



NEC 3: TERM SERVICE CONTRACT

Between
AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable to
OR TAMBO INTERNATIONAL AIRPORT
(Registration Number: 1993/004149/30)

and

(Registration Number : _____)

For
LIMA TAXILANE SURFACE REHABILITATION

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PART C1: AGREEMENTS AND CONTRACT DATA

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OR TAMBO INTERNATIONAL AIRPORT

PR 73107

LIMA TAXILANE SURFACE REHABILITATION

C1.2 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 the **LIMA TAXILANE SURFACE REHABILITATION**.

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.

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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 incur 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)Rand;

R.....(in figures)

THE OFFERED STAFF RATES TO PERFORM THE SERVICES, EXCLUSIVE OF VALUE ADDED TAX ARE AS SET OUT IN THE PRICING SCHEDULE.

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.

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 agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

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

Name &
signature of
witness

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 or the Pricing 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	Service 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.

Deviations from and amendments to the draft contract 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 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.

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the Employer of one fully completed copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Contractor) within five working days of the date of such submission 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 of
witness

Date

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 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.

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 the draft contract, 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.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Signature(s)

Name(s)

.....

.....

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

Date

C1.3c Forms of Securities

PRO FORMAS FOR BONDS & GUARANTEES

For use with the NEC3 Term Service Contract (April 2014)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee
Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)

Airports Company South Africa SOC Limited
Reg. No 1993/004149/30 VAT no 4930138393
O R Tambo International Airport
Private Bag X1
3rd Floor ACSA North Wing Offices
Kempton Park
1627

Date:

Dear Sirs,

Parent Company Guarantee for Contract No:

With reference to the above numbered contract made or to be made between

Airports Company South Africa

(the *Employer*) and

{Insert registered name and address of the Contractor}

(the *Contractor*), for

LIMA TAXILANE SURFACE REHABILITATION.

(the *service*).

I/We the undersigned

on behalf of the *Contractor's*
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed at _____ on this _____ day of _____ 20

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	

Pro forma Performance Bond – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Airports Company South Africa SOC Limited
Reg. No 1993/004149/30 VAT no 4930138393
O R Tambo International Airport
Private Bag X1
3rd Floor ACSA North Wing Offices
Kempton Park
1627

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to the Service, entered into between the Employer and the Contractor on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time
1.4	"Contractor" means	[●] a company registered in accordance with the laws of [●] under Registration No [●]
1.5	"Employer" means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of - the date that the Bank receives a notice from the Employer stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract; or - the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"Service" means	[●]

2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

- be signed on behalf of the Employer by a director of the Employer;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract, the liability of the Bank in terms hereof is as principal and not as surety and, the Bank's obligation/s to make payment:
- is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
- shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
6. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract. Our liability shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
6. Should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Bank of such cession.
7. This Guarantee:
- shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 6 above, personal to the Employer and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
8. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank’s seal or stamp

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C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option and secondary Options	W1: Dispute resolution procedure
		X1: Price adjustment for inflation
		X2: Changes in the law
		X3: Multiple currencies
		X4: Parent company guarantee
		X12: The Partnering Option
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (name):	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30 a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	OR Tambo International Airports Company South Africa Private Bag X1 3rd Floor ACSA North Wing Offices

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see www.ecs.co.za

**OR Tambo International Airports Company
South Africa 1627**

Tel No. **011 921 6911**

10.1	The <i>Service Manager</i> is (name):	TBA
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	OR Tambo International Airport
11.2(13)	The <i>service</i> is	LIMA TAXILANE SURFACE REHABILITATION
11.2(14)	The following matters will be included in the Risk Register	1. Risk of financial loss and/or injury of 3rd parties due to the proximity of the <i>service</i> (or of persons providing the <i>service</i>) to all airport users 2. Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects
11.2(15)	The Service Information is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
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 for reply</i> is	1 week
2	The <i>Contractor's</i> main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 week of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.1	The <i>service period</i> is	One (1) Months after the starting date
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	

50.1	The <i>assessment interval</i> is	Between the 1st and 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	(i) The prime lending rate of the Nedbank Bank, as determined from time to time. (ii) the LIBOR rate applicable at the time for amounts due in other currencies
6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Use of Equipment Plant and Materials	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to Annexure A
83.1	The <i>Employer</i> provides these additional insurances	Refer to Annexure A
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Refer to Annexure A
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to Annexure A
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> 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 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [●] ([●] Rands)
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.

