



AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Project Managering and Construction

Short Contract (ECSC3)

A contract between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING PHALO AIRPORT

(Reg No.: 1993/004149/30)

and

(Registration Number:)

for Supply, install and test UPSs in various areas at King Phalo
Airport

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Documentation prepared by: Samkelo Luyenge

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance page signature block on the next page, has solicited offers to enter into a contract for the **supply, install and test UPSs in various areas at King Phalo Airport.**

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

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

The offered total of the Prices exclusive of VAT is	R
Value Added Tax @ 15% is	R
The offered total of the Prices inclusive of VAT is	R
(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

Acceptance

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

The terms of the Contract, are contained in:

- Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part 2 Pricing Data
- Part 3 Scope of Work: Works Information
- Part 4 Site Information

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

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

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

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

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

Signature(s)

Name(s)

Capacity

(Insert name and address of organisation)

**for the
Employer**

Airports Company South Africa SOC Limited
King Phalo Airport
66 Settlers Way,
Greenfields
East London
South Africa
5201

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tender offers, further copies of this document may be used for that purpose, duly endorsed, 'Alternative Tender No. _____'

Schedule of Deviations

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

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

For the tenderer:

For the Employer

Signature

.....

Name

.....

Capacity

.....

On behalf of *(Insert name and address of organisation)*

Airports Company South Africa SOC Limited
 King Phalo Airport
 66 Settlers Way,
 Greenfields
 East London
 South Africa
 5201

Name & signature of witness

.....

Date

.....

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name): Address Tel No. Fax No. E-mail address	AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED Registered office at King Phalo Airport 66 Settlers Way, Greenfields East London South Africa 5201 043 706 0358 043 706 0311 Sam.Luyenge@airports.co.za
11.2(11)	The <i>works</i> are	Supply, install and test UPSs in various areas at King Phalo Airport
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	King Phalo Airport Airside and Landside.
30.1	The <i>starting date</i> is.	On signing of the contract by both parties
11.2(2)	The <i>completion date</i> is.	Six months after the starting date
13.2	The <i>period for reply</i> is	7 (seven) days
40	The <i>defects date</i> is	Twelve (12) months after Completion of the whole of the works
41.3	The <i>defect correction period</i> is	2 (two) weeks
50.1	The <i>assessment day</i> is the	15th (fifteenth) of each month.
50.5	The <i>delay damages</i> are	Amount per day is 0.05%, to the maximum of 10% of the Contract value
50.6	The retention is	10%
51.2	The interest rate on late payment is	The prime lending rate of the Nedbank Bank. as determined from time to time.
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Refer to Part C1.3
82.1	The <i>Employer</i> provides this insurance	Refer to Part C1.3

82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained in the Z clauses below.
93.2(2)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council.
93.4	The <i>tribunal</i> is:	arbitration.
Z	The <i>Additional conditions of contract</i> are	Z1 – Z17
Amendments to the Core Clauses		
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <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.	
Z3	Other responsibilities:	
Z4	Extending the defects date:	
	Add the following as a new clause 42.5:	
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 90.2, after the words "or its equivalent": "or business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings".	

Additional Z Clauses

Z6 Cession, delegation and assignment

- Z6.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.
- Z6.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity.
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Z7 Joint and several liability

- Z7.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z7.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z7.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
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Z8 Ethics

- Z8.1** The *Contractor* undertakes:
- Z8.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z8.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z8.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z8.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
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Z9 Confidentiality

- Z9.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z9.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z9.3** This undertaking shall not apply to –
-

- Z9.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z9.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z9.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z9.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z9.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z10 Employer's Step-in rights

- Z10.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Project Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z10.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Project Manager* to achieve this end.

Z11 Liens and Encumbrances

- Z11.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z12 Intellectual Property

- Z12.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z12.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z12.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

- Z12.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z12.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z12.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z12.5.2** the use of the *Contractor's* Equipment, or
- Z12.5.3** the proper use of the Works.
- Z12.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z13 Dispute resolution:

Z13.1 Appointment of the Adjudicator

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

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

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

Z13.2 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 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z14 Notification of a compensation event

- Z14.1** 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.

