

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: **DIA6716/2021/RFP**

TITLE OF PROJECT: REPLACEMENT OF ALPHA SPRINKLER PIPES AT KING SHAKA INTERNATIONAL AIRPORT

NEC 3: ENGINEERING AND CONSTRUCTION CONTRACT (ECC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Applicable at KING SHAKA INTERNATIONAL AIRPORT]
(Registration Number: 1993/004149/30)

and [DRAFTING NOTE: INSERT CONTRATOR NAME]
(Registration Number : _____)

for REPLACEMENT OF ALPHA SPRINKLER PIPES

Contents:		No of pages
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Part C2	Pricing Data	[•]
Part C3	Scope of Works	[•]
Part C4	Site Information	[•]

Part C1: Agreements and Contract Data
C1.1: Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: REPLACEMENT OF ALPHA SPRINKLER PIPES

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) Rands;

(in figures) R.....

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

For the Bidder:

(Insert name and address of organisation)

Name & signature of witness

Date

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

for the
Employer

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

Name
signature
witness

&
of

.....
Date

Part C1.2a Contract Data

Part one – Data provided by the Employer

The Conditions of contract are selected from the NEC3 Engineering and Construction Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Engineering Construction Contract which requires it.

Clause	Statement	Data
1	General	
	The conditions of contract are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	B: Priced contract with Bill of Quantities W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X7: Delay damages X17: Low performance damages X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The Employer is (Name)	Airports Company South Africa SOC Limited, Applicable at King Shaka International Airport
	Address	Airports Company South Africa SOC Limited King Shaka International Airport
	Telephone Fax	032 436 6000
10.1	The Project Manager is	
	Address	TBC
	Telephone E-mail address	X X@airports.co.za
10.1	The Supervisor is	XX
	Address	Xx
	Telephone Fax Email	
11.2	The works are	Replacement of Alpha Sprinkler Pipes
11.2	The following matters will be included in the Risk Register	Availability of As Built information Access to Site Site Constraints and Constructability

11.2	The Works Information is in	Part C3 'Scope of Works' section of this contract
11.2	The Site Information is in	Part C4 'Works Information' section of this contract
11.2	The boundary of the site is	Xx
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.3	The period of reply is	Seven (7) days
3	Time	
31.2	The starting date is	XX
11.2	The completion date is	XX
30.1	The access date is	XX
31.1	The Contractor submits a first (preliminary) programme with the tender by the tender closing date	XX
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	With every completion of three bridges. Completion comprises of material delivery, installation, testing and commissioning of three bridges. Payment will be made for the works completed.
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 border="1"> <thead> <tr> <th>Month</th> <th>Days</th> <th>Month</th> <th>Days</th> </tr> </thead> <tbody> <tr> <td>January</td> <td>1</td> <td>July</td> <td>4</td> </tr> <tr> <td>February</td> <td>1</td> <td>August</td> <td>3</td> </tr> <tr> <td>March</td> <td>2</td> <td>September</td> <td>2</td> </tr> <tr> <td>April</td> <td>2</td> <td>October</td> <td>2</td> </tr> <tr> <td>May</td> <td>3</td> <td>November</td> <td>2</td> </tr> <tr> <td>June</td> <td>3</td> <td>December</td> <td>1</td> </tr> </tbody> </table>	Month	Days	Month	Days	January	1	July	4	February	1	August	3	March	2	September	2	April	2	October	2	May	3	November	2	June	3	December	1
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March	2	September	2																											
April	2	October	2																											
May	3	November	2																											
June	3	December	1																											
7	Title	No data required for this section of the conditions of contract																												
8	Risks and Insurance																													
84.1	The Employer provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data																												
84.2	The Contractor provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.																												
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993																												
9	Termination	No data required for this section of the conditions of contract																												
10	Data for Main Options																													
B	Priced contract with Bill of Quantities	[include if applicable]																												
11	Data for Option W1																													
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below																												
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council																												
W1.4	The tribunal is	Arbitration																												
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)																												
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.																												
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.																												
12	Data for Secondary Option Clauses																													
X7	Delay Damages																													

Delay damages of the works are Amount per day is 0.05%, to the maximum of 10% of the Contract value if the contractor delays the works beyond the agreed upon duration. (The agreed duration is based upon the baseline program prepared and submitted by the *Contractor* and approved by the *Project Manager* at the beginning of the project).

