



NEC3 Engineering & Construction Contract

**Between Airports Company South Africa
(Registration no: 1993/004149/06)**

**and [Insert at award stage]
(Reg No. _____)**

**for SUPPLY and INSTALLATION OF AWOS
EQUIPMENT, ACCESSORIES and
SOFTWARE UPGRADE AT OR TAMBO
INTERNATIONAL AIRPORT AND BRAM
FISCHER INTERNATIONAL AIRPORT FOR A
PERIOD OF 6 MONTHS**

Contents:	No of pages
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Scope of Work	[•]
Part C4 Site Information	[•]

CONTRACT No.

The NEC3 ECC comprises the following documents:

- NEC3 Engineering & Construction Contract (April 2013)
- C0. ECC3 Contract cover page
- C1.1. ECC3 Offer & Acceptance
- C1.2.a ECC3 Data by Employer
 - Annexure A – Weather Data Schedule
 - Annexure B – Pro Forma Security Bonds and Guarantees
 - Annexure C – ACSA Panel of Adjudicators
 - Annexure D – ACSA Insurance Schedule
- C1.2.b ECC3 Data by Contractor
- C2 ECC3 Pricing Data Options A to F
- C3 ECC3 Employers Works Information
- C4 ECC3 Site Information

Completion of the Contract Data in full is essential to create a complete contract. The Contract Data must be read together with the Conditions of Contract prior to entering the relevant data.

Completion of the Works Information is essential to protect the ACSA's interests. Please ensure that all guidance notes are complied with in the Works Information to ensure compliance with this requirement.

Part C1: Agreements & Contract Data

Contents:	No of pages
C1.1 Form of Offer and Acceptance	[•]
C1.2a Contract Data provided by the <i>Employer</i>	[•]
C1.2b Contract Data provided by the <i>Contractor</i>	[•]
C1.3 Proforma Guarantees	[•]

C1.1 Form of Offer & Acceptance

Offer

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

SUPPLY and INSTALLATION OF AWOS EQUIPMENT, ACCESSORIES and SOFTWARE UPGRADE AT OR TAMBO INTERNATIONAL AIRPORT AND BRAM FISCHER INTERNATION AIRPORT FOR A PERIOD OF 6 MONTHS

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto 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.

Options B	The offered total of the Prices exclusive of VAT is	R
	Sub total	R
	Value Added Tax @ 14% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a tenderer wishes to submit alternative tenders, use another copy of this Form of Offer and Acceptance.

Schedule of Deviations to be completed by the *Employer* prior to contract award

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive tendering.
2. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
3. A tenderer's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1		
2		
3		
4		
5		
6		
7		

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) Name & signature of witness Date (Insert name and address of organisation)
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C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

Completion of the 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	
	dispute resolution Option and secondary Options	B: Priced contract with bill of quantities W1: Dispute resolution procedure X1: Price adjustment for inflation X2: Changes in the law X5: Sectional Completion X7: Delay damages X13: Performance Bond X17: Low performance damages X18: Limitation of liability Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited (reg. no: 1993/004149/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Western Precinct Aviation Park O. R. Tambo International Airports Company Kempton 1632
10.1	The <i>Project Manager</i> is: (Name)	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]
	e-mail	[•]

10.1	The <i>Supervisor</i> is: (Name)	[•]												
	Address	[•]												
	Tel No.	[•]												
	Fax No.	[•]												
	e-mail	[•]												
11.2(13)	The <i>works</i> are	SUPPLY and INSTALLATION OF AWOS EQUIPMENT, ACCESSORIES and SOFTWARE UPGRADE AT OR TAMBO INTERNATIONAL AIRPORT AND BRAM FISCHER INTERNATIONAL AIRPORT FOR A PERIOD OF 6 MONTHS												
11.2(14)	The following matters will be included in the Risk Register	<ol style="list-style-type: none"> 1. Electrocution 2. Interruption to the supply of the building 3. Fall protection plan 4. Lifting batteries 												
11.2(15)	The <i>boundaries of the site</i> are	Working with AWOS												
11.2(16)	The Site Information is in	Part 4: Site Information												
11.2(19)	The Works Information is in	Part 3: Scope of Work and all documents and drawings 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 weeks												
2	The Contractor's main responsibilities	Data required by this section of the core clauses is provided by the Contractor in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.												
3	Time													
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	12 months from the contract start date												
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th></th> <th>Condition to be met</th> <th>key date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>2</td> <td>[•]</td> <td>[•]</td> </tr> <tr> <td>3</td> <td>[•]</td> <td>[•]</td> </tr> </tbody> </table>		Condition to be met	key date	1	[•]	[•]	2	[•]	[•]	3	[•]	[•]
	Condition to be met	key date												
1	[•]	[•]												
2	[•]	[•]												
3	[•]	[•]												
30.1	The <i>access dates</i> are:	<table border="1"> <thead> <tr> <th></th> <th>To be confirmed but intended</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Contract start date</td> <td>Upon contract signing</td> </tr> <tr> <td>2</td> <td>End of the financial year</td> <td>31/03/2027</td> </tr> </tbody> </table>		To be confirmed but intended	Date	1	Contract start date	Upon contract signing	2	End of the financial year	31/03/2027			
	To be confirmed but intended	Date												
1	Contract start date	Upon contract signing												
2	End of the financial year	31/03/2027												
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	1 weeks of the Contract Date.												

31.2	The <i>starting date</i> is	Upon project contract signing by ACSA
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	1 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	54 weeks after Completion of the whole of the works.
43.2	The <i>defect correction period</i> is	4 weeks
47	The Contractor submits a quality plan for acceptance within:	2 weeks of the Contract Date.
5	Payment	
50.1	The <i>assessment interval</i> is	between the 20th 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	4 weeks from receipt of valid tax invoice.
51.4	The <i>interest rate</i> is	(i) not applicable, there's no interest on late payment
6	Compensation events	
60.1(13)	The place where weather is to be recorded is: The <i>weather measurements</i> to be recorded for each calendar month are, The <i>weather measurements</i> are supplied by The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: and which are available from:	Kempton Park, South Africa the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 09:00 hours South African Time and these measurements: SA weather services Kempton Park, South Africa the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer
60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the Employer.

