

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

**PROJECT NAME AND NUMBER: 4219 FUEL BOWSER
REPLACEMENT & MAINTENANCE**

**TITLE OF PROJECT: REPLACEMENT AND MAINTENANCE OF
SELF-SERVICE FUEL BOWSERS AT KSIA**

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 AND MAINTENANCE OF SELF-SERVICE FUEL
BOWSERS AT KSIA**

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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 AND MAINTENANCE OF SELF-SERVICE FUEL BOWSERS AT KSIA

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)
..... Rands;

(in figures) R.....

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

Name &
signature of
witness

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

.....
Date

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

.....	
.....	
.....	

**for the
Employer**

Name & signature of witness		
	<i>(Insert name and address of organisation)</i>	Date

Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
2 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
3 Subject .....	.....
Details .....	.....
.....	
.....	
.....	

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

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

	<u>For the Employer</u>	<u>For the Bidder</u>
Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....
Name and Address	Airports Company South Africa SOC Limited	
Name & Signature of witness	<i>(Insert name and address of organisation)</i>	<i>(Insert name and address of organisation)</i>
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 <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option	B: Priced contract with Bill of Quantities
	Dispute resolution Option	W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X2: Changes in the law X7: Delay damages X13: Performance Bond X16: Retention X18: Limitation of liability Z: Additional conditions of contract of the NEC3 Engineering and Construction Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, Applicable KING SHAKA INTERNATIONAL Airport
	Address	Airports Company South Africa SOC Limited KING SHAKA DRIVE LA MERCY
	Telephone	
	Fax	032 436 6000
10.1	The <i>Project Manager</i> is	Sikhumbuzo Cele

	Address	King Shaka International Airport King Shaka Drive La Mercy
	Telephone E-mail address	
10.1	The <i>Supervisor</i> is	Tlhoriso Tsoaeli
	Address	King Shaka International Airport
	Telephone Fax Email	KING SHAKA DRIVE LA MERCY
11.2	The <i>works</i> are	REPLACEMENT AND MAINTENANCE OF SELF-SERVICE FUEL BOWSERS AT KSIA
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 <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	The Site comprises the designated self-service fuel bowser depot located on the airside of King Shaka International Airport. The Site includes the fuel dispensing area, fuel storage tanks for petrol and diesel , dispensing equipment, pipework, control panels, canopies, associated electrical and mechanical installations.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	Seven (7) days
3	Time	
31.2	The <i>starting date</i> is	Upon signature of the contract by ACSA

11.2	The <i>completion date</i> is	24 Months from the start date																												
30.1	The <i>access date</i> is	4 Weeks after award																												
31.1	The <i>Contractor</i> submits a first (preliminary) programme with the tender by the tender closing date																													
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Four (4) weeks																												
35.1	The <i>Employer</i> is not willing to take over the works before the <i>completion date</i>	The <i>Employer</i> and Others will have access to the <i>works</i> during construction or prior to completion. Such access by the Employer and Others shall not relieve the <i>Contractor</i> from liability for the completion of the <i>works</i> in accordance with the Works Information and in terms of this contract.																												
4	Testing and Defects																													
42.2	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the <i>works</i>																												
43.2	The <i>defects correction period</i> is	Two (2) weeks																												
5	Payment																													
50.1	The <i>assessment interval</i> is	2 weeks																												
50.1	The <i>currency of this contract</i> is the	South African Rand																												
51.2	The period within which payment is made is	Four (4) weeks after receipt of a valid tax invoice																												
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time																												
6	Compensation events																													
60.1	The <i>weather measurements</i> 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 <i>weather data</i> for each <i>weather measurement</i> for each calendar month are	<table><tr><td>Month</td><td>Days</td><td>Month</td><td>Days</td></tr><tr><td>January</td><td>1</td><td>July</td><td>4</td></tr><tr><td>February</td><td>1</td><td>August</td><td>3</td></tr><tr><td>March</td><td>2</td><td>September</td><td>2</td></tr><tr><td>April</td><td>2</td><td>October</td><td>2</td></tr><tr><td>May</td><td>3</td><td>November</td><td>2</td></tr><tr><td>June</td><td>3</td><td>December</td><td>1</td></tr></table>	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
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																											
7	Title	No data required for this section of the <i>conditions of contract</i>																												