X18	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.
		The e excluded matters are amounts payable by the Contractor as stated in this contract for
		Loss of or damage to the Employer's property, Delay damages, Defects liability, Insurance liability to the extent of the Contractor's risks loss of or damage to property (other than the works, Plant and Materials), death of or injury to a person; damage to third party property; and infringement of an intellectual property right
Z	The Additional conditions of contract are Z1 – Z20	
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Project Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Works:	
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:
Z7.1	Insert the following new clause as Option X18.6: The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Contractor shall be excluded from the calculation of the limitations of liability listed in the contract
Additional Z Clauses	
Z8	Cession, delegation and assignment
Z8.1	The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the Contractor
Z8.2	The Employer may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the Contractor constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the Employer for the performance of the Contract.
Z9.2	The Contractor shall, within 1 week of the Contract Date, notify the Project Manager and the Employer of the key person who has the authority to bind the Contractor on their behalf.

Z9.3	The Contractor does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.
Z10	Ethics
Z10.1	The Contractor undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Project Manager or the Employer, which consent shall not be unreasonably withheld.
Z11.2	If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Project Manager.
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the Contractor for the purposes of the implementation of this agreement. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Project Manager. All rights in and to all such images vests exclusively in the Employer
Z11.5	The Contractor ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	Employer's Step-in rights
Z12.1	If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Project Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Contractor
Z12.2	The Contractor co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Project Manager to achieve this end.

Z13	Liens and Encumbrances																									
Z13.1	The Contractor keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time																									
Z14	Intellectual Property																									
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.																									
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.																									
Z14.3	The Contractor gives the Employer an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works																									
Z14.4	The written approval of the Contractor is to be obtained before the Contractor's IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Contractor's IP available to any third party the Employer shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Employer would use to protect its IP																									
Z14.5	The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:																									
Z14.5.1	the Contractor's design, manufacture, construction or execution of the Works																									
Z14.5.2	the use of the Contractor's Equipment, or																									
Z14.5.3	the proper use of the Works.																									
Z14.6	The Employer shall, at the request and cost of the Contractor, assist in contesting the claim and the Contractor may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.																									
Z16	Dispute resolution:																									
Z16.1	Appointment of the Adjudicator																									
	<p>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</p> <p>The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013</p>	<p>Panel of Adjudicators</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Location</th> <th>Contact details (phone & e mail)</th> </tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td> <td>Gauteng</td> <td>+27 11 282 3700 ghandi@badela.co.za</td> </tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td> <td>Durban</td> <td>+27 11 262 4001 Errol.tate@mweb.co.za</td> </tr> <tr> <td>Adv. Saleem Ebrahim</td> <td>Gauteng</td> <td>+27 11 535-1800 salimebrahim@mweb.co.za</td> </tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td> <td>Gauteng</td> <td>+27 11 442 8555 sebe@civilprojects.co.za</td> </tr> <tr> <td>Mr. Sam Amod</td> <td>Gauteng</td> <td>sam@samamod.com</td> </tr> <tr> <td>Adv. Sias Ryneke SC</td> <td>Gauteng</td> <td>083 653 2281 reyneke@duma.nokwe.co.za</td> </tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td> <td>Pretoria</td> <td>+27 12 349 2027 emeka@gosiame.co.za</td> </tr> </tbody> </table>	Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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Z16.2	Appointment of the Arbitrator																									

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

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
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Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z17	Notification of a compensation event
Z17.1	Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
Z18	BBBEE Certificate
Z18.1	The Contractor shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z19	Communication
Z19.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The Project Manager requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
Z19.2	The Project Manager requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z20	Delegation
Z20.1	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: 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

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

11.2	The following matters will be included in the Risk Register	Existing Services Access to Site Delay in supply of material and/or equipment Progress of the works against the program 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 (NOT APPLICABLE FOR THIS CONTRACT)

PERFORMANCE BOND

[TO BE REPLICATED ON BANK'S LETTERHEAD]

Brief description of contract.....

Name and address of Beneficiary.....
..... (whom the contract defines as the Contractor).

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

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

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

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

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

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

Signed at _____ on _____ 20....

For:

Registration Number:

Name & Position

As witnesses:

1. _____

2. _____

PART C1: AGREEMENTS AND CONTRACT DATA

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA King Shaka International AIRPORT
Physical Address: Airport Company South Africa King Shaka Drive La Mercy

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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.

"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 Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

All documents attached or refer to in the above Agreement form an integral part of the Agreement.

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.

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

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.

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

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

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.

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.

Public Liability Insurance Cover as required by the Subcontract Agreement.

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:

All work performed by the Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.

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

The Mandatory 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.

The Mandatory 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.

The Mandatory 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.

