

NEC3 Engineering & Construction Contract

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

and
(Reg No. _____)

FOR MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRASTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT - WESTERN PRECINCT FOR PERIOD OF THREE (3) YEARS.

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

CONTRACT No.

Part C1: Agreements & Contract Data

Contents:		No of pages
C1.1	Form of Offer and Acceptance	[●]
C1.2a	Contract Data provided by the *Employer*	[●]
C1.2b	Contract Data provided by the *Contractor*	[●]
C1.3	Proforma Guarantees	[●]

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED CONTRACT NUMBER _____

MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.

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:

MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.

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.

The offered total of the Prices exclusive of VAT is	**R**
Value Added Tax @ 15% is	**R**
The offered total of the amount due inclusive of VAT is	**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 .....

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED CONTRACT NUMBER _____

MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.

Tenderer's CIDB registration number:

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.

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)*	..... *(Insert name and address of organisation)*
Name & signature of witness	.....	.....

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED CONTRACT NUMBER _____

MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.

Date

C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option	
		A: Priced contract with activity schedule
	dispute resolution Option	**W1: Dispute resolution procedure**
	and secondary Options	
		X7: Delay damages
		X13: Performance Bond
		X18: Limitation of liability
		Z: *Additional conditions of contract*
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The *Employer* 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	**Registered office at OR Tambo International Airport**
10.1	The *Project Manager* is: (Name)	**Victor Mvalo**
	Address	**Airports Company South Africa O R Tambo International Airport ACSA Admin Building 3rd Floor North Wing Offices Kempton Park 1627**

	Tel	**TBC**
	e-mail	victor.mvalo@airports.co.za
10.1	The *Supervisor* is: (Name)	**Victor Mvalo**
	Address	**Airports Company South Africa** **O R Tambo International Airport** **ACSA Admin Building** **3rd Floor North Wing Offices** **Kempton Park** **1627**
	Tel No.	
	e-mail	victor.mvalo@airports.co.za
11.2(13)	The *works* are	**Maintenance of Low and Medium Voltage Infrastructure at OR Tambo International Airport- Western precinct For Period of Three (3) Years.**
11.2(14)	The following matters will be included in the Risk Register	**Project delays – contract signing, material delivery, access to substation**
11.2(15)	The *boundaries of the site* are	**OR Tambo International Airport**
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 *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**1 week**
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 *completion date* for the whole of the *works* is	**A period of 3 years from the Starting Date**

11.2(9)	The *key date*s and the *condition*s to be met are:	***Condition* to be met**		***key date***
		1	**Project Completion**	**3 years from the *Starting Date*.**
30.1	The *access dates* are:	**Part of the Site**		**Date**
		1	**Western precinct**	**24 Hours 7 days a week**
31.1	The *Contractor* is to submit a first programme for acceptance within	**2 weeks of the Contract Date.**		
31.2	The *starting date* is	**Date when ACSA representative signs the contract**		
32.2	The *Contractor* submits revised programmes at intervals no longer than	**2 weeks.**		
35.1	The *Employer* is not willing to take over the *works* before the Completion Date.			
4	**Testing and Defects**			
42.2	The *defects date* is	**52 weeks after Completion of the whole of the *works*.**		
43.2	The *defect correction period* is	**4 weeks**		
47	The Contractor submits a quality plan for acceptance within:	**2 weeks of the Contract Date.**		
5	**Payment**			
50.1	The *assessment interval* is	**between the 20th day of each successive month.**		
51.1	The *currency of this contract* is the	**South African Rand.**		
51.2	The period within which payments are made is	**30 days from date of invoice.**		
6	**Compensation events**			
60.1(13)	The place where weather is to be recorded is: The *weather measurements* to be recorded for each calendar month are,	**OR Tambo International Airport**		

		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:
	The *weather measurements* are supplied by	**National Weather Bureau of SA**
	The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:	**OR Tambo International Airport**
	and which are available from:	**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 *weather data* for each *weather measurement* 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 *Employer*'s risks	**1. Project delays** **2. Unavailability of servitudes drawings** **3. Working on medium voltage apparatus**
81.1	The Contractor's Risk	**Add:** *Definition of Force Majeure -* *The following additional conditions must satisfied:* *(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*

		(2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and *(3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and* *(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* *(5) The Contractor has ensured that the court order is enforced.*
84.1	The *Employer* provides these insurances from the Insurance Table	**See Annexure D to this Contract Data provided by the Employer.**
84.1	The *Employer* provides these additional insurances	**The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the contract ("the insurance Schedule)**
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is	**Whatever the *Contractor* deems necessary in addition to that 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 *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act**
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**	
A	**Priced contract with activity schedule**	**There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.**