Z15 BBEE and Tax Clearance Certificates

- Z15.1** The *Contractor* shall be expected to annually present a compliant BEE and Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z16 Communication

- Z16.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Project Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
- Z16.2** The *Project Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z17 Delegation

As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:

- Z17.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations

Data provided by the *Contractor* (the *Contractor's Offer*)

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

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

10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	%
63.2	The percentage for overheads and profit added to other Defined Cost is	%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

¹ Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

PART C1.3 INSURANCE

INSURANCE CLAUSES FOR AIRSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

1. Insurance Effected By The Employer (Principle Controlled Insurance (“PCI”))

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

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Section 1 Of The Policy – Contract Works

Contract Works Insurance for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warranties ;

Open Trench Limitation

In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.

Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)

In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.

Section II of the Policy – Contractors Public Liability

Public Liability Insurance which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

Section III of the Policy – Removal Of Lateral Support Liability

Removal Of Lateral Support Liability which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original cause

- b. Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to **R500,000,000 (Incl VAT)** in the aggregate during the policy period of insurance.

The Contract Works SASRIA policy wording can be obtained from the SASRIA website <http://www.sasria.co.za/> which notes the covers and policy exclusions.

- c) **Aviation Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R2,000,000,000** in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

- d) **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be ***R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

**The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.*

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

- 1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits,

limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

- 1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.
- 1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

- 1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
- 1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

Section 1 Of The Policy – Contract Works

In respect of all loss or damage **R150,000** but increased to **R250,000** in respect of loss or damage arising out of or in connection with testing and commissioning.

Section 2 Of The Policy – Contractors Public Liability

R75,000 each and every claim in respect of Property Damage.

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) **Contract Works SASRIA**

In respect of theft as a result of the SASRIA perils insured - **R25,000** each and every occurrence .

c) **Aviation Liability Insurance ;**

In respect of each and every loss or damage or injury - **US\$250,000**.

d) **Design & Construct Professional Indemnity Insurance**

a) In respect of contracts under R50 million at award – **R5,000,000**.

b) **In respect of contracts over R50 million at award – R10,000,000**

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

- a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).
- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) **The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

2. Insurance Effected by the Contractor.

In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor :

- 2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:
 - a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

b) **Contractor's Common Law Liability/ Worker's Compensation Insurance**

The Contractor shall take out and maintain employer's liability insurance with a limit of indemnity of not less than **R20,000,000** and/or workmen's compensation insurance covering personal injury to or death of the employees of the Contractor engaged in connection with the Works to the minimum value required by applicable law.

The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor's personnel performing the Works.

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

- c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

d) **Insurance For Buy-Down Cover Of Employer's Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

- e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

- f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

- g) **Aviation Liability** insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).
- h) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(d) and if applicable to cover the deductible that applies to the Employer effected insurance.

i) **Marine Cargo Insurance (If Applicable)**

Cover : Imports of cargo, equipment, goods, plant, machinery and materials ("**Insured Property**") to the site where the Permanent Works will be constructed.

Sum Insured: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) **Miscellaneous Insurance**

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

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

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

2.4 **Sub-Contractors.**

The Contractor shall:

- a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and
- b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

APPENDIX A

CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY

Send to : Airports Company South Africa

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E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

* (Please provide name of contracting company, site address, telephone numbers and e-mail address).

RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM

Date of loss : _____

Reported to site agent by : _____ Date : _____

Reported to Insurance Broker by : _____ Date : _____

Locality of Incident _____

How did the loss occur (cause) ? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____

Names and address of witnesses _____

Estimated cost of repairs (Separate records of all costs must be kept) R _____

Person whom assessor should contact _____

Telephone/Mobile Numbers Of Contact Person _____

Email Address of Contact Person _____

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 KING PHALO AIRPORT
Physical Address: Airports Company South Africa SOC Limited King Phalo Airport 66 Settlers Way, Greenfields East London South Africa 5201

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 duty completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

C2.2 Price List

The Price List is as follows

ITEM No	DESCRIPTION	QUANTITY	TENDERED RATE	AMOUNT
1	Supply of 10KVA UPS	3		R
2	Supply of 3KVA UPS	5		R
3	Supply of 1KVA UPS	14		R
4	Installation of the 10KVA UPS including associated cables	3		R
5	Installation of the 3KVA UPS including associated cables	5		R
6	Installation of the 1KVA UPS including associated cables	14		R
SUB-TOTAL				R
VAT @ 15 %				R
TOTAL				R

C3: Scope of Work

C3.1 Works Information

The work related to this contract is the supply, install and test UPSs in various areas at King Phalo Airport.