7	Title	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.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Safety requirements 2. Vetting of contractor 3. Approval of Safety file
81.1	The Contractor's Risk	Add: <i>Definition of Force Majeure -</i> <i>The following additional conditions must satisfied:</i> <i>(1) The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and</i> <i>(2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and</i> <i>(3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and</i> <i>(4) The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and</i> <i>(5) The Contractor has ensured that the court order is enforced.</i>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	See Annexure D to this Contract Data provided by the Employer.
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	See Annexure D to this Contract Data provided by the Employer.
84.2	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	See Annexure D to this Contract Data provided by the Employer.
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

B Priced contract with bill of quantities

60.6 The *method of measurement* is **as stated in Part C2.1, Pricing Assumptions.**

11 Data for Option W1

W1.1 The *Adjudicator* is (Name)

Panel of Adjudicators

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

W1.2(3) The *Adjudicator nominating body* is: **The Chairman of the Johannesburg Society of Advocates, or his successor or his nominee.**

W1.4(2) The *tribunal* is: **Arbitration.**

W1.4(5) The *arbitration procedure* 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 **In the city where the Site is located, within South Africa.**

The person or organisation who will choose an arbitrator **the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a) The *base date* for indices is **The closing date for submission of Tenders.**

X1.1(c) The proportions used to calculate the Price Adjustment Factor are: **linked to index for** **Index prepared by**

		<p>proportion</p> <p>0. [•] [•] [•]</p> <p>0. [•] [•] [•]</p> <p>0. [•] [•] [•]</p> <p>0. [•] [•] [•]</p> <p>0. [•] [•] [•]</p> <p>[•] non-adjustable</p> <p>Total 1.00</p>		
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.		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1	Delivery of material	[•]
		2	Installation and commissioning	[•]
X5 & X7	Sectional Completion and delay damages used together			
X7.1 X5.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	Delivery of material	R[•]
		2	Installation and commissioning	R[•]
	Remainder of the <i>works</i>			
	The total delay damages payable by the <i>Contractor</i> does not exceed:	R [•]		
X13	Performance bond			
X13.1	The amount of the performance bond is	R[•].		
X17	Low performance damages			
X17.1	The amounts for low performance damages are:	Amount	Performance level	
		R [•]	for [•]	
		R [•]	for [•]	
		R [•]	for [•]	
		R [•]	for [•]	
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:	The <i>Contractor's</i> total liability is not limited.
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The <i>Contractor's</i> total liability is not limited.
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	The <i>Contractor's</i> total liability is not limited.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p>The total loss suffered and/or damage caused to the Employer's Property</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person; • damage to third party property; and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z24 below.

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation and the law

Z1.1 Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z1.2 Add the following as a new core clause 12.5:

Z1.2.1 In this contract:

Z1.2.1.1 references to any Party to the Contract include its successors or permitted assigns;

Z1.2.1.2 references to the Contractor include the obligations of its personnel;

- Z1.2.1.3** the references to the provisions of any law include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;
- Z1.2.1.4** references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- Z1.2.1.5** references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- Z1.2.1.6** references to "month" means a calendar month;
- Z1.2.1.7** headings are for convenience only and are not taken into consideration in the interpretation of the Contract;
- Z1.2.1.8** where any number of days is prescribed, those days are reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day is the next succeeding working day;
- Z1.2.1.9** any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction is ineffective to the extent of such prohibition or unenforceability in such jurisdiction and is treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;
- Z1.2.1.10** references to any amount means that amount exclusive of VAT, unless the amount expressly includes VAT;
- Z1.2.1.11** the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
- Z1.2.1.12** the rule of construction that the Contract is interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract does not apply;
- Z1.2.1.13** words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
- Z1.2.1.14** references to a "*subsidiary*" or a "*holding company*" is references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and "*affiliate*" is any company that is under common control with such subsidiary or holding company;
- Z1.2.1.15** time is of the essence in the performance of the parties' respective obligations.
- Z2** **The Project Manager and Supervisor: add the following at the end of core clause 14.2:**
- Z2.1** The Project Manager and the Supervisor may take an action which they have delegated.
- Z3** **Early Warning: add the following at the end of core clause 16.2:**
- Z3.1** The Contractor ensures that a subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.
- Z4** **Providing the Works: Delete core clause 20.1 and replace with the following:**
- Z4.1** The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose as stated in the Works Information, and if no such purposes is stated, the ordinary purpose of the Works.

Z5 Subcontracting:

Z5.1 The following clause is added as a new core clause 26.4: “Within 5 days of request by the *Project Manager*, the Contractor provides proof to the *Project Manager* that the Contractor’s payment obligations towards its Subcontractors have been discharged. Failure by the Contractor to provide such proof to the satisfaction of the *Project Manager* entitles the *Employer* to instruct the *Project Manager* to certify payment directly to any such Subcontractor and the *Contractor* shall have no recourse to recover such amounts from the *Employer*. Such direct payment do not create privity of contract between the Employer and such Subcontractor. The *Employer* may recover such direct payment from the *Contractor*.”

Z6 Other responsibilities: add the following at the end of core clause 27:

Z6.1 The *Contractor* has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the Contract Date.

Z6.2 The *Contractor* is responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* are rectified by the *Contractor* at the *Contractor’s* own costs.

Z7 Acceleration: add the following new provisions at the end of core clause 36:

Z7.1 The Project Manager’s reply is either:

Z7.1.1 A notification that the quotation is accepted, in which case, the *Project Manager* changes the Prices, Completion Date and Key Dates and accepts the revised programme; or

Z7.1.2 A notification that the quotation is not accepted and that the Prices, Completion Date and Key Dates are not changed.

Z8 Extending the defects date: add the following as a new core clause 46:

Z8.1 If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.

Z8.2 If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.

Z8.3 The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.

Z9 Quality Management System: add the following as a new core clause 47:

Z9.1 The *Contractor* implements and maintains a quality management system with the requirements stated in the *Works* Information.

Z9.2 Within the period stated in the Contract Data, the *Contractor* provides the *Project Manager* with a quality plan for acceptance. A reason for not accepting the quality plan is that it does not allow for the *Contractor* to Provide the *Works*.

Z9.3 If any changes are made to the quality plan, the *Contractor* provides the *Project Manager* with the changes quality plan for acceptance.

Z9.4 The *Project Manager* may instruct the *Contractor* to correct a failure to comply with the quality plan. This instruction is not a compensation event.

Z10 Assessing the amount due:

Z10.1 Delete the second bullet point of core clause 50.1 and replace with the following: “within thirteen weeks of termination of this Contract”

Z11 Final assessment: add the following as a new core clause 53:

Z11.1 The *Project Manager* makes a final assessment and certifies final payment in accordance with the Contract. The final payment is made within four weeks of the assessment.

Z11.2 An assessment of the final amount due is conclusive evidence of the final amount due under or in connection with the Contract, unless a Party raises a dispute in relation to the assessment of the final amount due.

Z11.3 The assessment of the final amount due is changed to include any agreement the Parties reached and/or a decision of the Adjudicator which has not been referred to the tribunal within four weeks of that decision. The changed assessment becomes conclusive evidence of the final amount due under or in connection with the Contract.

Z12 Notifying compensation events:

Z12.1 Delete the last sentence in core clause 61.3 and replace with the following: “If the *Contractor* does not notify a compensation event within four weeks of becoming aware of the event, he is not entitled to a change in the Prices, the Completion date or a Key Date and the *Employer* is absolved from all liability in relation to such event.”