8	Risks and Insurance	
84.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data
84.2	The <i>Contractor</i> 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 <i>conditions of contract</i>
10	Data for Main Options	
B	Priced contract with Bill of Quantities	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> 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 <i>Arbitrator</i> 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 <i>works</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
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X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the contract value. Pro-forma draft of a performance bond to be used is attached to this contract.
X16	Retention	
X16.1	The <i>retention percentage</i> is	5% of the Contract value.
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> 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 <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The Total damages suffered and/or costs incurred to the employer's property
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The Total damages suffered and/or costs incurred to the employer's property
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	- The Total damages suffered and/or costs incurred to the employer's property
Z	The Additional conditions of contract are	
	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 <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> 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 <i>Contractor</i> 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:	

Add the following at the end of core clause 27:	
Z3.1	The <i>Contractor</i> 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 <i>Contractor</i> shall be responsible for the correct setting out of the <i>Works</i> in accordance with the original points, lines and levels stated in the <i>Works</i> Information or notified by the <i>Project Manager</i> , <i>Supervisor</i> or the <i>Employer</i> . Any errors in the positioning of the <i>Works</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
Z4	Extending the defects date:
Add the following as a new core clause 46:	
Z4.1	If the <i>Employer</i> cannot use the <i>works</i> due to a Defect, which arises after Completion and before the <i>defects date</i> , the <i>defects date</i> is delayed by a period equal to that during which the <i>Employer</i> , due to a Defect, is unable to use the <i>works</i>
Z4.2	If part of the <i>works</i> is replaced due to a Defect arising after Completion and before the <i>defects date</i> , the <i>defects date</i> for the part of the <i>works</i> 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 <i>Project Manager</i> notifies the <i>Contractor</i> of the change to a <i>defect date</i> when the delay occurs. The period between Completion and an extended <i>defects date</i> does not exceed twice the period between Completion and the <i>defects date</i> 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 <i>Contractor</i> gives the <i>Employer</i> an unconditional, on-demand performance bond, provided by a bank which the <i>Project Manager</i> and the <i>Employer</i> 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 <i>Contractor ensures</i> that the performance bond is valid and enforceable until the end of the <i>contract period</i> . If the terms of the performance bond specify its expiry date and the end of the <i>contract period</i> does not coincide with such expiry date, four weeks prior to the said expiry date, the <i>Contractor</i> extends the validity of the performance bond until the end of the <i>contract period</i> . If the <i>Contractor</i> fails to so extend the validity of the performance bond, the <i>Employer</i> 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 <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i>
Z8.2	The <i>Employer</i> maycede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> 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 <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> 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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.

- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 ***Employer's Step-in rights***

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z13 ***Liens and Encumbrances***

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

Z14 ***Intellectual Property***

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z16 **Dispute resolution:**

Z16.1 **Appointment of the Adjudicator**

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

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

Panel of Adjudicators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16.2 **Appointment of the Arbitrator**

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

Panel of Arbitrators

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

Z17 Notification of a compensation event

- Z17.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z18 BBEE 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*

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The <i>completion date</i> is	
------	-------------------------------	--

11.2	The following matters will be included in the Risk Register	• Existing Services • Access to Site • Delay in supply of material and/or equipment • Progress of the works against the program • Travelling public and ACSA stakeholders
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11.2	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
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31.1	The programme identified in the	
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Part C1: Agreements and Contract Data

C1.3: Form of Guarantee

PRO FORMA FOR PERFORMANCE BOND

PERFORMANCE BOND

[TO BE REPLICATED ON BANK'S LETTERHEAD]

Brief description of contract.....

Name and address of Beneficiary.....

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

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

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

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

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

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

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

Signed at _____ on _____ 20....

For:

Registration Number:

Name & Position

As witnesses:

1. _____

2. _____

PART C1: AGREEMENTS AND CONTRACT DATA

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

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA XXX AIRPORT
Physical Address: Airport Company South Africa XXX

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories 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 duly 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,

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.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ACSA INSURANCE CLAUSES

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

PART C2: PRICING DATA

Pricing Schedule A- Preliminaries <i>(Provisional Sums based on proven costs)</i>				
Item	Unit	Quantity (A)	Rate (B)	Total (A x B) Excl VAT
Permits & Inductions	Sum	1	R 10 000	R 10 000.00
Safety File	ea.	1		
Site establishment (bidder to quote)	Ea.	1		
Contingencies	Sum	1	R200 000	200 000.00
Sub-total A: Preliminaries			Excluding VAT	R

Pricing Schedule B – Design				
Item	Unit	Quantity (A)	Rate (B)	Total (A x B)
Detailed Design	sum			R
Detailed Design report (2 Ring Binded Hard Copies, 1 Soft Copy in PDF Format)	Sum			R
Design Drawings 2 sets of filed Hard Copies (A3 and A2); Soft Copies in PDF; CAD Drawing and STP Formats.	Sum			R
Sub-total B: Design				R
Excluding VAT				