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

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

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

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.
 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.
 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.
 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.
 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,

Ia 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)

 DATE

 SIGNATURE ON BEHALF OF THE CLIENT
 AIRPORT COMPANY SOUTH AFRICA

 DATE

PART C1: AGREEMENTS AND CONTRACT DATA
C1.5: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR OPEX PROJECTS

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

SECTION A: DEFINITIONS

Landside refers to:

Areas of the airport before the security points, and

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

Airside refers to:

The Apron / manoeuvring areas

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

SECTION B: INSURANCE CLAUSES

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 enactments 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 affect 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.”

1.1 PART C2: PRICING DATA

Pricing Schedule 1

Items	Price
Safety File	R5000
Induction and Permits	R10 000
Total	R15 000

Pricing Schedule 2

Parts	Unit	Qty	Rate	Total Cost
Straight pipe 77.09mm	m	42	R	R
Straight pipe 35.76mm	m	42	R	R
90° Elbows 77.09mm	each	13	R	R
90° Elbows 35.76mm	each	13	R	R
Pipe Hangers 35.76mm	each	14	R	R
Pipe Hangers 77.09mm	each	14	R	R
Clamp-on couplings with bolts and nuts 77.09mm	each	14	R	R
Clamp-on couplings with bolts and nuts 35.76mm	each	14	R	R
Upright Sprinkler Heads (68°C Red Bulb)	each	13	R	R
Hose Reels & PVC Housings	each	13	R	R
ASIB Inspection and Certification of Compliance	SUM	SUM	R	R
Total Cost per bridge				R
Total Cost for 12 bridges				R

Note 1 : All piping and fittings to be galvanized and coated/painted with red paint as per ISO 14726.

Pricing Schedule 3

Labour (decommissioning of existing piping, installation, testing, commissioning)	Quantity	Rate	Total Price (R)
Technician	1	R	R
Technical Assistants	2	R	R
Total labour for 12 bridges			R

Note 1: Labour costs should include tools, transportation and accommodation. All labour rates should be based on night (afterhours: 21:30-04:00) rates

Note 2: The bidder must provide a value for disposal of the pipes and sprinkler heads. The bidder will be responsible for the disposal of the old material. A disposal certificate will be required from the bidder

Pricing Schedule 4

Additional material	Quantity	Rate	Total Price (R)
Scaffolding/Cherry picker and barricades (bridge height = 3 : 4.5m slope)		R	R
Total		R	R

Summary	Price
Pricing Schedule 1	R
Pricing Schedule 2	R
Pricing schedule 3	R
Pricing Schedule 4	R
Total Excluding Vat	R
VAT at 15%	R
Total Including Vat	R

Part 3: Scope of Work

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

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

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C3.1: Employer's works Information

1. Description of the works

A fire sprinkler system is an active fire protection method consisting of a water supply system, providing adequate pressure and flowrate to a water distribution piping system onto which fire sprinklers are connected. The current sprinkler lines are made of carbon steel, these pipes have corroded in and outside which leads to pipe failures at different locations on the sprinkler system. During failures and repairs, these lines are isolated which poses a risk of an unavailability of protection through a fire suppression service of a fire sprinkler system for an isolated zone. The purpose of this business case is to replace the damaged and corroded sprinkler system with Galvanised steel at KSIA. Upon completion, the sprinkler system will be inspected and tested before recommissioning. This service will also assist in obtaining the ASIB certification of sprinkler line at KSIA.

Interpretation and terminology

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa SOC Limited
KSIA	King Shaka International Airport
OHS	Occupational Health and Safety
IMC	Infrastructure Management Control

2. Contract Management

Management meetings²

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Health and safety risk management

The Service Manager shall be entitled to fine the Contractor low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

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

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

All persons on company premises shall obey all health and safety rules, procedures, and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

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

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

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

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. Care must also be taken to prevent fire hazards.

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

Environmental constraints and management

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

At no time, shall the Contractor:

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

Quality assurance requirements

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

Programming

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

The Contractor's Personnel

Minimum of one Technician and Two technical Assistant required to perform the works on site.

Provision of bonds and guarantees

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

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

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

Training workshops and technology transfer

N/A

3. Engineering and design of the works

Employer's design

N/A

Parts of the *works* which the *Contractor* is to design³

N/A

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

N/A

Use of *Contractor's* design

N/A

Equipment required to be included in the *works*⁴

Contractor to advise upon commencements of works. Equipment required for the works to be used by the contractor

4. Procurement

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

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

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

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.