The 3 x 10 KVA UPS will be installed in the IT core rooms.

The 5 x 3 KVA Rack Mounted UPS shall be installed on the airfield for the surveillance camera wire centers.

The 14 x 1 kVA-Inbuilt Battery Static UPS shall be installed in the parking area boom gates.

The specification for the different UOS is as follows:

3 X 10KVA IT Core Room Stand Alone Equipment specifications and features. (Core-room admin, PIDS Control room and PIDS wire center)

- Intuitive user interface with an LCD panel that provides, on a single screen, clear information about UPS status.
- Internal bypass and maintenance bypass are available as standards.
- XL models with internal supercharger for extra-long runtime.
- Communication through USB, RS232 serial or over the network with an optional network card
- Compatible with Virtual environments (VMware, Hyper-V, Citrix Xen, Redhat)

Features:

- UPS topology: Double conversion (Online)
- Input operation voltage (min): 176 V
- Input operation voltage (max): 276 V
- Input frequency: 50Hz
- Output operation voltage (min): 220 V
- Output operation voltage (max): 240 V
- Maximum current: 137 A
- Overload capacity (10 minutes): 110%
- Overload capacity (1 minute): 130%
- Overload capacity (3 seconds): 150%
- Input current Total Harmonic Distortion (THD): 3%
- Noise level: 55 dB

Operational conditions:

- Operating temperature (T-T): 0 - 40 °C

5x 3 KVA Rack Mounted UPS Technical specifications.**Battery Management**

- ABM & Temperature compensated charging method (user selectable)
- Automatic battery test
- Deep discharge protection
- Automatic recognition of external battery units

Battery Replacement

- Hot-swappable internal batteries and extended battery modules (EBMs)
- Battery Run time: 45 minutes at full load.
- Extended battery capability

Electrical Output

- Receptable (8) C13, (2) C19
- Topology Online/Double-conversion
- VA Rating 3000 VA
- Output Waveform Sine wave
- Voltage 230V
- Output Power Factor: >0,95
- Output Nominal Voltage 230V default (200/208/220/230/240V)
- Output Voltage Range 200/208/220/230/240 V +/- 1%
- Voltage Distortion Output (Linear Load) – Max 3
- Output Frequency 50/60 Hz
- Feed Type: Single phase

ELECTRICAL INPUT

- Input Connection C20
- Input Nominal Voltage 230V default (200/208/220/230/240V)
- Input Voltage Range 176-276 V (100-276 V with derating)
- Nominal Frequency 50Hz
- Input Power factor >.0,95
- Phase (Input) 1
- Phase (Output) 1

COMMUNICATIONS

- USB port (HID compliant)
- Serial port (RS232)
- Mini terminal block for remote On/Off
- Mini-terminal block for remote power off
- Mini-terminal block for output relay
- Dry contacts (3 outputs, 1 input, optocoupler, DB9)
- Expansion Slots One slot for optional communication card
- User interface, Multilingual graphical LCD display
- Type of Interface Other
- Potential free switch Contact Yes

14x 1 kVA-Inbuilt Battery Static UPS, Technical Specification

Input Characteristics

- Acceptable Input Voltage 100VAC-300VAC
- Phase Single phase with ground
- Transfer Voltage Range (low load) 100VAC-300VAC (40% load)
- Transfer Voltage Range (100% load) 176VAC-300VAC
- Line low loss 176VAC/100VAC ($\pm 3\%$)
- Line low comeback 186VAC/110VAC ($\pm 3\%$)
- Line high loss 300VAC ($\pm 3\%$)
- Line high comeback 290VAC ($\pm 3\%$)
- Nominal input current (r.m.s) @ 230V input and battery fully recharged 4.5A
- Inrush Current Limit $8 \times I_{rms}$
- THDi 5 % typical, 7% Max with R full load @ 230v input.
- Input Power Factor ≥ 0.99 (R FULL LOAD) @ 230V input
- Input Frequency Range 45-55Hz / 54-66Hz
- Input protection Breaker
- OVCD Withstand 440Vac, 24Hours.
- Generator Set 2.2 x UPS Rating Power