10	Data for main Option clause	
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	The person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him [ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option clauses	
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X13	Performance bond	
X13.1	The amount of the performance bond is	Refer to section C1.4 Forms of Sureties
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	R[●] ([●] Rand)
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 costs incurred and/or damages suffered to the employer's property
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	The total costs incurred and/or damages suffered to the employer's property

X18.4	The Contractor's total liability to the Employer, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total costs incurred and/or damages suffered to the employer's property
X18.5	The <i>end of liability date</i> is	[•] months after the end of the <i>service period</i>.
Z	The <i>additional conditions of contract</i> are	

AMENDMENTS TO THE CORE CLAUSES

- Z1 Interpretation of the law**
- Z1.1 Add to core clause 12.3:** Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, 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 Service: Delete core clause 20.1 and replace with the following:**
- Z2.1** The *Contractor* provides the *service* in accordance with the *Service Information* and warrants that the results of the *service*, 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 *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date* .
- Z3.2** The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service Information* or notified by the *Service Manager*. Any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.
- Z4. Termination**
- Z4.1 Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”:** “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
- Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:**
- Z5.1** If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:
- The additional conditions of contract under these Z clauses
 - The conditions of contract and
 - The other documents.
- Z5.2** The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

Z6. Payment: Add the following at the end of core clause 51:

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

Z7.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

Z8. Performance Bond: The following amendments are made to clause X13:

Z8.1. 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 or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in **Annexure C1.3.c.ii** of this Contract Data.

Z8.2. 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 *service period*. If the terms of the performance bond specify its expiry date and the end of the *service 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 *service 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

Z9. Limitation of liability: Insert the following new clause as Option X18.6:

Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

Z8.2 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

Z10. Cession, delegation and assignment

- Z10.1.** 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 final) of the *Contractor*.
- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11. Joint and several liability**
- Z11.1.** 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 this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** 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*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** 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;
- Z12.1.2.** 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.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 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.
- Z12.3.** 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, gratuities, 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.
- Z13. Confidentiality**
- Z13.1.** 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 *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** 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;

Z13.3.3. 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);

Z13.4. The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z13.5. The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14. *Employer's Step-in rights*

Z14.1. If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within [●] weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2. 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 *Service Manager* to achieve this end.

Z15. *Liens and Encumbrances*

Z15.1. The *Contractor* keeps the Equipment used to provide the *service* 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 ensures 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

Z16. *Intellectual Property*

Z15.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

Z15.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.

Z15.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or the *Affected Property*.

Z15.4 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.

- Z15.5** 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:
- Z15.5.1** the *Contractor’s service*;
- Z15.5.2** the use of the *Contractor’s Equipment*, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** 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.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1** Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”: “excluding disputes relating to termination of the contract”.
- Z16.2** The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:
- Z16.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z16.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.
- Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

PART C2: PRICING DATA
TSC3 Option A

Document reference	Title		No of pages
C2.1	Pricing assumptions: Option A		2
C2.2	The <i>price list</i>		[•]

C2.1 Pricing assumptions: Option A

1. The conditions of contract

1.1. How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of
		- the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and - where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

1.2. Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

1.3. Link to the Contractor's plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

1.4. Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

1.5. Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

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

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

C2.2 the *price list*

The attached BOQ excel template shall be used as the price list.

The total of the Prices

PART C3: EMPLOYER’S SERVICE INFORMATION

Document reference	Title	No of pages
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	Total number of pages	

C3: EMPLOYER'S SERVICE INFORMATION

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Otherwise insert list of contents manually.

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1 Description of the service

1.1 Executive overview

There is visual rutting and surface deterioration on Lima Taxilane, between Charlie 9 and Charlie 17 gates. The affected area measures 100 meters in length and 60 meters in width. To restore the structural integrity and operational safety of the taxiway, rehabilitation will be carried out on the base and surface. This process will involve removing the deteriorated pavement layers, reinstating the base material, and applying a new surface layer to ensure durability and compliance with aviation pavement standards.