Pricing Schedule C - Material/Equipment *(inclusive of consumables)*

Item	Unit	Qty (A)	Rate (B)	Total (A x B)
Fuel System				
Fuel Bowsers/Dispensers	ea	2	R	R
Submersible Pumps	ea	2	R	R
Mechanical Piping, fittings, and associated parts	sum			
Instrumentation equipment	sum			
Electrical Cabling, fittings, and parts	sum			
Software Upgrade with Licenses	sum			
Desk top PC	ea	2	R	R
Network switch and communication hardware	ea	1	R	R
UPS	ea	1	R	R
Other Equipment				
Barricading & Signage	sum		R	R
Rigging Equipment	sum		R	R
Sub-total C: Material/Equipment	Excluding VAT			R

Pricing Schedule D - Labour (price for each activity includes labour, travelling, admin fees on overheads, consumables, and PPEs)

Item	Unit	Quantity (A)	Rate (B)	Total (A x B)
Decommissioning and removal of old parts	Sum			R
Safe Disposal c/w Disposal Certificate	Sum			R
Installation	Sum			R
Works Supervision and Reporting	Sum			R
Construction/Enlarging of 2 x manholes	sum			R
Cleaning of Tanks	Sum			R
Pressure Testing of Tanks	Sum			R
Commissioning	Sum			R

Testing	Sum			R
Sub-total D: Labour				Excluding VAT
				R

Pricing Schedule E – Documentation / Compliance				
Item	Unit	Quantity (A)	Rate (B)	Total (A x B)
SANS 10089 Part 3 – Compliant and Certified Design	Sum			
SANS 10089 Part 3 – Certified Explosion Proof Equipment	Sum			
SANS 10089 Part 3 – Compliant and Certified Installation	Sum			
CoC Issued by Master Installation Electrician	Sum			
Operating, Maintenance and Service Manuals	sum			
Environmental Impact Assessment (EIA) and Safe Disposal Certificate				
Sub-total E: Documentation/Compliance				Excluding VAT
				R

SUMMARY OF PRICING SCHEDULE	PRICE
Pricing Schedule A - Preliminaries	R
Pricing Schedule B - Design	R
Pricing Schedule C – Material/Equipment	R
Pricing Schedule D - Labour	R
Pricing Schedule E - Documentation	R
TOTAL PRICE EXCLUDING VAT	R
VAT @15%	R

TOTAL PRICE INCLUDING VAT <i>(Carry over to Form of Offer and Acceptance)</i>	R
---	----------

ADHOC LABOUR RATES

- Note: *These costs are for Information purposes*
- Bidders to provide following labour rates that will be applied to adhoc works.
- This is not to be included in the Pricing Schedules.
- All rates to exclude vat. Subject to agreement between the Employer and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.
- Labour rates shall include *travelling, accommodation, admin and fees on overheads, PPE, tools allowances*, all personnel insurance, holidays with pay and incentive bonuses.

Items	Rate per Hour (R)
Mechanical Engineer	R
Electronics Engineer	R
Technician (Millwright/Fitter)	R
Technical Assistant	R

PART 3: SCOPE OF WORK

Document reference	Title	No pages
C3.1	This cover page	1
C3.2	<i>Employer's Works Information</i>	
	<i>Contractor's Works Information¹</i>	
	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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2. Contract Management	Error! Bookmark not defined.
3. Engineering and design of the <i>works</i>	Error! Bookmark not defined.
4. Procurement	Error! Bookmark not defined.
5. Construction.....	Error! Bookmark not defined.
6. Plant and Materials standards and workmanship.....	Error! Bookmark not defined.
2. List of drawings.....	Error! Bookmark not defined.
C3.2 <i>Contractor's Works</i> Information	Error! Bookmark not defined.

C3.1: EMPLOYER'S WORKS INFORMATION**1. Description of the works****2. Background****3. Interpretation and terminology**

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa SOC Limited
KSIA	King Shaka International Airport
OEM	Original Equipment Manufacturer
BOQ	Bill of Quantities

4. Contract Management**Management meetings²**

The *Contractor* will be expected to attend meetings relating to the project, 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

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

- (iii) It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.
- (iv) 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.
- (v) All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS, Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Project Manager.
- (vi) 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
- (vii) 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.
- (viii) 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.
- (ix) 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.
- (x) No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.
- (xi) 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.
- (xii) 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.
- (xiii) The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- (xiv) At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. In cases where the project is for the replacement or refurbishment of the Sprinkler System, care must be taken to prevent fire hazards.
- (xv) The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked

with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Project Manager). All costs relating to uniforms shall be for the Contractor's account.