Z13 Assessing compensation events:

Z13.1 The following is added at the end of core clause 63.4: “the *Contractor* shall only be entitled to changes to the Prices, the Completion Date and/or the Key Date if the compensation event affects the critical path.”

Z14 Termination

Z14.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES**Z15 Changes in Law: Add the following clause to secondary option X2 as X2.2:**

Z15.1 A change in law is defined as:

Z15.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, 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

Z15.1.2 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*.

Z16. Delay damages: add the following to secondary Option X7 (if applicable in this contract)

Z16.1 If the amount due for the *Contractor’s* payment of delay damages reaches the limits stated in this Contract Data for Option X7, the *Employer* may, at its sole discretion, terminate the *Contractor’s* obligation to Provide the Works.

- Z16.2** If the *Employer* terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table
- Z17** **Performance Bond**
- Z17.1** **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 *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.
- Z17.2** **Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security
- Z18** **Limitation of liability: Insert the following new clause as Option X18.6:**
- Z18.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00.
- Z18.2** Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the *Contractor* in terms of this Contract and 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

- Z19** **Cession, delegation and assignment**
- Z19.1** 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*.
- Z19.2** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z20** **Joint and several liability**
- Z20.1** 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.
- Z20.2** 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.
- Z20.3** 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*.
- Z21** **Ethics**
- Z21.1** The *Contractor* undertakes:
- Z21.1.1** 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;
- Z21.1.2** 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.

- Z21.2** 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.
- Z21.3** 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.
- Z22 Confidentiality**
- Z22.1** 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.
- Z22.2** 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*.
- Z22.3** This undertaking shall not apply to –
- Z22.3.1** 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;
- Z22.3.2** 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;
- Z22.3.3** 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);
- Z22.4** 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*.
- Z22.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z23 Liens and Encumbrances**
- Z23.1** 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
- Z24 Intellectual Property**
- Z24.1** 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.
- Z24.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z24.3** 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.

- Z24.4** 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.
- Z24.5** 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:
- Z24.5.1** the *Contractor's* design, manufacture, construction or execution of the Works;
- Z24.5.2** the use of the *Contractor's* Equipment, or
- Z24.5.3** the proper use of the Works.
- Z24.6** 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.

Annexure A: One-in-ten-year-return weather data obtained from SA Weather Bureau for [weather station]

If any one of these *weather measurements* recorded within a calendar month, before the Completion Date for the whole of the *works* and at the place stated in this Contract Data is shown to be more adverse than the amount stated below then the *Contractor* may notify a compensation event.

Month	Weather measurement				
	Cumulative rainfall (mm)	Number of days with rain more than 10mm	Number of days with min air temp < 0 deg.C	Number of days with snow lying at 08:00 CAT	[Other measurements if applicable]
January	[•]	[•]	[•]	[•]	
February	[•]	[•]	[•]	[•]	
March	[•]	[•]	[•]	[•]	
April	[•]	[•]	[•]	[•]	
May	[•]	[•]	[•]	[•]	
June	[•]	[•]	[•]	[•]	
July	[•]	[•]	[•]	[•]	
August	[•]	[•]	[•]	[•]	
September	[•]	[•]	[•]	[•]	
October	[•]	[•]	[•]	[•]	
November	[•]	[•]	[•]	[•]	
December	[•]	[•]	[•]	[•]	

Only the difference between the more adverse recorded weather and the equivalent measurement given above is taken into account in assessing a compensation event.

Annexure B: Pro forma Security Bonds and Guarantee

Annexure C: ACSA Panel of Adjudicators

One of the following adjudicators shall be selected by the referring party as and when a dispute arises. This panel is valid for a period of three years, commencing on 1 May 2020.

Potential Adjudicator	Email Address	Chamber
Adv. Mkhululi Duncan Stubbs	duncan.stubbs@gmail.com	Thulamela Chambers
Adv. Arzhar Bham SC	bhamae@law.co.za	Victoria Mxenge
Adv. Mohhamed Chohan SC	chohann@counsel.co.za	Group One
Adv. Benny Makola	benny.makola@gmail.com	Group 621
Adv. Vincent Maleka SC	ivmaleka@mweb.co.za	Thulamela Chambers
Adv. Chris Loxton SC	loxton@counsel.co.za	Group One

Annexure D: ACSA Insurance Clauses

SECTION A: DEFINITIONS

- (a) Reference to **Landside** means areas of the airport before the security points; and the restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings.
- (b) Reference to **Airside** means the Apron / manoeuvring areas; and area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.

SECTION B: INSURANCE CLAUSES

INSURANCE CLAUSES FOR **LANDSIDE** 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) 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) 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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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 cooperate 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 1.1 (a) and (c) 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) Contractor's Professional Indemnity Insurance in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(c) and if applicable to cover the deductible that applies to the Employer effected insurance.

h) 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

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 _____

C1.2 Contract Data

Part two - Data provided by the Contractor

[Instructions to the contract compiler: (delete this notes before issue to tenderers with an enquiry)

Whenever a cell is shaded in the left hand column it denotes this data is optional and would be required in relation to the option selected. In the event that the option is not required select and delete the whole row.]

Notes to a tendering contractor:

1. Please read both the NEC3 Engineering and Construction Contract (April 2013) and the relevant parts of its Guidance Notes (ECC3-GN)² 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 pages 152 to 154 of the ECC3 Guidance Notes.
2. The number of the clause which requires the data is shown in the left-hand column for each statement however other clauses may also use the same data
3. Where a form field like this [] appears, data is required to be inserted relevant to the option selected. Click on the form field **once** and type in the data. Otherwise, complete by hand and in ink.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is	% %
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 or see www.ecs.co.za

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is			
11.2(14)	The following matters will be included in the Risk Register			
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:			
31.1	The programme identified in the Contract Data is			
B	Priced contract with bill of quantities			
11.2(21)	The <i>bill of quantities</i> is in	(in figures) (in words), excluding VAT		
11.2(31)	The tendered total of the Prices is			
	Data for Schedules of Cost Components	Note "SCC" means Schedule of Cost Components starting on page 60 of ECC3, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC3.		
B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by The percentage for adjustment for Equipment in the published list is	Minus %		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates. Please insert another schedule if foreign resources may also be used	Category of employee		Hourly rate

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

62 in SSCC	The percentage for design overheads is	%
63 in SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	

C1.3 Forms of Securities

Pro formas for Bonds & Guarantees

For use with the NEC3 Engineering & Construction Contract (April 2013)

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

Option X13: Performance Bond

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

Option X16: Retention (not used with Option F)

The *Contractor* may provide a Retention Money Guarantee in the form stated here. When the *Employer* receives and accepts a Retention Money Guarantee exactly in the form stated he will instruct the *Project Manager* not to assess any amount be retained in terms of secondary Option X16.

