which ACSA shall issue an ACSA security personal permit are as follows:

   i) All applicants requiring permits for two (2) days to two (2) years for the first time or renewing permits shall be vetted.

   ii) All applicants requiring permits for six (6) days to two (2) years to gain access into airside must complete an airside induction course prior to applying for permits.

   iii) When the relevant application forms have been duly completed by the applicant and authorised by the nominated sponsor.

c) The following necessary documents must be attached:

   i) Identity documents.

d) Airside induction certification is required for the following zone access for permit holders:

   i) red,

   ii) red and green,

   iii) red and blue,

   iv) red and yellow,
v) purple and red and red,

vi) green and blue

vii) Airside Vehicle Operators Permit (AVOP) certificate for employers employed as drivers in order to be issued an AVOP permit.

viii) Watched and understood the security awareness briefing videos.

ix) 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.

e) All cases that are vague shall be referred to the Joint Planning Committee (JPC) for approval.

f) If an applicant has no previous convictions a permit can be issued.

g) Applications of contractors and subcontractors shall be accepted if it is sponsored by a company/organisation or an individual operating at ACSA operated airports and the company/organisation is registered in the Airport Permit Issue System (APIS).

h) Special visitors permit (ad-hoc) shall be issued to government agents and security companies dealing with valuable cargo.

i) Companies shall pay a penalty for every visitors and temporary permit not returned to the Permit Office at the end of business or visit and there shall be no temporary or visitor’s permits issued in future until the penalty per unreturned permit is paid.

j) Companies shall be charged a fee per cancelled permit not being returned to Permit Office after their employees resign, are dismissed, absconded or suspended.

k) Personal & Vehicle Permits will be required.

2. Interpretation and terminology

[If necessary, include any definitions in addition to those used in the conditions of contract which are required only for the purpose of making the Works Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, as illustrated below]

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>Airports Company South Africa SOC Limited</td>
</tr>
</tbody>
</table>
3. Contract Management

Management meetings

AS and when required

Health and safety risk management

[stipulate any additional project-specific or area-specific requirements health, safety and risk management. These requirements may be included as an annexure to the Works Information, in which case, the following will be stated in this section: “The Contractor shall comply with the health and safety requirements contained in Annexure [•] to this Works Information”. Also list the relevant ACSA Personnel who are responsible for health, safety and risk management.]

As per ACSA standard

Environmental constraints and management

[detail environmental constraints applicable to the Contractor’s design and his activities on Site and how they should be managed. This information may be included as an annexure to the Works Information, in which case, the following will be stated in this section:“The Contractor shall comply with the environmental criteria and constraints stated in Annexure [•] to this Works Information”]

Quality assurance requirements

Contractor to submit quality assurance documents as requested eg. Mix designs and materials TDS

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

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

Programming

[read core clause 31 and in this section –

state any requirements relating to the programme;

what additional information (if any) is to go in the programme; and

2 The information in this section is required by the contract. Do not delete.]
Describe any particular constraints on the order and timing of the work which the Contractor must take into account in his programme

The Contractor’s Personnel

[state any additional constraining requirements on Contractor’s Personnel that are not already stated in other sections of the Works Information or the conditions of contract. For example, the Employer may require the Contractor to submit an organogram showing its people and their lines of authority / communication, particularly where the Contractor is a Joint Venture]

Insurance provided by the Employer

[add any insurance related information, requirements or other issues not dealt with in core clause 87.1. as well as the details of ACSA personnel to whom insurance-related queries should be addressed]

Provision of bonds and guarantees

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

[add any other requirements]

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

[include any constraint imposed in regard to format and filing of the records, and whether access for the Project Manager shall be provided in hard copy or electronically. Also detail how other documentation should be treated]

Training workshops and technology transfer

[in this section, describe –

the Contractor’s requirements in relation to training workshops and technology transfer;

the frequency of on job training workshops;

obligation for technology transfer being included as part of the contract on Completion of the works (if any)]

4. Engineering and design of the works

Employer’s design
[where the design is primarily done by the Employer, describe the Employer’s design in sufficient detail so as to indicate the standard of performance required to the Contractor]
[where the design responsibility lies with the Contractor – describe the Employer’s specification which the Contractor must observe when designing the works;]

detail any particulars which must be taken into account by the Contractor in his design]

Parts of the works which the Contractor is to design³

Contrator will be required to design alternative materials that is equevelant or greater than existing materials in case the existing material is not available; [provide details as to the Contractor’s design obligations as required by core clause 21.1]

Procedure for submission and acceptance of Contractor’s design

Alternative design must be submitted to ACSA for review and approval before the work is done.[specify the extent of detail (the particulars) of the Contractor’s design which is to be submitted to the Project Manager for his acceptance and state requirements for drawings to be prepared by the Contractor]

Use of Contractor’s design

(detail any purposes, in addition to those provided for in core clause 22.1, for which the Contractor’s design may be used. Also list any limitations or exceptions applicable)

Equipment required to be included in the works⁴

[core clause 11.2(7) defines Equipment as “items provided by the contractor and used by him to provide the works and which the Works Information does not require him to include in the works.” Detail the equipment to be included in the works in this section]

As-built drawings, operating manuals and maintenance schedules

[in this section, describe any requirements applicable to as-built drawings, operating manuals and maintenance schedules]

5. Procurement

[the definition of Disallowed Cost in Options C D and E makes reference to the Works Information in relation to procurement procedures. Use this section to include any such procedures to be able to administer this procedure, as well as any constraints on procurement procedures as may be required by Options A & B]