Figure 1: Lima Taxilane

The scope of works consists of the following:

- Milling 120mm of the asphalt layer on the affected Lima taxilane.
- Replace with 40mm PG64H-16(PMB) surfacing (full area) and 80mm PG64H-16(PMB) base (full area)
- Implement polypropylene non-woven asphalt reinforcing
- Reinstating line markings
- Isolating and re-instating any impacted lighting

1.2 Employer's requirements for the service

The Contractor is required to familiarise themselves with the contents of the document titled "ACSA Volume 5" stipulating the requirements and conditions for working on the airside.

Contractors Requirements

- i) Compilation and submission for approval of a detailed site safety plan and work method statements, all in compliance with the Manual for Working Airside – Volume 5.
- ii) Attendance by all site staff of a safety training course and obtaining ACSA permits. This includes the necessary vehicle and equipment driving permits for any driver having to drive airside, as indicated in the Manual for Working Airside – Volume 5.
- iii) Compile and submit a quality management plan for approval by the Employer's Agent.
- iv) Compliance with local and national Occupational Health and Safety regulations (OHS Act No. 85 of 1993) and ACSA Health and Safety regulations.
- v) Full compliance with the ACSA Environmental Specifications.
- vi) Establishment on site of the camp, asphalt plant and construction equipment on the area allocated for this project.
- vii) Locating, relocating (where required) and protection of all services in the work areas.

- viii) Undertaking of asphalt mix designs and trials to prove compliance with specifications.
- ix) Structured and detailed interaction with various role players at the airport to ensure timeous completion of the works for each shift. These role players include the staff of the Airport Management (AM) and the Air Traffic Control (ATC). Management of the project planning and operational procedures for working airside.
- x) Cleaning of the construction area after each work shift to the satisfaction of AM staff.

Works will be based on COTO standard specifications for road & bridge works for South African Road Authorities (chapter 1.2, 1.3, 1.5, 4.3, 9.1, 11.7, 11.9 and 20.1)

- General requirements & provisions
- Contractor's establishment onsite & general obligations
- Accommodation of traffic
- Existing road materials
- Asphalt layers & Electrical works for AGLs (aircraft ground lights)
- Road markings and road studs
- Finishing the road and road reserve and treating old roads
- Testing materials and judgement of workmanship

Pavement rehabilitation

Work will have to be undertaken in phases taking the current traffic pattern into consideration and ensuring that the airport will still be operational during the construction period. All works will be night shift and the work areas will be available at the following time periods:

- Taxilane Lima From 00h30 to 05h00

Electrical Works

Electrical work is limited in this contract. The contractor shall make every effort to identify all existing underground services. This is especially required when work is carried out within the taxiways.

All lights on the taxiways affected by the remedial pavement works will need to be removed and replaced during the same shift.

Provision is made to install sleeves or to re-slot damaged and old cables next to the existing cables into the existing runways. This activity will be done before any rehabilitation works commence to limit the amount of joints on the final surfacing.

Changes to Scope of Work

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
COTO	Committee of Transport Officials (specifications)

2 Management strategy and start up.

2.1 The *Contractor's* plan for the service

The Contractor ought to submit a schedule of the works, in gantt chart format, detailing all work to be done. The work plan must encapsulate the activities stipulated on this document and the attached BOQ. The schedule period is limited to One (1) month.

The Contractor will be required to submit a work progress report on a daily basis.

2.2 Management meetings

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback	Weekly on any agreed on weekday	ACSA Offices	<i>Employer, Contractor and Consultants</i>

2.3 *Contractor's* management, supervision and key people

The contractor is required to produce an organogram for the project, specifying all personnel that will form part of their site team.

The following personnel are compulsory:
Civil Engineer (registered with ECSA)
Resident Engineer/ Construction Manager/ Site Agent (with NQF level 7 qualification)
Electrical Engineer (registered with ECSA)

2.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

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 *Service 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.

2.5 Documentation control

Only written communication will be considered as contractual abiding. Communication will be with the service manager directly, or through the appointed consultant who shall be introduced to the contractor upon the completion of the appointment under this contract.