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. Any changes to the pro-forma document must be approved in writing by the Employer.

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

For use with the NEC3 Engineering and Construction Contract (April 2013)

The Airports Company South Africa SOC Limited
Riverwoods Office Park, The Maples, 24 Johnson Road,
Bedfordview 2008.

Guarantor's 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	“Guarantor”	means [insert]
1.2	“Guarantor’s Address”	means [insert]
1.3	“Contract” means	means the construction contract entered into between the Employer and the Contractor (Contract Reference No. _____ and such amendments or additions to the Contract as may be agreed in writing between the parties.
1.4	“Contractor”	means [insert]
1.5	“Employer”	means the Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa
1.6	“Expiry Date”	means the earlier of <ul style="list-style-type: none"> • 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 [insert]
1.8	“Works”	means [insert]

2. The Guarantor's liability shall be limited to the Guaranteed Amount.

3. The Guarantor's period of liability shall be from and including the date of issue of this Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Amount, whichever occurs first. The Project Manager and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. The Guarantor hereby acknowledges that:

- a. any reference in this Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship; and
 - b. its obligation under this Guarantee is restricted to the payment of money.
5. The Guarantor hereby undertakes to pay the Employer any sum or sums not exceeding the Guarantee Amount in total, upon receipt of a written demand delivered to the Guarantor's Address, stating that the Contractor is in breach of its obligations under the Contract (without being required to prove the nature of the breach and the amount claimed. The written demand shall be signed by the Employer and be accompanied by the original Guarantee.
6. Payment by the Guarantor, in terms of this Guarantee, shall be made within seven (7) calendar days upon receipt of the Employer's written demand to the Guarantor.
7. The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Contractor and the Employer and/or between the Guarantor and Contractor; nor any alteration in the obligations undertaken by the Contractor or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Contractor (whether or not the Guarantor has notice thereof).
8. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
9. All payments made by Guarantor shall be due and payable in the amount specified in any payment demand made in respect hereof by the Employer and shall be made free and clear of and without any deduction for or on account of any tax or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed. All charges of the Guarantor related to the issuance or performance of this Guarantee (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Contractor and under no circumstances shall be charged to the Employer by the Guarantor.
10. This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.
11. This Guarantee, with the required demand notice, shall be regarded as a liquid document for the purposes of obtaining a court order.
12. The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.
13. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining

provisions of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.

SIGNED at _____ on _____ Day of _____ 202__

For and on behalf of the **GUARANTOR**, duly authorised and warranting such authority

Full Name: _____

Capacity: _____

Witness: _____

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option B	
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing assumptions: Option B

The conditions of contract

How work is priced and assessed for payment

Clause 11 in NEC3 Engineering and Construction Contract, April 2013 (ECC3) Option B states:

Identified and defined terms	11 11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
		(28) The Price for Work Done to Date is the total of <ul style="list-style-type: none"> • the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and • a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p>
		(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. The Contractor is paid based on the actual quantities of work performed as opposed to the quantities set out in the Bill of Quantities. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time. With this pricing method, the Contractor bears the risk for his pricing of the bill and the Employer bears the risk for changes in the quantities.

Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does not Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (April 2013) the requirements of the tender (if any) and the Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

The P & G section of the bill is not used for the assessment of compensation events.

Measurement and payment

Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre
MPa	megapascal
No.	number
Prov sum ³	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

General assumptions

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.

The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.

An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*.

³ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary.

The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due.

The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. Detail regarding the extent of the work entailed under each item is provided in the Works Information.

Departures from the *method of measurement*

Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 the *bill of quantities*

1.Preliminary and General

Item no.	Activity Description	Frequency	Quantity	Amount (per single item)	Total (per year)
1	Insurance (Admin fee , excluding ACSA required insurance)	Once off	1	R	R
2	10% Performance Bond (Bank Handling fees) Refer to C1.3	Once off	1	R	R
3	Airside Induction & Training	Each		R 600	
4	Personnel Permits (For a period of 1 year)	Each		Provisional	R4800.00
	Vehicle Temporary Day Permits	Sum	1	Provisional	R20 000.00
5	Compliance with the Occupational Health and Safety Act (OHS) and Regulations (including the Construction Regulations, 2014) and Environmental Specifications	Sum	1	R	R
6	Forward Cover	Sum	1	R	R
	PRICE LIST No.1: Preliminary and General-Total A carried forward to summary				R

2. ORTIA - SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AWOS SOFTWARE

Item	Description	Unit	QTY	Rate	Tender Price
2.1	Server Software upgrade at ORTIA				
2.1.1	Supply of AWW501 Vaisala AviMet Central System Software - Four Runways (Two Strips) Runway category level up to CAT III A Standard ICAO compliant system software	Sum	1	R	R
2.1.2	Installation of AWW501 Vaisala AviMet Central System Software	Sum	1	R	R
2.1.3	Commissioning and Testing of AWW501 Vaisala AviMet Central System Software	Sum	1	R	R
2.1.4	3 days training on site	Sum	1	R	R
	TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2				R

3. BFIA - SUPPLY, OFFLOAD, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AWOS FIELD SENSORS, SERVERS, AND SOFTWARE.

Item	Description	Unit	QTY	Rate	Tender Price
3.1	AWOS Sensors, Servers, Server Software upgrade at BFIA				
3.1.1	Supply and installation of CDU401 Central Data Unit AviMet AWOS / RVR / LLWAS Server and Switch Duplication Rack server Dell w/ 960GB SSD & W2022 OS	Sum	1	R	R
3.1.2	Supply of AWW501 Vaisala AviMet Central System Software - Two Runways (One Strip) Runway category level up to CAT III A Standard ICAO compliant system software	Sum	1	R	R
3.1.3	Installation of AWW501 Vaisala AviMet Central System Software	Sum	1	R	R
3.1.4	Commissioning and Testing of AWW501 Vaisala AviMet Central System Software	Sum	1	R	R
3.1.5	AWOS workstations	ea	4	R	R
3.1.6	3 days training on site	Sum	1	R	R
	TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES IN PART C2			R	

SUMMARY OF BILL OF QUANTITIES		
Item	Description	Amount
1	BILL NUMBER 1: Preliminary and General Items	R
2	BILL NUMBER 2: ORTIA - SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AWOS SOFTWARE	R
3	BILL NUMBER 3: BFIA - SUPPLY, OFFLOAD, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF AWOS FIELD SENSORS, SERVERS, AND SOFTWARE.	R
4	SUBTOTAL	R
5	ADD: 10% Contingencies	R
6	TOTAL TENDER PRICE CARRIED OVER TO FORM OF OFFER AND ACCEPTANCE (C1.1)	R

Note:

[a] Bidders are to note that the Total Price above (which includes VAT) must be carried over to the form of offer and acceptance; and all provisional and prime cost amounts shown in the Bills of Quantities must be included therein. No adjustments will be made for any failure by Bidders to include these in the Total Tender Price for this project.