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

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

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

The Contractor's Personnel

Key Personnel (Minimum):

1 X Mechanical Engineer BSC/Beng/BTech and registered with ECSA as a PRTech or PRENG
1 X Electrical Engineer BSC/Beng/BTech and registered with ECSA as a PRTech or PRENG
1 X Millwright (N3 – N6 plus SAQA/QCTO Accredited Trade Test)
1 X Technical Assistant (N1 or higher in either Mechanical or Electrical Engineering)

N.B. These are the minimum required resources; the Contractor can add personnel it requires or deems necessary to execute the project.

Insurance provided by the Employer

Refer to C1.5 ACSA Insurance Clause

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.

Training workshops and technology transfer

Technology Transfer: transferring new knowledge and technology, developed through the installation of the new Submersible Pumps, to the *Employer* personnel (ACSA) who can realise value from them by making them available to the facility custodians for operations.

Transfer of Information (*Contractor* to *Employer*) and Basic Training to use the system is required at commissioning and handover.

5. Engineering and design of the works

Use of Contractor's design

N/A

Equipment required to be included in the works³

Contractor to supply own tools, equipment, and consumables required to execute the works.

³ The information in this section is required by the contract. Do not delete.

As-built drawings, operating manuals and maintenance schedules

Handover Documentation OEM Service Manuals, Operational Manuals, Maintenance Manuals & Drawings will be submitted and approved by the *Project Manager* prior to acceptance.

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

The Contractor must adhere to all airport requirements and OHSACT and bylaws requirements regarding fire, health and safety when procuring pumps and/or other equipment or spares.

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:

Minimum requirements of people employed on the Site:

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

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*.

Limitations on subcontracting

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

7. Construction

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

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

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

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

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

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

Equipment provided by the *Employer*

The Employer is in under no obligation provide any equipment for the contractor the contractor is to provide their own tools and equipment to execute the works.

Site services and facilities provided by the *Employer*⁴

Employer will provide electrical power (if there is no loadshedding), water, waste disposal and ablutions.

Site conditions and requirements

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

At no time, shall the *Contractor*:

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

The *Contractor* will be required to do housekeeping and will be required to clear site and dispose of old material.

Construction requirements

Installation and decommissioning procedure to be provided by the *Contractor* and approved by the *Employer* (*Project Manager*). The program to clearly show sequence of activities, timelines, and resource allocations.

⁴ 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".

Completion, testing, commissioning and correction of Defects

Work to be done by the Completion Date⁵

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 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 certified⁶

- *SANS 10089 Part 3 – Compliant and Certified Design*
- *SANS 10089 Part 3 – Certified Explosion Proof Equipment*
- *SANS 10089 Part 3 – Compliant and Certified Installation*
- *CoC Issued by Master Installation Electrician*
- *Operating, Maintenance and Service Manuals*
- *Environmental Impact Assessment (EIA) and Safe Disposal Certificate*
- *As-built drawings*
- *Disposal Certificate (of fuel-contaminated equipment and contaminated fuel)*
- *Comprehensive commissioning report*

Materials facilities and samples for tests and inspections

N/A

Commissioning

To be conducted after installation and successful testing of the system, and contractor to submit a full testing and commissioning report.

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

Contractor to submit methodology to Project Manager for Approval of start-up procedures.

Take over procedures

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

Access given by the *Employer* for correction of Defects⁷

⁵ The information in this section is required by the contract. Do not delete.

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'.

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

Performance tests after Completion

Contractor to submit methodology to Project Manager (prior to installation) for Approval of Testing procedures.

Operational maintenance after Completion

N/A

8. PLANT AND MATERIALS STANDARDS AND WORKMANSHIP

Plant & Materials provided “free issue” by the Employer

Site clearance

⁷ 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’.

9. LIST OF DRAWINGS1.1. Drawings issued by the *Employer*

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

Drawing number	Revision	Title

C3.2 CONTRACTOR'S WORKS INFORMATION

Description of the Works

Background

King Shaka International Airport has a self-service fuelling station which was installed in 2010, on the airside used to supply both petrol and diesel. The fuelling station is used as fuel filling station for inhouse operational vehicles.