11	**Data for Option W1**	
W1.1	The *Adjudicator* is (Name)	**The person selected from the panel of adjudicators listed in Annexure C of this Contract Data, by the party intending to refer a dispute to him.**
	Address	**TBC**
	Tel No.	**TBC**
	Fax No.	**TBC**
	e-mail	**TBC**
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 - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**
12	**Data for secondary Option clauses**	
X7	**Delay damages (but not if Option X5 is also used)**	
X7.1	Delay damages for Completion of the whole of the *works* are	**Amount per day is 0.05% of the contract value, up to the maximum of 10% of the contract value**
X13	**Performance bond**	
X13.1	The amount of the performance bond is	**10% of Contract value excluding VAT.**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to:	**R 0**

X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to:	**Total of the losses incurred and/or repairs to the damages caused**
X18.3	The *Contractor*'s liability for Defects due to his design which are not listed on the Defects Certificate is limited to	**Total of the losses incurred and/or repairs to the damages caused**
X18.4	The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	**The total of the losses incurred and/or repairs to the damages caused other than for the additional excluded matters.** **The *Contractor's* total liability for the additional excluded matters is not limited.** **The additional excluded matters are amounts for which the *Contractor* is liable under this contract for** • **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 *works*, 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 *end of liability date* 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 *Additional conditions of contract* 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 recue proceedings".

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

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;

Confidential

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.

Confidential

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.

	Weather measurement				
Month	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.

Confidential

Annexure B:

Confidential

Annexure C: ACSA Panel of Adjudicators

One of the following adjudicators shall be selected by the referring party as and when a dispute arises.

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 / maneuvering areas; and area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings.

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 warrantees ;

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 phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400
M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

b) Preserve damage and make it available for inspection by a representative of the Insurers.

c) Wherever possible, photographs of damage should be taken.

d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.

j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.

k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

2. Insurance Effected by the Contractor.

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

2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

a) Insurance of Construction Plant and Equipment (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

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

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

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

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

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

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

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

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.1 (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

*.....
.....
.....
.....
.....
.....

***** (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*

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

Clause	Statement	Data
10.1	The *Contractor* is (Name): Address Tel No. Fax No.	
11.2(8)	The *direct fee percentage* is The *subcontracted fee percentage* is	**%** **%**
11.2(18)	The *working areas* are the Site and	
24.1	The *Contractor's* key persons are: **Site Supervisor(Electrical test technician)** 1 Name: Job: Responsibilities: Qualifications: Experience: **ELECTRICAL TECHNICIAN** 2 Name: Job Responsibilities: Qualifications: Experience:	

	SAFETY (Safety officer) 3 Name: Job Responsibilities: Qualifications: Experience:	**CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .**
11.2(3)	The *completion date* for the whole of the *works* is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the *Contractor*'s design is in:	
31.1	The programme identified in the Contract Data is	
A	**Priced contract with activity schedule**	
11.2(20) 11.2(30)	The *activity schedule* is in The tendered total of the Prices is	**(in figures)** **(in words), excluding VAT**
	Data for Schedules of Cost Components	
A	**Priced contract with activity schedule**	**Data for the Shorter Schedule of Cost Components**
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**	
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:			
	If Option C, D or E is used	**Data for Schedule of Cost Components**		
23 in SCC	The listed items of Equipment purchased for work on this contract, with an on cost charge, are:	**Equipment**	**Time related charge**	**Per (time period)**
24 in SCC	The rates of special Equipment are:	**Equipment**	**Size or capacity**	**Rate**

44 in SCC	The percentage for Working Areas overheads is:	: **%**	
51 in SCC	The hourly rates for Defined Cost of manufacture or fabrication 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**
52 in SCC	The percentage for manufacture and fabrication overheads is	**%**	
	If Option C, D, or E is used	**Data for both schedules of cost components**	
61 in SCC & 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**
62 in SCC & SSCC	The percentage for design overheads is	**%**	
63 in SCC & SSCC	The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are:		
	If Option C, D or E is used	**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	**%**	

22 in SSCC	The rates of other Equipment are:	**Equipment**	**Size or capacity**	**Rate**

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	
C2.2	The *activity schedule*	

C2.1 Pricing assumptions: Option A

1. The *conditions of contract*

1.1. How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.
		(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.
		(27) The Price for Work Done to Date is the total of the Prices for • each group of completed activities and • each completed activity which is not in a group. A completed activity is one which is without Defects which would either delay or be covered by immediately following work.
		(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

Option A is a lump sum form of contract where the work is broken down into activities, each of which is priced by the tendering contractor as a lump sum. Only completed activities are assessed for payment at each assessment date; no part payment is made if the activity is not completed by the assessment date.

1.2. Function of the Activity Schedule

Clause 54.1 in Option A states: “Information in the Activity Schedule 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 Activity Schedule 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 Activity Schedule. The Activity Schedule is only a pricing document.