Total Price _____
(in words) _____

Contract Period

The contract period offered is _____ weeks.

C3: SCOPE OF WORK

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C3.2	<i>Contractor's Works Information</i>	1
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3.1 Description of the works

3.1.1 Executive overview

The Automated Weather Observing System (AWOS) at OR Tambo was first installed in 2006. O.R. Tambo International Airport has an existing installed Vaisala AviMet® Automated Weather Observing System to collect, processes, monitors, distributes and archives meteorological data measured by a dedicated set of meteorological sensors located along the runway(s).

The project comprises the following:

Supply, deliver, install, test and commission of AWOS equipment and software that is compatible to the currently installed Vaisala AviMet® System.

Observations performed by the system are to be used:

1. To provide the Air Traffic Control with necessary meteorological data as defined in ICAO recommendations.
2. Optionally to provide detailed observation data for transmission to regional and national meteorological information networks.

Following meteorological observations are performed automatically:

- Wind Speed & Direction
- Pressure (QFE, QNH, QFF)
- Temperature
- Humidity (Dew Point Temperature)
- Meteorological Visibility
- Runway Visual Range Assessment
- Rain Amount
- Present Weather
- Lightning activities

The figure below shows a layout of the field sensors currently installed at O.R. Tambo International Airport.

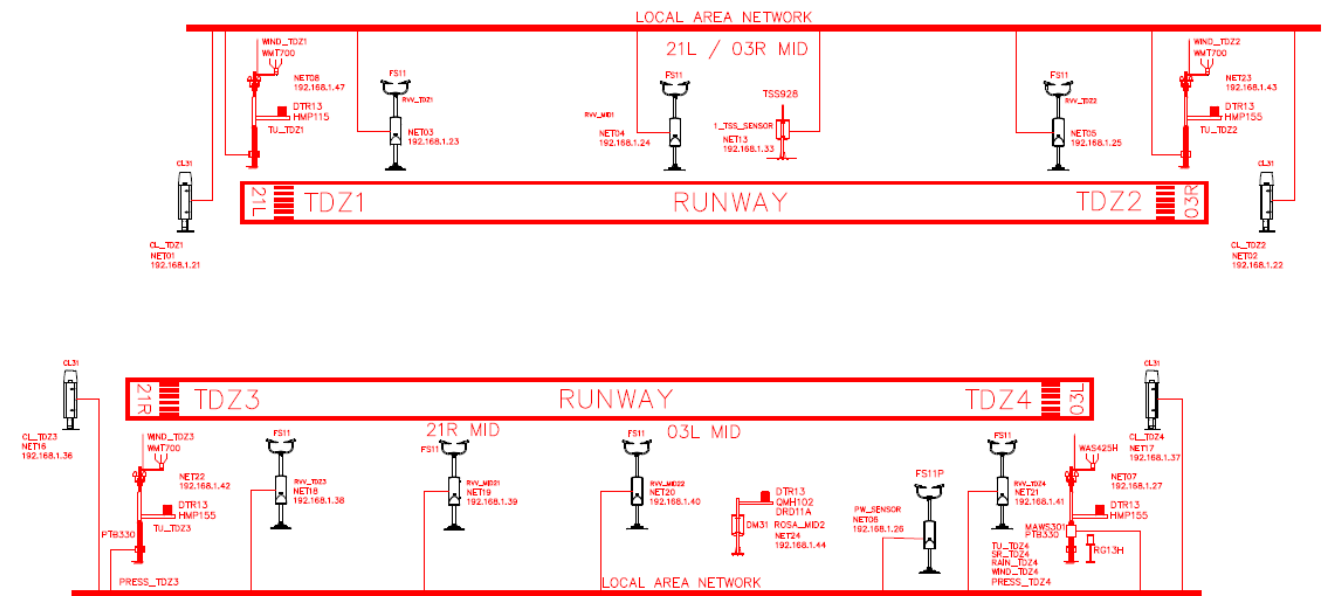


Figure 1: Sensors and Data collection system at O. R. Tambo International Airport

AVOP	Airside Vehicle Operating Procedure
IEC	International Electrotechnical Commission
KV	Kilo Voltage
LV	Low Voltage
MV	Medium Voltage
MVA	Mega Volt Amp
ORTIA	Oliver Regional Tambo International Airport
PILC	Paper Insulation Lead Cable
SOC	State Owned Company
XLPE	Cross-linked polythylene
VAT	Value Added Tax
V	Volt

3.2 Management and start up.

3.2.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly	ORTIA	
Overall contract progress and feedback	Monthly	ORTIA	<i>Employer, Contractor, Supervisor,</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. Records of these meetings shall be submitted to the *Project Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

3.2.2 Documentation control

All correspondence between the Contractor, Consultant and the Employer shall be performed in an organized manner as defined below.

In this context, by correspondence is meant:

- a) Letters
- b) Telefaxes
- c) E-mail

All correspondence originating from a sub-contractor shall first be dealt with and coordinated by the Contractor and submitted as the contractor's correspondence.

For the purposes of distribution and archiving, a correspondence of any type shall not deal with a mixture of various subjects. This refers to both technical and commercial items, i.e. where practical, each technical and commercial subject shall be dealt with in separate correspondence.

All correspondence shall bear the Project Title and the Contract Number.

Furthermore, all correspondence shall bear the date of issuance, in DD.MM. YYYY format.

a) **LETTERS**

For official correspondence with contractual and/or financial implications, letters shall normally be used.

The Contractor shall address all his letters to the Consultant. The original shall be submitted to the Consultant and a copy to the Employer.

Letters to the Contractor shall usually be submitted by the Consultant, with a copy to the Employer. Should the Employer wish to write directly to the Contractor, he shall copy to the Consultant.

b) **TELEFAXES**

Telefax shall be used whenever information, letters, sketches or similar documents have to be transmitted urgently, or in advance. However, a document having been "faxed" shall be considered a valid document only once receipt has been acknowledged or after submission of the original letter/document.

c) **E-MAIL (Unofficial correspondence)**

For ease of communication, e-mail will be the preferred medium for "normal" communication. However, any communication which the originator regards as Official and "for the record" needs to be on a letterhead, signed and either faxed and/or submitted in hard copy to the recipient. Hence, in the case of a dispute, e-mailed correspondence shall not ipso facto be accepted as proof of error free communication. However, an e-mail shall be considered a valid document only once receipt has been acknowledged or after a response have been received.

The onus is on the sender to either scan confidential information or use Portable Document Format (.pdf).

Forms such as Payment Certificates and Invoices shall always either be scanned in or transmitted in .pdf files.

3.2.3 Health and safety risk management

The Contractor shall comply with the Employer's health and safety requirements as contained in Annexure B to this Works Information.