2.6 Invoicing and payment

Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

The *Contractor* shall address the tax invoice to
The Service Manager

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number _____;
- Description of service provided for each item invoiced based on the Price List;
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
- (add other as required).

The following process shall be followed:

- (a) The Contractor shall submit the invoice and statement to invoices@airports.co.za
- (b) The Employers accounts officer to log the invoice on the employer's system and direct it to the Service Manager
- (c) The Service Manager shall then receive the invoice and confirm the claim basis
- (d) The Service Manager shall process the payment and forward the necessary details to the accounts department for payment confirmation.

The contractor ought to take into consideration the following payment terms for special pricing items:
(Pricing specifications are based on COTO)

SPECIAL ITEMS AS PER THE PRICING SCHEDULE

SECTION 1.3: CONTRACTOR'S SITE ESTABLISHMENT AND GENERAL OBLIGATIONS

PART C: MEASUREMENT AND PAYMENT

Item	Unit
C1.3.1 The Contractor's general obligations	
Delete subitem C1.3.1.3 and replace with the following:	
“C1.3.1.3 Time related obligations:	
b) Execution of the works.....	month”
Add the following payment items	
“C1.3.1.6 Control of dust and FOD pollution at all work areas including haul and site access roads and camps/site offices.....	Lump sum”
“C1.3.1.7 Airside induction courses and permits.....	Lump sum”
Add the following payment item	
C1.3.3 Provision of site supervisory staff.....	Prov sum”

Under the heading “Item C1.3.1.3”, delete the 2nd paragraph and replace with the following:

“The contract rate shall include full compensation for that part of the Contractor's general obligations which are mainly a function of construction time. The contract rate shall be deemed to include, leasing costs, hire costs or cost of ownership per month for Contractor's Equipment. The contract rate will be paid monthly, pro rata for parts of a month, from the Commencement Date in terms of the Contract Documentation. For item C1.3.1.3(b) the contract rate will be paid monthly, pro rata for parts of a month, from the end of Mobilisation Period until the end of the original Contract Period specified for completion of the Works.”

Add the following new paragraphs:

“Item C1.3.1.6

The tendered lump sum shall represent full compensation for all costs incurred control of dust and FOD pollution at all work areas including haul and site access roads and campsite/site offices. No additional payment will be made for the control of FOD on the project.

Payment of the lump sum tendered will be made in two instalments:

- (1) The first instalment, 70% of the lump sum, will be made in the first payment certificate after the Contractor has made a substantial start with construction in accordance with the approved programme.
- (2) The second instalment, 30% of the lump sum, will be paid when the value of the work reaches one half of the tendered amount, excluding contingencies and price adjustments.”

“Item C1.3.1.7

The tendered lump sum shall represent full compensation for all costs incurred for the attendance of the safety induction course for all the Contractors personnel and for all costs associated with the provision of all necessary permits as required by ACSA for the completion of the project.

No additional payment except that tendered in this item will be granted for permits, airside courses, radio license courses or for any vehicle license courses or permits associated with the due completion of this project and includes for any costs incurred for these during the maintenance period.

Payment of the lump sum tendered will be made in two instalments:

- (1) The first instalment, 70% of the lump sum, will be made in the first payment certificate after the Contractor has made a substantial start with construction in accordance with the approved programme.
- (2) The second instalment, 30% of the lump sum, will be paid when the value of the work reaches one half of the tendered amount, excluding contingencies and price adjustments.”

“Item C1.3.1.8

The rate shown reflect the amount which shall apply for penalty to be deducted for non-compliance with requirements for accommodation of traffic as set out in A1.2.3.25, A1.5 and Volume 5. These rates are per occurrence and shall be applied if deemed necessary by the Engineer. “

“Item C1.3.3

The provisional sum allowed for shall be for the direct cost in paying salaries of the supervisory staff on the project provided by the Engineer. All contracts and employment related costs shall be covered by the Engineer.”