The fuel station has 4 fuel dispensers (2 for diesel and 2 for petrol); two submersibles pumps which are both used to pump the fuel to the bowsers (one is used for petrol and other one for diesel) and a forecourt management system.

The self-service fuelling system is now due for replacement. Therefore, the objective is to appoint a one-point of contact contractor that will provide a turnkey service of replacing the existing fuel bowsers and conduct maintenance/service of the new bowsers. The reason for appointing a one-point of contact contractor is accountability – dealing with one contractor instead of an installer and maintenance contractor.

Current Fueling Bowsers/Dispensers:

Maximum Flowrate: 45L/min

Rated Voltage 220V.

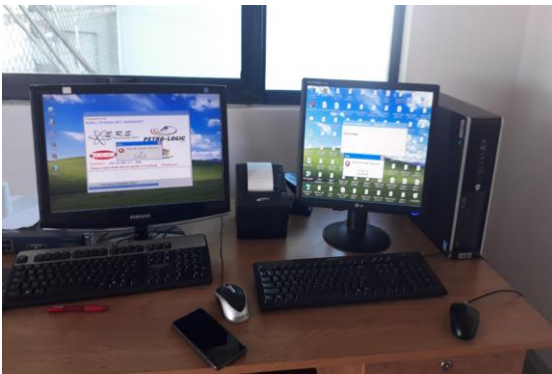




Current Software System:

The forecourt management system is an ERS Technology point of sale system which was installed in 2010 and works on the windows XP operating system.

There is communication fault between the bowser, communication card, and Desktop PC hence sales are not recorded.



Desktop PC



Communication card



UPS





Network switch

Pre-qualification Document

Safety File

- technical assistants must have a Health and Safety Training, basic first aid training, basic fire fighting training or any proven on-the-job training.
- All employees that will be involved during the installations, commissioning and testing must be certified fit by the Occupational Health Practitioner (medical certificates to be provided)

Tools and Equipment SANS Technical Specification

- SABS 0259, General Requirements for the Competence of Calibration and Testing Laboratories
- SANS 10378, Accredited laboratory calibration equipment (Liquid fuel dispensers)
- SANS 1020, Power operated machines with flammable liquids
- SANS 1650, Measuring Instruments for liquid fuel dispensers
- Power tools must be ex-rated and use copper and mallet instead of steel hammer (to prevent formation of spark hence explosion).

Installation Scope of Work:

Section A: Design

DETAILED DESIGN OF SELF-SERVICE FUELLING SYSTEM

- Design in accordance with SANS 10089 Part 3
- The design to be for 2 x new Dual Hose Fuel Dispensers / Bowsers, with each bowser dispensing Diesel and Petrol – same as the existing design. The existing fuel grades dispensed

are Diesel **50ppm** (ADO50) and Petrol **95 unleaded** (ULP95).

- The scope includes replacement of all mechanical, instrumentation and electrical equipment.
- Prepare detailed construction drawings and schedules (as-built drawings).
- Prepare Process and Instrumentation Diagrams (PID's) showing how the system interfaces to current system.
- Submit drawings for Client approval.

Section B: Replacement of Fuelling Dispenser/Bowser System

The Replacement scope of work decommissioning, supply, installation, software upgrade and commissioning of the Fuel System Dispensers / Bousers at KSIA which includes:

- 1) Decommissioning and removal of the existing Mechanical, Electrical and Instrumentation equipment
- 2) Safe Disposal
 - Permanent decommissioning to be carried out in accordance with SANS 10089-3:2010.
 - Special Disposal of decommissioned equipment and contaminated materials will be required. Certification of Safe Disposal to be issued to ACSA.
- 3) Supply and Installation of 2 x new Dual Hose Fuel Dispensers/Bowsers, and associated pipework, pumps, and explosion proof equipment
- 4) Supply and install 2 x new submersible pumps (1 for Diesel and 1 for Petrol)
- 5) The scope includes all mechanical, instrumentation and electrical cabling, safety related equipment (emergency stops and fire alarm) supply and installation.
- 6) Software Upgrade
- 7) The installation is to interface with the existing Fleet & Billing Software
- 8) Installation of all Symbolic Safety Signs
- 9) Testing and commissioning
- 10) Handover

Handover Certification and Documentation:

- SANS 10089 Part 3 – Compliant and Certified Design
- SANS 10089 Part 3 – Certified Explosion Proof Equipment
- SANS 10089 Part 3 – Compliant and Certified Installation
- CoC Issued by *Master Installation Electrician*
- Operating, Maintenance and Service Manuals
- Standard Operating Procedure (Soft copy and laminated hardcopies inside the forecourt)

Fuel Dispenser Technical Specifications:

- Dual Hose / Double Hose Fuel Dispenser.
- Flexible fuel application for petrol and diesel.
- Installation to be inclusive of Vane Pumps, Gear Pumps and Submersible pumps.
- Trustable highly precise metrology equipment, high performance for electronic parts.
- High quality and robust explosion-proof (ex-rated) motor capable of withstanding power fluctuation.
- Specially designed filtering systems with build-in re-cleanable filter.
- Must function well even in harsh conditions, like hot, humid, and sand-stormy environments.