The Contractor shall submit with this Tender, a complete Health and Safety Plan for this project, for the Employer's approval.

The Employer and the Contractor hereby agree, in terms of the provisions of any relevant legislation governing safety or health, that the Contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with the provisions of the legislation, namely:-

- (a) The Contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of relevant legislation and the regulations promulgated in terms thereof, and
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the relevant legislation and regulations will be fully complied with, and
- (c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the relevant legislation and regulations and expressly absolve the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.
- (d) The contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the relevant legislation and regulations pursuant to work performed on behalf of the employer and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

The Contractor shall furthermore comply with all the Employer's requirements for security and safety. An active accident prevention programme shall be maintained. A responsible person shall be appointed and he is to co-operate fully with the Engineers Representative in all matters pertaining to accident prevention.

The Contractor shall comply with:

- The Occupational Health and Safety Act, 1993, and all regulations.
- The Construction Regulations, 2003.
- The Contractor undertakes not to do, or not to allow anything to be done which will contravene any of the provisions of the Act, Regulations or Safety and Operating Procedures

When apparatus is in commission or is to be commissioned:

- The Contractor shall ensure that a team member on site of the Contractor is authorized as a Responsible Person.
- The Contractor shall ensure that the Responsible Person shall supervise the works at all times and be available to take permits where necessary.

The Employer may, at any stage during the duration of this contract, be entitled to:

- do safety audits at the Contractor's premises, its work-places and on its employees;
- refuse any employee, sub-contractor or agent of the Contractor access to its premises if such person has been found to commit any unlawful act or any unsafe working practice or is found to be not authorized or qualified in terms of the Act
- issue the Contractor with a work stop order should the Employer become aware of any unsafe working procedures or conditions or any non-compliance with the Act, Regulations and Procedures referred to above by the Contractor or any of its employees, sub-contractors or agents.
- No extension of time will be allowed as a result of any action taken by the Employer in terms of the above and the Contractor shall have no claim against the Employer as a result thereof.
- An authorized Employer's representative will be on site for regular site visits to monitor the Contractor's implementation of health, safety and quality Standards.
- The works to be enclosed with chevron barricade tape supplied and installed by the Contractor and set out by the Employer.
- The Contractor shall be responsible for all expenses incurred to ensure adherence to Health and Safety Regulations as stipulated above.
- The Contractor shall comply with all the requirements of the CONSTRUCTION REGULATIONS.
- The Contractor shall adhere to the applicable standards and procedures attached to this contract.

3.2.4 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in the Employer's EMS included in Annexure B.

3.2.5 Quality assurance requirements

- a) The Contractor needs to submit a quality plan indicating the control points for quality to ensure that the works are done according to specification.
- b) The Contractor shall control his activities and processes in such a way as to ensure compliance with the Employer's Specifications and Standards. He shall carry out, as a minimum requirement all the tests laid down in the specifications and shall submit all the test results to the Employer.
- c) The Employer's Specifications and Standards, as indicated in this document, are requirements of this contract.
- d) The Contractor shall be responsible for the relevant Quality Assurance Requirements to be imposed on his sub-contractors and suppliers of materials in terms of the above standards.
- e) The Contractor shall submit with this Tender, a complete list of sub-contractors, he intends to make use of for this project, for the Employer's approval. The Contractor will not appoint any sub-contractor without the acceptance of the Employer.
- f) Only new, good quality materials may be used and where applicable materials must comply with the specifications of the South African Bureau of Standards or IEC Specifications.

3.2.6 Programming constraints

- All outages shall be performed during the night from 00H00 until 04H00.
- All supplies to all loads shall be maintained during the extended working hours of ACSA.
- During the execution of this contract, the existing 11kV and 400V networks will remain in full operation. It is of the utmost importance that the Contractor shall make due allowance for the co-ordination of his program with the operation of the network.

Any anticipated delays or problems experienced with the execution of construction activities shall immediately be brought to the attention of the Engineer.

No standing time or extension of time will be allowed due to bad co-ordination and/or programming by the Contractor and should his action cause unplanned outages, then he will be accountable therefore.

3.2.7 Contractor's management, supervision and key people

None

3.2.8 Invoicing and payment

Within seven days of receiving a payment certificate from the *Project 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 *Project Manager's* payment certificate.

The *Contractor* shall address the tax invoice to Airports Company South Africa SOC Ltd. and include on each invoice the following information:

Name and address of the *Contractor* and the *Project Manager*;
 The contract number and title;
Contractor's VAT registration number;
 The *Employer's* VAT registration number 493 013 8393;
 Description of work done by cross reference to *Project Manager's* certificate;
 Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

3.2.9 Contract change management

None

3.2.10 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 *Project Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

3.2.11 Training workshops and technology transfer

The operation of all the equipment supplied under this contract shall be demonstrated at length to the local maintenance personnel.

3.3 Engineering and the *Contractor's* design

3.3.1 *Employer's* design

The Employers' design is limited to the following:

- Layout of the existing buildings and equipment.

3.3.2 Parts of the *works* which the *Contractor* is to design

The *Contractor* is responsible for the detail design of the following:

- UPS Battery sizing, bank arrangement and back up time.
- Battery design to meet the required specification as per C3.2 below and Battery specification on Annex B

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

The *Contractor* shall as a minimum submit the following for approval (as per returnable documents on T2.1):

- Dimensional drawings showing the dimensions of equipment to be supplied by the contractor.
- Manufacturing programme of LV Switchboards and bus coupling panels.
- QA Plan for the equipment to be manufactured

3.3.4 Other requirements of the *Contractor's* design

None.

3.3.5 Use of *Contractor's* design

See core clause 22.1 of NEC.

3.3.6 Design of Equipment

None

3.3.7 Equipment required to be included in the works

- Moulded circuit breakers
- LV cables

3.3.8 As-built drawings, operating manuals and maintenance schedules

Three copies of the complete instruction manuals inclusive of all drawings for the operation and maintenance of the equipment shall be handed over to the Engineer (Acsa).

Two CD's containing the following shall also be handed over to the Engineer (Acsa):

- A soft copy of the complete instruction manual and drawings
- Setting files for all relays and meters
- Relay and meter software for communication to the relays and meters.

3.4 Procurement

3.4.1 People

3.4.1.1 Minimum requirements of people employed on the Site

The Contractor is to be registered on the ACSA database for contractors and permits are to be obtained from ACSA for all workers on site.

3.4.1.2 BBBEE

Requirements are included in the Invitation to Bidders

3.4.2 Subcontracting

3.4.2.1 Mandatory manufacturers

None

3.4.2.2 Subcontract documentation, and assessment of subcontract tenders

None

3.4.2.3 Limitations on subcontracting

None

3.4.2.4 Attendance on subcontractors

None

3.4.3 Plant and Materials

3.4.3.1 Quality

As per company quality plan or standard.