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

Personnel:

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

1 x Technician/Artisan

2 x Technical Assistants

Subcontracting

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

Plant and Materials

Plant & Materials provided "free issue" by the Employer

The employer will provide storage and a cherry picker subject to availability

Tests and inspections before delivery⁵

On completion of installation, notwithstanding the requirements of SANS 10287, the fire sprinkler installation shall conform with requirements of the latest edition of ASIB rule book.

Marking Plant and Materials outside the Working Areas⁶

Barricading controls shall be implemented and authorised as part of the safe work system to protect persons from hazards such as:

- being struck by falling objects;
- fall from height, including falling into open excavations, penetrations, and falls from unprotected edges such as removed flooring, walkways, stairs and / or hand railings.
- unauthorised entry into a confined space or work area; and
- any potentially hazardous work processes, for example, hot works, scaffolding, radiation work and work involving asbestos.

Barricading controls shall also be implemented and authorised as part of the incident management and emergency response procedures.

It shall be ensured that safety signs are erected to warn workers of specific hazards and to communicate necessary precautionary measures and emergency actions.

Contractor’s Equipment (including temporary works)

Erecting of scaffolding will be required for the works. The bridge height is 3 : 4.5 m slope.

5. Construction

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

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

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

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

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

The Contractor must ensure that he/she is, always, familiar with the Employer’s safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against the Employer if a permit request is refused.

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

Equipment provided by the *Employer*

The employer will provide temporary storage of material.

Site services and facilities provided by the *Employer*⁷

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

Facilities provided by the *Contractor*

All piping and other material specified in the bill of quantities, consumables and tools required to execute the project

Site conditions and requirements

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

At no time, shall the Contractor:

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

Construction requirements

Installation procedure to be provided by the Contractor.

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date⁸

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

The *Project Manager* cannot certify Completion until all the work 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 certified⁹

N/A

Materials facilities and samples for tests and inspections

N/A

Commissioning

To be conducted after installation and testing of each bridge.

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

⁸ The information in this section is required by the contract. Do not delete.

⁹ 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'.

Isolation and start-up to be performed by the *Employer*.

Take over procedures

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

Access given by the *Employer* for correction of Defects¹⁰

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

Performance tests after Completion

Testing for leaks will be required at full operating pressure.

Operational maintenance after Completion

N/A

6. Plant and Materials standards and workmanship

5.1 Building works

N/A

5.2 Civil engineering and structural works

N/A

5.3 Electrical & mechanical engineering works

Refer to detailed scope of works

5.4 Process control and IT works

N/A

C3.2 Contractor's Works Information

1. SCOPE OF WORK

1.1. Description of the Work / Services:

CONTRACTOR'S WORKS INFORMATION

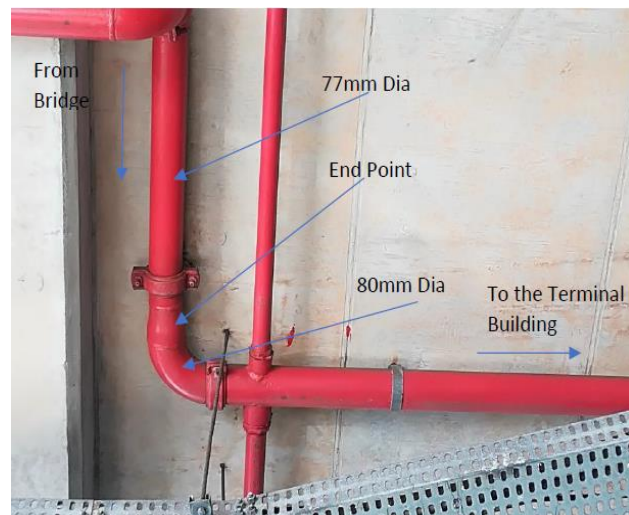
The current fire sprinkler lines will be replaced with Galvanised steel. The zinc coating should be applied to steel surfaces by Hot Dip Galvanizing. All piping and fittings to be coated/painted with red paint as per ISO 14726. The following are the details of the sprinkler system, however all the measurements and parameters must be verified and confirmed on successful bidder. The bidder will be responsible for the following:

1. Removal/dismantling of existing fire sprinkler lines according to a dismantling plan approved by the *Employer*.
2. Supply and install the sprinkler system in accordance to SANS 10287 (quantities listed below are per bridge):
 - Hose Reels and Housing (x 13)
 - Straight pipes (Dia: 77.09mm & L:42m)
 - Straight pipes (Dia: 35.76mm & L:42m)
 - Straight pipes (Dia 34.50mm & L: 2.5m)
 - 90° Elbows (Dia: 77.09mm x 15)
 - 90° Elbows (Dia: 35.76mm x 15)
 - 90° Elbows (Dia: 34.50mm x 8)
 - Clamp-on couplings with bolts and nuts (Dia: 77.09mm x 14)
 - Clamp-on couplings with bolts and nuts (Dia: 35.76mm x 14)
 - Clamp-on couplings with bolts and nuts (Dia: 34.50mm x 8)
 - Pipe Hangers (Dia: 77.09mm x 14)
 - Pipe Hangers (Dia: 35.76mm x 14)
 - Upright Sprinkler Heads (68°C Red Bulb) (x 13)
(NB: Dia - Outside Diameter (OD) taken based on current condition).
3. Clearing of site. The bidder must provide a value for disposal of the pipes and sprinkler heads. The bidder will be responsible for the disposal of the old material. A disposal certificate will be required from the bidder
4. Pipe Pressure testing for leaks
5. Inspection from ASIB Inspector after installation and provide inspection certificate approving installation and conformance



Sprinkler System Design and Operating conditions.

	Operating Pressure	Flow Rate	Design Pressure
Fire Hydrant	700kPa	1200L/min	910 kPa
Fire Hose Reel	300kPa	30L/min	390 kPa
Sprinkler Heads	1000kPa	3000L/min	1300 kPa



The following are locations where the work will be performed.

Bridge No.	Location
16	Alpha Apron
15	Alpha Apron
14	Alpha Apron
13	Alpha Apron
12	Alpha Apron
11	Alpha Apron
10	Alpha Apron
09	Alpha Apron
08	Alpha Apron
07	Alpha Apron
06	Alpha Apron
05	Alpha Apron

Commissioning deliverables:

On Completion the service provider to ensure compliance to **SANS 10287**.

The following are required schedules of conformance, not limited to. As per SANS 10287 that to be provided by the contractor.

Summarized schedule:

- The name of the project.
- The reference number and the issue number of each drawing and each document, together with its title and date of issue.
- The type(s) of installation and the nominal diameter(s) of the installation control valve(s).
- Regarding each installation control valve, the number and type of sprinklers it controls, and the size of the area that is protected.
- Regarding each installation control valve, the height of the highest sprinkler above each valve.
- A reference (such as a number) for each installation control valve.
- In the event of there being any deviation(s) from this standard, details of the deviation(s), including reasons for the deviation(s); and
- A list of the water fittings and components deemed suitable for sprinkler use and that are to be installed in the installation, with each fitting and component identified by the manufacturer's name and model or reference number, where appropriate. The sprinkler type(s) and temperature rating(s).
- The location and type of installation control valve(s), alarm motor(s) and gong(s).
- The location and details of alarm switches (such as water, air, pressure, and electric alarm switches).
- The location and size of any tail-end air valve(s), subsidiary stop valve(s) and drain valve(s).
- In the case of alternate installations, the drainage slopes, and directions of the pipe work.
- The specification(s) for and location(s) of any orifice plate(s).
- A schedule that lists the number and type of sprinklers, sprayers, and drenchers together with detail of their area of protection; and
- A key to any symbols used that have not been explained in the drawings

In respect of each operating sprinkler:

- 1) the sprinkler node or reference number.
- 2) the flow through the sprinkler, in litres per minute.
- 3) the nominal k factor and
- 4) the inlet pressure to the sprinkler or sprinkler assembly, in kilopascals

In respect of each hydraulically significant pipe:

- 1) the pipe node or reference number.
- 2) the nominal pipe diameter, in millimetres.
- 3) the Hazen-Williams constant C
- 4) the flow through the pipe, in litres per minute.
- 5) the nominal fluid velocity, in metres per second.
- 6) the length of the pipe, in metres.
- 7) the numbers, types, and equivalent lengths, in metres, of water fittings.
- 8) the static head change in the pipe, in metres.
- 9) the pressures at the inlet and the outlet of the pipe, in kilopascals.
- 10) the friction loss in the pipe, in kilopascals; and
- 11) an indication of the flow direction.

Applicable National and International Standards

- Occupational Health and Safety act
- SANS 1475: The production of reconditioned fire-fighting equipment Part 2: Fire hose reels and above-ground hydrants
- SANS 10287: Automatic sprinkler installations for firefighting purposes
- SANS 543: Fire hose reels
- SANS 10400: The Application of the National Building Regulations
- ASTM A795: Standard for the inspection, testing and maintenance of water-based fire protection systems

PART C4: SITE INFORMATION

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

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.

King Shaka International Airport
Airside Alpha Apron

Description of the Site and its surroundings
Existing buildings, structures, and plant & machinery on the Site
Terminal Building and Passenger Loading Bridges