Basic Configuration of Fuel Dispenser to include but not limited to the following:

Main board, power board, LED display board, keypad, control board, Gear pump, EX motor, flow meter, solenoid valve, electromagnetic counter, filter, nozzle, hose, sight glass.

Accuracy for the unit	± (0.15% to 0.5%)
Flow rate	45L/min
Ambient temperature	-25°C~ +55°C; -40°C~ +50°C
Relative humidity	20% – 95%
Unit noise rate	< 85dB (A);
Inlet vacuum rate for suction pump	≥54kPa
Communication	With RS 485 port, or current loop
Power supply	AC 220V (-15%~+10%), (50±1) Hz;
Units	Volume: l (Litre) Price: R (Rands)
Digit of sale	7digits (decimal points can be adjusted)
Digit of volume	6digits (decimal points can be adjusted)
Digit of unit price	5digits (decimal points can be adjusted)

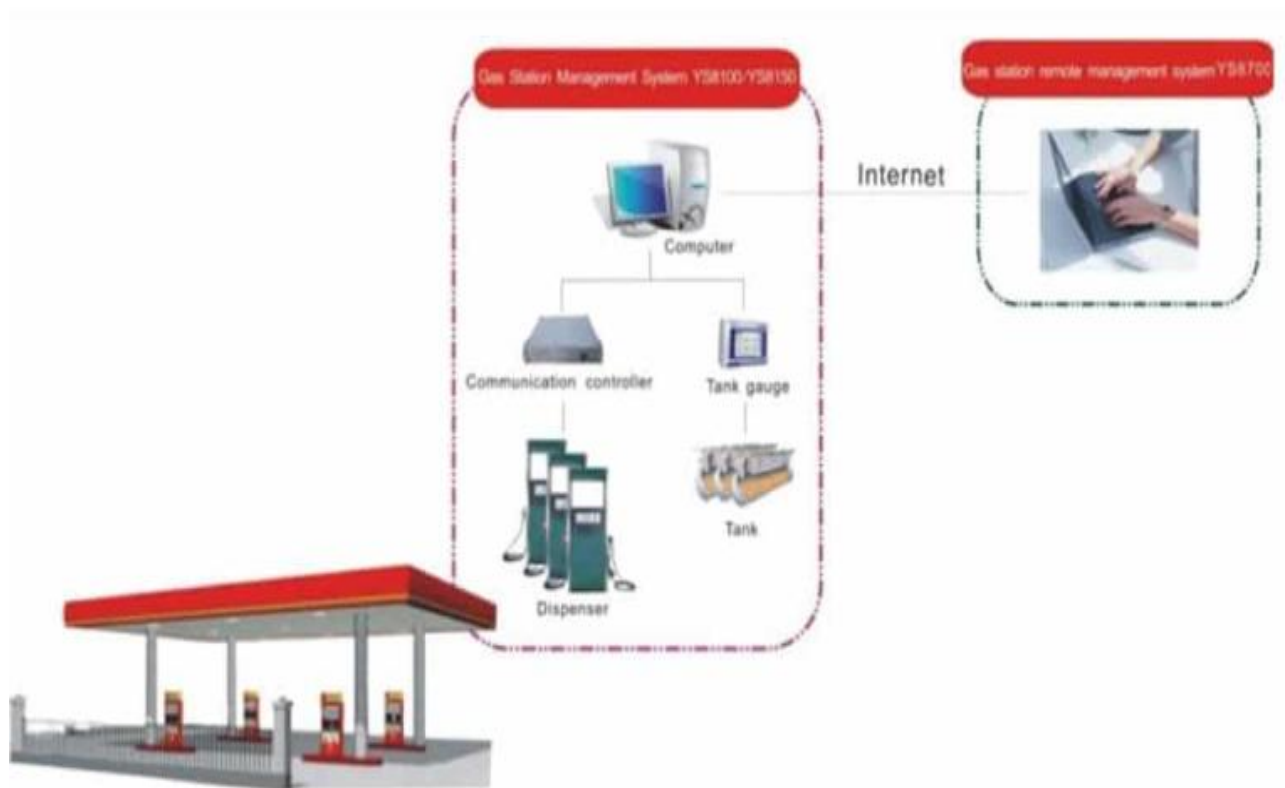
Electronic Totalizer

1. Electronic totalizer with 09 digits including up to 03 decimals which should reset after 999999.999 or with more digits with similar reset pattern.
2. Whatever the quantity of fuel which passes through the flow meter shall be recorded in the totalizer. This shall include the volume of fuel pumped at the beginning of each delivery which is not displayed in the main display. (i.e. 60 ml in most of dispenser makes)

3. Electronic totalizer record shall not be affected (i.e., erased or changed) due to power surge, power failure, removal/interchanging of any hardware component.
4. Internal computation of volumes should be performed to an accuracy of at least 4 decimal places. (5 or more decimals preferable).

Software Upgrade

Fuel Management System is to be designed for a single gas station. This solution is to comprise of the gas station management system and the gas station remote monitoring system. It must be a cost-effective system able to complete the daily oil invoicing management work and support the gas station manager to remotely view the state of operation.





Subsystem

The scope of work will be as follows:

- Decommission existing system
- Supply and install new hardware (2 X PC's, network switch, UPS, communication cards, smart console) to new dispensers
- Install and calibrate forecourt management system
- Load debtor information
- Test and commission system
- Train ACSA staff users

System capabilities should include:

- Wet stock inventory management
- Tank gauge status e.g fuel level
- Reporting, sales and overall performance by shift, day, month, year, fuel sales, non-fuel sales and many more.
- Price adjustment management
- Smart fuel tagging
- System diagnostics
- Fault and alarm logging
- Pump Control (authorize, pause, stop, lock and unlock all pumps)
- System should be compatible with new installed pumps

Section C:

construction of bigger manholes for the 2 x STP pumps.

The access is currently too small and poses a challenge when work needs to be done like pump replacement.

Section D: Maintenance Contract

Objective