3.4.3.2 Plant & Materials provided “free issue” by the Employer

The Employer will provide the following items:

None

3.4.3.3 Contractor’s procurement of Plant and Materials

None

3.4.3.4 Spares and consumables

Spare parts as detailed in Section 6 of this Works Information will be supplied.

3.4.4 Tests and inspections before delivery

The whole of the materials used in the Project shall be subject to such inspection and test at the manufacturer’s works as prescribed in the appropriate material standards, required in the specific clauses of the Contract or the Engineer may direct from time to time as the work proceeds.

The manufacturer shall perform all tests as prescribed by IEC or other standards applicable to the equipment. In addition to these tests the manufacturer shall perform the tests specified in the manufacturer’s own factory standard for quality control.

The Engineer reserves the right to witness any or all tests and the Contractor shall inform the Engineer at least 7 days in advance of any tests which will be performed.

The cost of such inspection and tests, including the provision and use of test equipment, with a quantified number of visits by the Engineer shall be included in the Tender Price.

If, due to the Contract work and/or component materials not complying with this specification, further tests are necessary, the Contractor shall pay all additional costs which may be incurred in re-testing.

The approval by the Engineer of the results of such inspection and tests shall not relieve the Contractor of his obligations under the Contract for the satisfactory performance of the plant and materials.

During the execution of the Contract, test specimens, if required by the Engineer, shall be taken from the materials for the purpose of check tests or analyses by Independent Authorities. Such specimens shall be prepared for testing and forwarded at the expense of the Contractor to the Testing Authorities selected by the Engineer.

The Contractor shall deliver to the Engineer three copies of the test certificates covering all tests. In case the original certificate is not in the English language, three copies of a translation into English of the certificate plus one copy in the original language shall be delivered to the Engineer.

As a minimum, Factory Acceptance Tests shall be performed on the following:

- None

3.4.5 Marking Plant and Materials outside the Working Areas

None

3.4.6 Contractor’s Equipment (including temporary works).

None

3.5 Construction**3.5.1 Temporary works, Site services & construction constraints****3.5.1.1 Employer’s Site entry and security control, permits, and Site regulations**

All contractor Employees shall obtain permits from ACSA for access to site.

3.5.1.2 Restrictions to access on Site, roads, walkways and barricades

All deliveries that will obstruct portions of the roadways or public routes for any period of time are to be restricted between 00h00 and 04h00. All logistics affecting operations are to be approved by the relevant ACSA Managers.

All vehicles related to the contractor's works are to be parked within the contractor's hoarded site or in public parking with costs for the contractor's account. Any contractor vehicle towed for illegal parking will be for the contractor's account.

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

Contractors are limited to their actual site establishment areas and places of work and under no circumstances will materials, equipment, tools, cooking or any other disturbance be allowed in public areas and delivery of materials via the normal airport traffic routes is strictly prohibited. Use of the public people mover infrastructure is prohibited.

Contractor's employees are to be clearly identifiable and they must be discouraged from visiting the public areas of the airport.

3.5.1.4 Health and safety facilities on Site

None

3.5.1.5 Environmental controls, fauna & flora, dealing with objects of historical interest

None

3.5.1.6 Title to materials from demolition and excavation

The Contractor has no title to materials from demolition and excavations.

3.5.1.7 Cooperating with and obtaining acceptance of Others

The Employer has various contracts in progress and the Contractor may be required to adjust his program and activities to coordinate with others.

All hoarding is to comply with the ACSA standard (MANAGER – (011) 921 6226).

The hoarding is to be maintained to ACSA's specifications at all times. Any costs incurred by ACSA for repairing the Contractor's hoarding will be forwarded to the contractor for payment. To avoid this, the contractor is to ensure that the hoarding is maintained on a daily basis.

No existing finishes outside the defined site are to be changed without prior approval by ACSA.

All electrical installations and loading is to be approved by ACSA Electrical Division (MANAGER - (011) 921 6883) prior to any work being executed.

All cable installations are to comply with the ACSA specification as a minimum and be approved by ACSA IT and Electrical.

All mechanical alterations or impact thereon, i.e. air-conditioning, are to be approved by the ACSA Mechanical Division (MANAGER - (011) 921 6225) prior to any work being executed.

The use of any people mover infrastructure for delivery is to be approved by Mechanical Division (MANAGER).

All alterations to fire detectors and sprinklers or impact thereon are to be approved by ACSA Mechanical Division (MANAGER - (011) 921 6225) prior to any work commencing.

3.5.1.8 Publicity and progress photographs

None

3.5.1.9 Contractor's Equipment

The Contractor shall as part of his reporting includes a list of Contractors Equipment and material on site. The list shall include Registration numbers, serial numbers, whether it is rented with the provider's details.

3.5.1.10 Equipment provided by the *Employer*

The Employer will provide only equipment listed in 4.3.2.

3.5.1.11 Site services and facilities

The site as detailed on the drawings will be available to the Contractor for the execution the Works. Limited power will be available within the rooms. The Contractor is to source his own water and will be responsible for his own waste disposal. The Contractor shall be responsible for the supply on site of his own telephone or cellular phone.

Existing cable trenches and cable ladders and trays are to be utilized for cable routes. The Contractor is to open cable trenches and include the cost in his rates. All cable trench covers are to be returned to their positions, all covers damaged or broken by the Contractor is to be replace by the contractor at his costs. All cable trays and ladders are to be tidied after cable installation.

3.5.1.12 Facilities provided by the *Contractor*

The Contractor shall erect and maintain at his costs his own covered storage and office that he may require. The yard shall be fenced by the Contractor and maintenance of the yard will be his responsibility. The yard shall be kept in a clean and tidy condition at all times to the satisfaction of the Engineer. On completion of the Project, all structures and installations shall be removed from site, to the satisfaction of the Engineer.

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

None

3.5.1.14 Survey control and setting out of the *works*

The Contractor will be responsible for setting out the positions of the new equipment. The Engineer is to approve such positions before actual installation commence.

3.5.1.15 Excavations and associated water control

None

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

The Contractor shall be liable for all damage and breakage to other services. Repair will be done by adequately qualified personnel or contractors. If the damages or breakage is not repair / replaced to the satisfaction of the Engineer within a reasonable time, the Engineer shall be entitled to appoint another Contractor to repair such damage or breakage and debit the account of the Contractor. All damages and breakages are to be reported to the Engineer.

3.5.1.17 Control of noise, dust, water and waste

The contractor shall keep noise to a minimum and to between 00h00 and 04h00.

The site is to be maintained in a reasonable state of tidiness at all times.

Rubble may not be accumulated on site. Suitable skips are to be provided for the works.

All dust and debris resulting from construction work is to be contained within the hoarded site. Any materials and rubble outside the hoarded site will be removed by ACSA from the Airport without notice to the contractor and will be for the contractor's account.