SECTION 1.4: FACILITIES FOR THE ENGINEER

PART C: MEASUREMENT AND PAYMENT

Add the following payment subitems

Item	Unit
C1.4.7 Site inspection transport	
“C1.4.7.3 The provision of site vehicle for Engineer’s site staff.....	Prime cost sum (PC)
C1.4.7.4 Handling costs and profit in respect of item C1.4.7.3.....	Percentage (%)

Add the following paragraphs:

"Item C1.4.7.3

The prime cost sum shall be for the direct cost to provide a vehicle for the Engineers site staff. The vehicle shall comply to all ACSA regulations and shall be sourced by the Engineer."

"Item C1.4.7.4

The percentage under item C1.4.7.4 is a percentage of the amount spent under item C1.4.7.3 which shall include full compensation for all handling costs, profit and all other charges in connection with arranging and carrying out the maintenance works. "

SECTION 1.5: ACCOMMODATION OF TRAFFIC

PART A: SPECIFICATIONS

A1.5.3 GENERAL

Add the following to clause:

This Contract is divided into limited occupation areas in order to allow for the airport to be fully operational during construction. All occupation areas will be over a short duration (e.g. for night shift works). The Contractor shall inform and obtain approval from ATNS and AM prior to closing any runway/RET/taxiway for construction. The requirements of Volume 5 and Clause A1.2.3.25 shall be fully adhered to by the Contractor. The Contractor is also to note that escort services are to be provided by the contractor for vehicles entering the restricted area to areas where work is taking place (see Clause A1.2.3.26).

Details of the envisaged Phasing of the work are contained in Volume 4 (Book of Drawings) and also in C3.5 of this document. If the Contractor wishes to deviate from these details in any way, the Contractor shall request approval for such deviation and if approved shall keep the Airport Manager (AM) and the Engineer fully informed of changes."

Add the following new sub-clauses:

(j) Night work

All plant used on site shall be equipped with suitable lights including flashing amber lights to enable the work to be properly performed and controlled at night. Night work will only commence if, according to the Engineer, the Contractor provides all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours.

Payment shall be made under item B15.15 for provision of the lighting for the whole working site in work areas as specified above.

The Contractor shall provide for artificial lighting to ensure the proper execution of the work in terms of the contract. The artificial lighting shall be subject to the Engineer's approval and shall consist of at least the following:

- (i) At least 3 floodlight towers per work area shall be provided when works are performed during the night shift. A work area is defined as an area of radius 15 m in which night work is being done. The Contractor shall provide adequate lighting at night as specified for every work area. The light in a work area shall be a minimum of 75 lux.
- (ii) The power systems shall comply with the Occupational Health and Safety Act No 6 of 1993 as amended, and the Standard Regulation for Wiring of Premises of the South African Institute of Electrical Engineers.

No additional payment will be made to the Contractor over and above payment for the Contractor's general obligations for providing and maintaining all extra personnel and equipment for executing night work.

Upon request by the Engineer or his representative, the Contractor shall make available a mobile flood light tower for use by the Engineer's staff. Payment for this request shall be made under item C1.5.15 "

PART C: MEASUREMENT AND PAYMENT

Add the following payment items:

"The Contractor's obligation under this Section 1.5 shall not be measured or paid for directly (except as hereinafter provided for) and compensation for the work involved to comply with these obligations shall be deemed to be covered by the rates and amounts tendered for the various items of work included under this contract.

Amend the following payment items C1.5.2 and C1.5.3 to the following:

"Item	Unit
C1.5.2 Accommodation of airside traffic.....	month

Add the following paragraph:

The rate shall also include liaising with the Air Traffic Control (ATC) to coordinate all construction related activities.

Add the following payment item::

Item	Unit
-------------	-------------

C1.5.13 Safety Barriers:

C1.5.13.1 Provide Taxiway/Runway closure barriers as per drawing complete.....Number (No)

C1.5.13.2 Placing, moving and final removal of taxiway/runway closure barriers
upon completion of the worksLump Sum

Item	Unit
-------------	-------------

Add the following payment item::

C1.5.14 Provision of lighting on site for works areas during night work or
where instructedLump sum"

C1.5.15 Traffic Safety Officer Month

C1.5.16 Provision of escort services for all project vehicles.....Lump Sum

Item C1.5.13

The Contractor shall be responsible for maintaining the barriers (including ballast of plastic barriers) and lights. Placing and removal of barriers will be measured once only for payment for each barrier. No additional payment will be made for the intermediate moving and placing of barriers during the contract.