The objective of this scope of work is to invite a single-point of contact contractor who will be able to perform a service and repair of fuel bowers. The contractor must verify the bowser is safe for use and complies with relevant regulations.

The reason for single-point of contractor is accountability – to prevent finger-pointing between installer and maintenance contractor.

N.B. Preventive Maintenance and Calibrate certificate are done at the same time to ensure compliance and are valid for 12 months (as per NRCS' Trade Metrology Act of 2014). Any failure in between is treated as a breakdown.

Scope of Work (Terms of Reference)

- Check pump and nozzle operations.
- Verify and replace any damaged or faded labels, including hazard warning signs.
- Inspect pump system for proper operation. Perform necessary repairs or replacement of seals, gaskets, or other components as needed to ensure leak-free and efficient operation.
- Inspect tanks manhole, for diesel and petrol, and check for leaks.
- Clean inside of the bowser above shear valve / check valve – all components to be free of dirt, grime, and product.
- Check and calibrate the meter reading for accurate volume measurement. Ensure compliance with relevant metering standards (calibration to be undertaken with SANS 10378 & SANS 1650).
- Ensure the bowers comply with local regulations (i.e. bylaws).
- Contractor to supply all materials, spares, tools and instruments required for the service.
- Bidder to submit guarantee on workmanship not less than 6 months.
- The contractor must keep all the necessary spares, components and consumables required for the service, and bring them on the day of the service.

- The contractor to have a local office – proof must be provided.
- Contractor to comply with internal HSE (Health & Safety Environment) rules and protocols, and OHSAct provisions – PPE, LOTO, etc.
- **Response times** - 1 hour for emergency work, and 2 - 4hours for any other work.
- The bidder will be responsible for masonry work (i.e. breaking concrete for cable installation), patching, and/or painting.
- **Reporting** - contractor to avail him/herself for meetings to discuss any issues relating to the contract and service delivery. After every service, the contractor must provide report and job cards outlining the work done, spares replaced, and the current status of the system.

N.B. The prospective service providers must include or indicate anything, on the scope, that might have been omitted on the above scope, in his submission so that the fuel bowzers meet the industry standards (i.e. SANS) for safety and insurance purposes.

Detailed Scope of works/specification

2.1 Extent of the Services

The contractor will maintain and repair fuel bowser, forecourt management system, submersible turbine pumps(STP) and its components and verification of liquid fuel dispensers. The service provider will also be responsible for fuel pumping and decontamination from the tanks as when needed.