OUTPUT Characteristics

- Output Power (VA) max 1000 VA
- Output Power(W) max 950 W
- Output Waveform Pure sine wave
- Output nominal voltage 220VAC/230VAC/240VAC.
- Output Voltage Variation $\pm 1\%$
- Output Transient recovery 100ms (IEC 62040-3 Non-linear load)
- Output Voltage distortion
 - < 2% THD, linear load@Line mode
 - < 2% THD, linear load @ battery mode, battery voltage 12V / per battery
 - < 6% THD, linear load@Line mode
 - < 6% THD, linear load @ battery mode, battery voltage 12V / per battery
- Output Frequency in inverter mode Synchronization range 45-55Hz / 54-66Hz
- Output Frequency Slew rate 1 Hz/s
- Output Frequency in Battery mode 50 Hz
- Transfer time Inverter Mode to Battery Mode. 0ms
- Transfer Time Inverter Mode to Bypass Mode. 4ms
- Line mode efficiency @ full load with battery fully charged >89%
- ECO mode efficiency @ full load with battery fully charged >97.5%
- Battery mode efficiency @ full load 12Vdc/Battery >84.4%
- Overload Capability (Line mode)
 - 100%~105%: Constant
 - 105%~130% :60s
 - 130%~150% :10s

>150% :300ms

- Overload Capability (Battery mode)

100%~105%: Constant

105%~130% :10s

130%~150% :1s

>150% :300ms

>105% and Vbat<10.5V: 300ms

FEATURES

- ECO Mode Yes
- EPO Function NA
- Battery Capacity Calculation Yes
- Fan Speed Control Yes
- Frequency Converter Mode (CVCF) YES, 60% load

C3.2 Description of the works

ACSA requires the following work to be done at KPA, under this contract.

Note – Any contractual work or switching can only be proceeded with, once written notification has been given to ACSA and written authorization has been issued by ACSA.

A. IT CORE ROOM's (Core-room admin, PIDS Control room and PIDS wire centre)

Install and connect new stand-alone 10 kva ups in distribution boards. With the approval from IT works will be done after hours, install stand-alone ups supply a single pole circuit breaker with required over current protection for the ups supply, also install a single pole circuit breaker with required over current protection for the ups load and separating the exiting circuits from the distribution board supply breaker – all works are to conform to SANS 10142-1 latest edition, on completion of the works a signed COC with test results is to be produced for each installation.

B. WIRE CENTERS

Unplug existing ups and battery supplies, remove existing rack mounted ups and battery pack, install and connect new ups and battery pack. Allow battery to charge, when charged switch off power, check and confirm that power is still being supplied to the cabinet, check and confirm with PIDS control centre that all equipment at the wire centre is fully functional when on ups power. Confirm battery supply is 45 min then return power to normal and confirm with PIDS Control Centre all is normal before leaving.

C. BOOMS

Switch off the power, Remove existing ups. Connect new ups and switch on power, allow ups to charge and test system, Boom operations with power on and power off, when the power is off, the boom and ticket dispenser/reader should still operate using the ups battery supply.

6. Shutdown and Access to Equipment

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

Abbreviation	Meaning given to the abbreviation
MVA	Mega Volt Ampere
HVAC	Heating, ventilation and air conditioning
LV	Low Voltage
kV	Kilo Volt
A	Amps
KVA	Kilo Volts Ampere
HV	High Voltage
RMU	Ring Main Unit
ACSA	Airports Company South Africa
KPA	King Phalo Airport

2. Drawings

Drawing number	Revision	Title

3. Specifications

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Occupational Health and Safety Act (OSHACT 6 of 1983)		
Environmental requirements		
Site regulations and access control: The ACSA permit system procedure		
<u>Technical specifications:</u>		
SANS 10142-1		

4. Constraints on how the *Contractor* Provides the Works

4.1 Meetings

A contractor will be required to attend risk reduction meetings with the representative of Airports Company South Africa. In these meeting, the contractor will be reporting on the progress, constrains and any other issues pertaining to the project. Minutes will be recorded and distributed by the representative will be held on site at King Phalo Airport.