Payment of the lump sums tendered will be made in three instalments.

- (1) The first instalment, 30% of the lump sum, will be made after the contractor has made the initial provision and first placement with the first facility closure
- (2) The second instalment, 40% of the lump sum, will be paid when the value of the work reaches one half of the tendered amount, excluding contingencies and price adjustments.

- (3) The third and final instalment, 30% of the lump sum, will be paid when the barriers are no longer needed and have final been removed off-site.”

Item C1.5.14

The tendered sum shall include compensation for providing and maintaining lighting as specified and shall include for all units, required for all the operations being done during the same working period.

Payment shall be made monthly, pro rata to the contract time elapsed but shall not finally exceed the tendered sum, except when extension of time for completion is granted in terms of the general conditions of contract, when additional payment will be made pro rata to the initial contract period of the main portion of the works.

Payment for the moving and operation of the lighting equipment and other incidentals necessary for lighting the site shall be included in the tendered rates.”

Item C1.5.15

The tendered rate shall include full compensation for providing a traffic safety officer and all requirements and obligations to perform the requirements required by the traffic safety officer as defined in terms of A1.5.7.12 and A1.2.3.25 (f).

The tendered rate shall be paid monthly. The Engineer has the right to subtract days if the traffic officer has neglected his duties in the opinion of the Engineer.”

Item C1.5.16

Payment of the lump sum tendered will be made for the escort services required by ACSA to be provided by the Contractor. The tendered lump sum shall include full compensation for training requirements and Airside Vehicle Operators Permit (AVOP) compliance, providing all transport, safety equipment not otherwise specifically covered, labour and ancillaries required to perform an escort service for all construction vehicles from the security gate to the area where work is taking place.

Payment of the lump sum tendered will be made in three instalments.

- (1) The first instalment, 50% of the lump sum, will be made in the first payment certificate after the contractor has made a substantial start with construction in accordance with the approved programme.
- (2) The second instalment, 35% of the lump sum, will be paid when the value of the work reaches one half of the tendered amount, excluding contingencies and price adjustments
- (3) The third and final instalment, 15% of the lump sum, will be paid when the work has been completed and certificate of practical completion has been issued.

The tendered sum shall include full compensation for training requirements and AVOP compliance, providing all transport, safety equipment not otherwise specifically covered, labour and ancillaries required to perform an escort service for all construction vehicles from the security gate to the area where work is taking place.”

COTO CHAPTER 8: PRETREATMENT AND REPAIR OF EXISTING LAYERS

SECTION 8.2: COVER SPRAYS, FOG SPRAYS AND REJUVENATION SPRAYS

PART C: MEASUREMENT AND PAYMENT

Add the following payment subitems

Item	Unit
C8.2.1 Cover sprays, fog sprays and rejuvenation sprays	
"C8.2.1.4 Certified rejuvenator (Cationic binder as per SANS 4001-BT1).....	litre (ℓ)

Add the following paragraph:

Payment item C8.2.1.4 shall include the brooming and removing of all loose stones before the rejuvenator is applied.

COTO CHAPTER 9: ASPHALT LAYERS

SECTION 9.1: ASPHALT LAYERS

PART A: SPECIFICATION

A9.1.5 MATERIALS

Add the following

A9.1.5.8 Mix properties

Add the following:

"The Immersion Index of a mixture of the binder and aggregate proposed for use shall not be less than 84%.

The maximum rutting shall be 2 mm at 100 000 repetitions using the Model Mobile Load Simulator (MMLS) Wheel tracking test. The test is applicable only to mixes made with modified binder and shall be done according to the Specialised Road Technologies method specification. The tests shall be done on the working mix using three different binder contents, namely the estimated Optimum Binder Content (OBC) and 0.5 % higher and lower than this OBC.

The percentage voids shall be minimum 2% at Nfinal (300 gyrations) using the Superpave Gyratory Test. The test shall be done according to the SHRP testing protocol and shall be done at three binder contents."

PART C: MEASUREMENT AND PAYMENT

Add the following payment subitems

Item	Unit
C9.1.17 Electrical works	
"C9.1.17.1 Removal of taxiway Lights.....	number (No.)
C9.1.17.2 Re-instate taxiway Lights.....	number (No.)