2.2 Applicable National Standards and International Standards

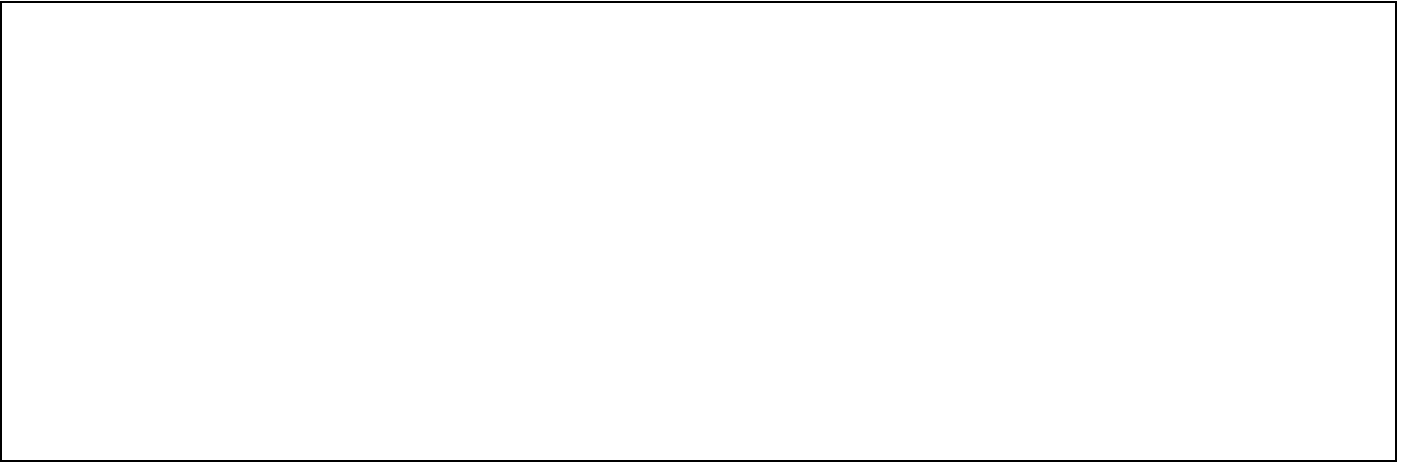
- Technicians must be qualified, and artisan must be trade tested and hold verification officer in terms of section 3 of the Standards Act, no.8 of 2008
- Technical assistants must have a Health and Safety Training, basic first aid training, basic fire fighting training or any proven on the job training
- Technicians must be certified fit by the Occupational Health Practitioner
- SABS 0259, General Requirements for the Competence of Calibration and Testing Laboratories
- SANS 10378, Accredited laboratory calibration equipment (Liquid fuel dispensers)
- SANS 1020, Power operated machines with flammable liquids
- SANS 1650, Measuring Instruments for liquid fuel dispensers

2.3 Scope of Work

Description of the Works

- Repair and replace Submersible Turbine Motor if it packs up on the utility access holes, replace capacitors and check voltage, replace and test continuity on the cable STP cable by a master Electrician.
- Test and replace faulty leak detectors on the utility access holes
- Test, repair or replace faulty shear valves on the containment sump.
- Assist with upgrading and software on the forecourt management working together with our IT department
- Check and test for continuity on the communication cable and assist with replacement if it damaged
- Replace faulty interface cards and interface box on the forecourt management system and configure it on the system
- Replace faulty tagging on the liquid fuel dispensers
- Clean nozzle and pump strainers
- Verification of liquid fuel dispensers in terms of Trade Metrology Act no.77 of 1973 before they expires
- Ensure pump chassis and nozzle are earth
- ~~Esure~~ Ensure vapour barrier is compliant
- Ensure all flame proofing is compliant
- Ensure LCD and backlight is compliant
- Check and ensure nozzle working correct
- Check and ensure tote working correct
- Ensure pulser has no water ingress
- Check, ensure no leaks are visible
- Check floats and levelling devices in tank
- Check floats adjustment with depth level indicators
- Check for any signs of tank leakage
- Inspect manhole gaskets
- Clean or replace strainers and filters
- Validate operation of automatic controls including leak and level detection

Report all non-conformances



PART C4: SITE INFORMATION

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

Description of the Site and its surroundings

General description

King Shaka International Airport,
King Shaka Drive
La Mercy
4407

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

Airside Self Service Fuelling Station

Hidden services

Existing Electrical installations