4.2 Use of standard forms

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

4.3 Invoicing and payment

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

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

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

The Contractor shall submit his claims for payment for work performed, and material costs upon completion of the Services to Airports Company South Africa Limited for certification/approval.

Subject to any special provisions in the Specification and subject to any deductions which Airports Company South Africa Limited may be authorised to make under the terms of the Agreement, the Contractor shall be entitled to payment upon certification.

Payments of the amounts so certified shall be made to the Contractor by Airports Company South Africa Limited within 30 days after date of statement from the Contractor.

EMEs = 7 days

QSEs = 14days

When must claim be submitted – Patrick to check with Finance

4.4 Records of Defined Cost

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

4.5 BBBEE and preferencing scheme

None

4.6 Facilities to be provided by the Contractor

Temporary site office by means of container

4.7 Title to material from excavation and demolition

N/A

4.8 Design by the Contractor

N/A

5. Requirements for the programme

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

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

- (i) The proposed rate of progress in order to complete the Works within the required period as tendered, showing the various activities, their durations and proposed resourcing levels (All routes as stipulated under scope of works) for each element of the Works. Sufficient detail shall be provided to enable the Project Manager to be able to gauge construction progress. All activities, including establishment on site, trimming and finishing and the completion of all minor ancillary works are to be included in the program.
- (ii) The sequence of activities and any dependencies (time or resource related) between them.
- (iii) The critical path activities.
- (iv) Key dates in respect of work to be carried out, or information, etc., to be provided, by others.

- (v) Other information specifically required by the Project Manager

When drawing up his programme, the Contractor shall, inter alia, take into consideration and make allowance for:

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

The following details shall be submitted together with the programme.

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

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

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

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

6. Services and other things provided by the *Employer*

- a. The Employer will make available a potable water connection for domestic purposes only. The Contractor shall supply all connections and distribution pipes as necessary plus a meter and shall bear all costs in connection therewith.

The Contractor will bear the cost of water consumed.

- b. The Employer will only be able to make a single phase, 220 V, power supply available to the Contractor for domestic purposes. The contractor shall be liable for all costs associated with transferring power to the required locations, the provision of a meter and the cost of power consumed.

The Contractor shall make his own arrangements for his construction power supply requirements as necessary.

The Contractor will bear the cost of electrical power utilised.

- c. A suitable area will be made available to the Contractor for his camp. The Contractor shall provide a suitable fence around his camp in order to define its boundaries clearly.

C4: Site Information

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

1. Access limitations

Access into site will be restricted to permitted personnel through an ACSA permit system and as such all personnel who will form part of staff that will be executing the works shall be issued with permits. The project will take place at airport's IT rooms located in the terminal building and airside substations and the electrical kiosks, all construction vehicles will gain access via delivery gate, escorted by ACSA.

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

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

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

The contractor must cater for any possible nighttime work, work over weekends and on public holidays as well as all statutory requirements in this regard. Working hours must be agreed between Airports Company South Africa Limited and the contractor. Nighttime refers to the time just after last flight and the first flight on the next day when there are lesser activities at the airport.

Night working hours are normally between 19h:15 – 07h:00 and day work refers to anytime between 07h:00 to 19h:00.

3. Hidden and other services within the *site*

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

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

- The Contractor will execute the works at passenger terminal IT Core room 1st floor,
- Wire centres at PIDS Control room,
- Airside wire centre Kiosks at Receiver and Transmitter ATNS site, at 11 Substation wire centre 4. Wire centre 6 building opposite fire station.
- Further works will be executed in the landside access entry and exits booms, entry and exit booms to the open and shaded parking areas.