Add the following paragraphs:

Payment item 9.1.17.1 will be the number of full taxiway lights removed and stored in full.

Payment item 9.1.17.2 will be the number of full taxiway sourced and installed according to ICAO and ACSA standards.

COTO CHAPTER 11: ANCILLARY ROAD WORKS

SECTION 11.9: FINISHING THE ROAD AND ROAD RESERVE AND TREATING OLD ROADS

PART C: MEASUREMENT AND PAYMENT

Add the following payment item

Item	Unit
C11.9.1.3 Taxiway Lima.....	Lump Sum

COTO CHAPTER 20: QUALITY ASSURANCE

SECTION 20.1: TESTING MATERIALS AND JUDGEMENT OF WORKMANSHIP

PART A: SPECIFICATION

A20.1.2 DEFINITIONS

Independent site laboratory

In the definition of “Independent site laboratory”, add the following:

“Independent Site laboratory in COTO is equivalent to the combined laboratory in the Employer documentation”

A20.1.4 PUBLISHED TEST METHODS

A20.1.4.8 Testing of asphalt

Add the following new paragraph:

“Sabita Manual 39: Laboratory Testing Protocols for Binders and Asphalt, shall be implemented together with the asphalt tests listed.”

Delete reference to: “Sabita Manual 35 for Design and Use of Asphalt in Road Pavements: Determining the Richness Modulus of EME asphalt mixes.”

and replace with “Sabita Manual 33 for Design Procedure for High Modulus Asphalt (EME): Determining the Richness Modulus of EME asphalt mixes.”

A20.1.7 ACCEPTANCE CONTROL BY STATISTICAL JUDGEMENT PRINCIPLES

A20.1.7.2 Taking samples

a) Stratified random sampling

Add the following new paragraph:

“Where the SARDS Laboratory module is used, the sampling locations must be as per the software. The Engineer may specify additional sampling locations.”

b) Minimum samples per lot

Add the following new paragraph:

“Where the SARDS Laboratory module is used, the number of samples per lot must be as per the software, as a minimum. The Engineer may specify additional numbers of samples.
The Number of samples must be sufficient to meet the requirements of TMH5.”

A20.1.7.5 Assessment Methods

b) Judgement plans

Add the following new sub-clause (iii) and renumber the existing sub-clause (iii) to (iv) and (iv) to (v):

“(iii) Judgement Plan C

Judgement Plan C is for judging measurements of the levels and thicknesses of pavement layers. In accordance with this plan, the compliance of the individual results only with the specified requirements is determined and the variability of test results is not computed.”

Add the following new sub-clause (e):

“(e) Application of Judgement Plan C

Surface levels and layer thicknesses shall be judged in accordance with the following procedure:

(i) Taking the levels

Level measurements shall be taken in a random pattern, before and after a layer has been constructed, and levels shall be taken at exactly the same point before and after construction. Layer thicknesses will then be determinable as the difference between the pre- and post-construction levels but may be supplemented by determinations made by means of holes made in the layer.

The number of measurements of layer thicknesses shall be at least 30 (thirty), and that of surface levels at least 50 (fifty). Larger sample sizes will give more reliable results.

In the case of asphalt layers, the engineer may require that layer thicknesses be determined only by means of measurements taken on drilled cores, in which case the minimum number of cores shall be 20 (twenty) per lot and not 30 (thirty).

For rehabilitation or repair work the number of measurements shall be as specified in the Contract documentation or as directed by the engineer.

(ii) Calculating the deviations

Compute the difference between the specified level or thickness and the actual level or thickness. Compute the mean thickness of the layer.

(iii) Identifying outliers

Check this work by remeasuring any results which may possibly be defective.

(iv) Assessing the results

The following criteria will apply when results are assessed:

1. Surface levels

The lot will comply with the requirements specified for surface levels if at least 90% of all surface levels are within the H90 tolerance specified in each case, before any level corrections are made.

Individual spots, where the surface level deviates by more than the Hmax tolerance, specified in each case, shall be repaired to bring them to within the H90 tolerance.