The Contractor will ensure the proper handling and carting away of spoil material, and the cleaning of ablution areas set aside for the use of the contractor's staff.

3.5.1.18 Sequences of construction or installation

To be finalised by awarded bidder and submitted for approval.

3.5.1.19 Giving notice of work to be covered up

Notice of work to be covered up is to be given by the Contractor to the Engineer.

3.5.1.20 Hook ups to existing works

All attachment points for the overhead busbar systems are to be marked and approved by the Engineer.

3.5.2 Completion, testing, commissioning and correction of Defects**3.5.2.1 Work to be done by the Completion Date**

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works except for the work listed below which may be done after the Completion Date but in any case before the dates stated. The *Project Manager* cannot certify Completion until all the work except that listed below has been done and is also free of Defects which would have, in his opinion, prevented the *Employer* from using the *works* and Others from doing their work.

	Item of work	To be completed by
	None	Within days after Completion

3.5.2.2 Use of the *works* before Completion has been certified

The Employer will only take over fully tested and commissioned operational boards. The existing equipment is in operation and any outages during the day between 04h00 and 22h00 cannot be accommodated. A gradual transfer of cables from the existing to the new distribution boards is required.

3.5.2.3 Materials facilities and samples for tests and inspections

The Contractor will provide all materials, facilities and samples for tests and inspections as described in the Works Information and Detail Specification.

3.5.3.4 Commissioning

Detail descriptions for commissioning are included in Annexure A. Commissioning will be done in phases and is to be completed before completion.

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

None

3.5.2.6 Take over procedures

All documentation as required by the Employer and Engineer is to be submitted.

3.5.2.7 Access given by the *Employer* for correction of Defects

All access and outages are to be pre-arranged with ACSA before entering buildings

3.5.2.8 Performance tests after Completion

None

3.5.2.9 Training and technology transfer

The Contractor is to provide hands-on training on the equipment during installation.

3.5.2.10 Operational maintenance after Completion

The contractor is to take oil samples on all the new transformers after 6 months and also after 12 months from switch-on of the transformers.

3.6 Plant and Materials standards and workmanship

Plant and Material standards and workmanship requirements are included in Annexure A and B.

3.6.1 Investigation, survey and Site clearance

The Contractor shall visit the site during the equipment detail design phase to ensure that the equipment will fit within the existing building structures.

3.6.2 Building works

None.

3.6.3 Civil engineering and structural works

Not applicable

3.6.4 Electrical & mechanical engineering works

The specifications are all included in the Annexure A : Detail Technical Specification of this document.

3.7 List of drawings

3.7.1 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.

Note: Some drawings may contain both Works Information and Site Information

Drawing number	Revision	Title
N/A		

3.2 Contractor's Works Information

3.2.1 Work to be performed:

The extent of the works is as follows:

As per overview above the existing UPS batteries as the above substations require urgent replacement due to end-of-life design. These substations are situated at Airfield and are critical for the operations of the runway and airfields ground lighting systems. Due to the nature of the area where these substations are situated, the replacement require effective and efficient planning, excellent & quality workman ship and safe house keeping including always working safely. Also, proper use of tools and lifting equipment is encouraged.

The working environment must be always kept clean. FOD (Foreign Object Debris) is not allowed and contractor to make sure that all debris, loose material, and refuse is contain in a manner that it will not interfere with operations.

Due to the time constraints and short available shutdown periods, the bidders must provide the following:

- New batteries similar by charge to the existing batteries as per above information.
- Batteries must be suitable for the existing UPSs of similar size.
- New battery links must also be provided.
- Off importance is to supply a battery that meets the technical specification on Appendix S below and the 5 key features on the functionality criteria.
- No stands are required; old stands must be re-used.
- Existing cables from the UPS are to be re-used and not replaced.
- Work schedule must be completed.
- Risk register must be completed to highlight all the risks and their mitigation.
- Warranty and Guarantee must be provided for the batteries.

Bidders are encouraged to **supply good quality batteries from reputable battery suppliers** that have been used in the industry with track record and must be able to prove the quality. **Inferior products will be tested to prove if it meets the requirements.**

C4: Site Information

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

The Works are located at OR Tambo International Airport, which is a restricted and access controlled area. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such. The contractor will have to adhere to all airport requirements regarding access control, security, fire, health and safety.

4.1.1 Access limitations

a. General

- The works is within the security area of the Airports Company South Africa (ACSA) and access to the site is governed by the terms and conditions laid down by ACSA Security Officials from time to time. The *Contractor* shall satisfy himself as to these terms and conditions.
- The *Contractor* shall liaise with the ACSA Security Staff in order to obtain access permits for his staff and vehicle, which will be working within the airport. Personnel and vehicles entering and leaving the site are subject to routine searches.
- The *Contractor* will have to obtain a “gate permit” from the *Project/Service Manager*, before materials and equipment can be removed from the site. The “gate permit” gives an itemized list of materials and equipment to be removed from site.
- The *Contractor* shall make his own assessment of, and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works.

b. Permits

- The Contractor shall ensure that he/she is, at all times, familiar with ACSA’s safety and security requirements relating to permits in order prevent work delay as a result thereof.
- This shall include the permit application process.
- The Contractor shall have no claim against ACSA in the event that 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
Tools 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
Airside Projects/Works Permit	For All projects on the Airside	ACSA Airport Operations/Safety
Low /Medium Voltage Permit to Work	For all work on Substation, Distribution Boards and Cables	ACSA Electrical Maintenance

- Proof of having attended the airside induction training course is required for all personal permit applications.
- Persons applying for an AVOP must provide proof of having attended an AVOP course.
- Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.
- No work shall be done without a written permission in the form of a permit/works order, displayed on the wall or in a visible area in the work area.

c. 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.
- Approved radios may be arranged via said department - payment will be for the account of the Contractor.

4.1.2 Ground conditions in areas affected by work in this contract

There are no excavations activities in this project.

4.1.3 Hidden and other services within the *site*

There might be water and sewer pipes crossing under or above the substation. Also there are a lot of other cables going through the substation 5 to other substations and these must be treated as live cables. There are also communication cables connecting the substation with the other substations.

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

The substation is an existing substation with working electrical equipment. Detailed single line drawings and room layout are available on request. The contractor is only required to work in the two substation mentioned on the scope of work.

4.1.5 Safety Management

- The *Contractor* must be registered with the Occupational Health and Safety Commission.
- The *Contractor* submits a Health and Safety Plan to the *Employer* for work to be performed.
- The Health and Safety plan must include a Risk Assessment of the activities with mitigating methods that will be used to prevent accidents.
- The Health and Safety plan must be implemented and monitored to ensure its integrity.

- Details of *Contractor's* appointed Health and Safety Committee members must be included and appointed in writing.
- The *Contractor* in writing must appoint all competent person/