Personnel:

Minimum requirements of people employed on the Site

[specify any constraints in relation to people employed to carry out the Works]

Subcontracting

³ The information in this section is required by the contract. Do not delete.
⁴ The information in this section is required by the contract. Do not delete.
[in this section the Employer may list subcontractors or suppliers with which the Contractor is required to enter into subcontracts]

Limitations on subcontracting

Plant and Materials

All Plant & Materials be must provided by the Contractor

[state requirements as to collection, delivery, storage, inspection, care and control of plant and Materials. Always include the requirements that “all other Plant and Materials are to be provided by the Contractor”]

Contractor’s procurement of Plant and Materials

[specify any requirements applicable to the Contractor’s procurement of Plant and Materials]

Tests and inspections before delivery

[specify any requirements here for any tests and inspections as required by core clauses 40 and 41]

Marking Plant and Materials outside the Working Areas

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

Contractor’s Equipment (including temporary works)

[specify any requirements that may be specific to the type of works being performed]

6. Construction

[this section deals with the requirements, facilities, services and rules applicable to the Contractor in carrying out the work on the Site during the construction and maintenance period. Complete accordingly]

Temporary works, Site services & construction constraints

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

[add project-specific requirements in this section]

Restrictions to access on Site, roads, walkways and barricades

[add project-specific requirements in this section]

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

[add project-specific requirements in this section]

Title to materials from demolition and excavation

5 The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words ‘Not applicable’.
6 The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words ‘Not applicable’.
[core clause 73.2 states that the Contractor has title to materials from excavation and demolition only as stated in the Works Information. Complete accordingly]

Contractor’s Equipment

[State how records are to be kept of Equipment on Site]

Equipment provided by the Employer

[Provide details of equipment made available for use by the employer and set out conditions relating thereto]

Site services and facilities provided by the Employer

[State the site services and facilities Employer will provide e.g. power, water, waste disposal, ablutions, fire protection, lighting etc, as required by core clause 25.2 and state that “the Contractor shall provide everything else necessary for Providing the Works”]

Facilities provided by the Contractor

[in this section –

The facilities the Contractor is to provide e.g. Site accommodation, laboratories, storage, vehicles and office equipment etc;

The requirements for such facilities; and

what happens to these facilities upon completion of the contract]

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

[Provide details of the project-specific requirements]

setting out of the works

[state requirements for the setting out of the works]

site conditions and requirements

[in this section, state any requirements related to –

Excavations and associated water control

Underground services, other existing services, cable and pipe trenches and covers

Control of noise, dust, water and waste

Construction requirements

[In this section, specify any additional requirements related to –]

7 The information in this section is required by the contract. Do not delete. If it does not apply to the works, delete the notes in italics and substitute the words ‘Not applicable’.

8 The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words ‘Not applicable’, but ALWAYS state “the Contractor shall provide everything else necessary for Providing the Works”.

Revision 1 Nov 2015
Sequences of construction or installation

Hook ups to existing works]

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date\(^9\)

[core clause 11.2(2) defines Completion as when the Contractor has done all the work which the Works Information states he is to do 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.

Use of the works before Completion has been certified\(^10\)

[core clause 35.2 provides that the Employer may use any part of the works before Completion has been certified but if he does so he takes over the part of the works except if the use is for a reason stated in the Works Information. The reasons referred to in core clause 35.2 are stated in this section]

Materials facilities and samples for tests and inspections

[state the materials, facilities and samples for tests and inspections the Contractor and the Employer are to provide in terms of core clause 40.2]

Commissioning

[requirements and procedure relating to commissioning would be stated here, or attached to an annexure referred to in this section]

Start-up procedures required to put the works into operation

[complete accordingly]

Take over procedures

[complete accordingly]

Access given by the Employer for correction of Defects\(^11\)

[core clause 43.4 requires that the Project Manager arranges for the Employer to allow the Contractor access to and use of a part of the works which has been taken over if needed to correct a Defect. After the works have been put into

\(^9\) The information in this section is required by the contract. Do not delete.
\(^10\) The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.
\(^11\) The information in this section is required by the contract. Do not delete. If it does not apply, delete the notes in italics and substitute the words 'Not applicable'.
operation, the Employer may require the Contractor to undertake certain procedures before such access can be granted (for example barricading a motorway or in a nuclear power station). Include these here]

Performance tests after Completion

[in this section, state the procedures for carrying out such tests]

Operational maintenance after Completion

[state any applicable requirements here]

7. Plant and Materials standards and workmanship

[this section of the Works Information contains all the specifications for the permanent works. Provide the relevant details and requirements under the following headings:]

Investigation, survey and Site clearance

Building works

[this section comprises of the specifications provided by the Employer, the list of standardised specifications applicable to the works and variations to the standardised specifications]

Civil engineering and structural works

[this section comprises of the specifications provided by the Employer, the list of standardised specifications applicable to the works and variations to the standardised specifications]

Electrical & mechanical engineering works

[these specifications are usually project specific and developed by the Employer to suit his operations. Either include these specifications here, or refer to them in attached Annexure]

Process control and IT works

[these specifications are usually project specific and developed by the Employer to suit his operations. Either include these specifications here, or refer to them in attached Annexure]

[any additional information as required by ACSA]
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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<tr>
<td>C4</td>
<td>This cover page</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Site Information</td>
<td></td>
</tr>
</tbody>
</table>

**Total number of pages**


*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.