2. Layer thickness

Individual spots, where the actual thickness is less than the specified thickness minus the Dmax tolerance specified in each case, shall be locally repaired to bring them within the D90 tolerance."

PART C: MEASUREMENT AND PAYMENT

C20.1.5 Financial contribution for an independent site laboratory

Delete reference to: "/commercial".

2.7 Contract change management

No additional Information.

2.8 Records of Defined Cost to be kept by the Contractor

The Contractor will be required to maintain records of daily of work done and the quantities thereof. Additionally, all records of materials certificates shall be maintained on site and made available to the Service Manager upon request.

2.9 Insurance provided by the Employer

No additional Information.

2.10 Training workshops and technology transfer

The client will not be liable for any training under this contract.

2.11 Design and supply of Equipment

No additional Information.

2.12 Things provided at the end of the service period for the Employer's use

No additional Information.

2.13 Management of work done by Task Order

Work will be done as per items listed on the BOQ.

3 Health and safety, the environment and quality assurance

The Occupation Health and Safety Act will be applicable to this contract. The contractor's attention is drawn to the following additional information:

Access to site

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirements as specified by law. Also, will be auditable from time to time.
- Personal Protective Equipment should be issued before the commencement of work.

Permits

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

Health and safety requirements and procedures

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.

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

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

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

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

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

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

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

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

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

At no time, must the Contractor interfere with, or put at risk, the functionality of any 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.

Cell phones and two-way radios

Use of cell phones on airside is not permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will not be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.

Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded to safeguard children and the general public from injury relating to machinery, work or other.

Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense, unless specified in the BOQ. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

3.1 Environmental constraints and management

Reference to be made to the ACSA Volume 5 document.

The *Contractor* shall comply with the environmental criteria and constraints stated in ACSA Volume 5 document.

3.2 Quality assurance requirements

As per COTO specifications.

4 Working on the Affected Property

Reference is to be made to ACSA Volume 5 for details for this section of the contract.

Employer's site entry and security control, permits, and site regulations

All cost of obtaining permits will be for the Contractor's account.

4.1 People restrictions, hours of work, conduct and records

The construction work is to take place within a live operational area. The work shall therefore be planned in such a way as to eliminate operations disturbance as much as practically possible.

4.2 Health and safety facilities on the Affected Property

4.3 Environmental controls, fauna & flora

The Contractor is to submit a detailed environmental management plan prior starting works.

4.4 Cooperating with and obtaining acceptance of Others

4.5 Records of Contractor's Equipment

4.6 Equipment provided by the Employer

No equipment will be provided by the Employer.

4.7 Site services and facilities

4.7.1 Provided by the Employer

An area has been made available for the Contractor's Campsite as indicated on the key plan (Volume 4). The site is equipped with water and electricity. The contractor will pay for the service sewer connection, if available and the contractor should allow to provide for chemical toilet facilities. A telecommunication point is also available. The utilisation of this service is at the expense of the contractor.

The height of any fixed structure (silo's, cranes, etc) for the duration of the contract shall be forwarded to the Employers agent/Engineer prior to erection thereof. The Employers agent/Engineer will verify that these structures do comply with airspace safety regulations and will notify the Contractor accordingly. The Contractor shall not be allowed to store/deliver materials or occupy any other area, other than the site establishment area demarcated as such.

4.7.2 Provided by the Contractor

The Contractor shall provide 24-hour security at the site camp at his own cost and shall provide sufficient lighting in compliance with the OHS regulations. The Contractor must also allow for full compensation for providing one security guard to control the access at the respective access gates to the site as indicated on the drawings.

4.8 Control of noise, dust, water and waste

4.9 Hook ups to existing works

The height of any fixed structure (silo's, cranes, etc) for the duration of the contract shall be forwarded to the Employers agent/Engineer prior to erection thereof. The Employers agent/Engineer will verify that these structures do comply with airspace safety regulations and will notify the Contractor accordingly.

4.10 Tests and inspections

4.10.1 Description of tests and inspections

Geotechnical testing to be done as and when required; to be communicated to the appointed contractor.

4.10.2 Materials facilities and samples for tests and inspections

TBC.

5 List of drawings

5.1 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

Annexure A

Insurance

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.