1.3. Link to the programme

Clause 31.4 states that “The *Contractor* provides information which shows how each activity on the Activity Schedule relates to the operations on each programme which he submits for acceptance”. Hence when compiling the *activity schedule*, the tendering contractor needs to show each activity on the programme he submits with his tender.

1.4. Preparing the *activity schedule*

The tendering contractor prepares the *activity schedule* and should study the ECC3 Guidance Notes pages 19 and 20 before doing so. The *Employer* may have instructed the tendering contractor to include

particular activities which he has specified and requires the *Contractor* to identify them in his *activity schedule*.

1 Generally it is the Contractor who prepares the Activity Schedule as part of his tender by breaking down the work described within the Works Information into suitable activities which can be well defined, priced as a lump sum and shown on the programme. The Employer, in his Conditions of Tender or in a Tender Schedule, may have listed some items that he requires the Contractor to include in his activity schedule and be priced accordingly.

2 The Prices are defined in clause 11.2(20) as the lump sum for each activity in the activity schedule and the Price for Work Done to Date (PWDD) (the amount due to the contractor) is defined in clause 11.2(24) as the total of the Prices for each activity that has been completed. Hence activities in the activity schedule should be structured so as to provide an acceptable monthly cash flow as they are only assessed for payment on the assessment date if they have been completed.

3 As the Contractor has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to an Employer's risk, the lump sum Prices must also include for the correction of Defects.

4 If the Contractor has decided not to identify a particular activity, the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices in order to fulfil the obligation to complete the works for the tendered total of the Prices.

5 There is no adjustment to the lump sum activity schedule price if the amount, or quantity, of work within that activity later turns out to be different to that which the contractor estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

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

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

•

An activity schedule could have the following format:

Item No.	**Programme Reference**	**Activity description**	**Price**

C2.2 the *activity schedule*

1. ACTIVITY SCHEDULE
C 2.2.1 Schedule for Bill of Quantities and Rates
A. BOQ No. 1 Preliminary and General (Fixed)

Part 1- Activity Schedule					
Item no.	**Activity Description**	**Frequency**	**Quantity (per year)**	**Amount (per single item)**	**Total (per year)**
1.	Contract Management and administration (including required reporting such as reports, inventory management reports etc.).	Yearly	3	R	R
2.	Insurance (All ACSA required insurance)	Yearly	3	R	R
3.	Tools, equipment and consumable	Once off	1	R	R
4.	Airports permits & parking fees (Note: Resources must be up to 5 personnel and 1 vehicle)	Once off	1	R	R
8.	Safety file	Once off	1	R	R
9.	Technician x 1	Yearly	1	R	R
10.	Electricians x 2	Yearly	1	R	R
11.	Tradesman aid x 2	Yearly	1	R	R
12.	Safety officer x 1	Yearly	1	R	R
	Sub-Total A (per year)				**R**

By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.). Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above. A Parking access card will be applied for and issued in order to facilitate access through the entrance and exit booms. This card is payable in cash at the start of each calendar month – at the Parking Office. This card shall only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for personal use shall be penalised at R500.00 per occurrence. It is important to note that not all amounts above are payable in any one month. Since this is an activity schedule only the activities performed and completed shall be claimed for at invoice date and paid for accordingly.
Vehicles permit to airside: vehicles are not supposed to be older than 5 years.

Part 2- Activity Schedule: WESTERN PRECINCT SWITCHBOARDS: PREVENTIVE MAINTENANCE					
Item no.	**Activity Description**	**OUM**	**Quantity (per year)**	**Amount (per single item)**	**Total (per year)**
1.	Incomer 1 2500A (ACB Breakers)	EA	1	R	R
2.	Incomer 2 2500A (ACB Breakers)	EA	1	R	R
3.	Gen set 1 2500A (ACB Breakers)	EA	7	R	R
4.	Bus-coupler 2500A	EA	1	R	R

	(ACB Breakers)				
5.	Gen set 2 2500A (ACB Breakers)	EA	1	R	R
6.	UPS A 800A (ACB Breakers)	EA	1	R	R
7.	UPS B (ACB Breakers)	EA	1	R	R
8.	HVAC 800A (ACB Breakers)	EA	1	R	R
9.	RMU	EA	1	R	R
10.	Transformers 1	EA	1	R	R
11.	Transformer 2	EA	1	R	R
12.	Sub distribution boards	Sum	12	R	R
	Sub-Total B (per year)				**R**

Labour Rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates

	Labour (day/night rate)			
Item	**Description**	**Weekdays**	**Saturdays**	**Sundays/Holiday**
		(R/hour)	**(R/hour)**	**(R/hour)**
1.	Technician/ Site Manager	R	R	R
2.	Electrician	R	R	R
3.	Tradesman aid	R	R	R
4.	Safety officer	R	R	R

All rates to exclude vat. Subject to agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Non-scheduled parts (mark-up in percentage)

Mark-up (third party procured items/services)	
Cost[b]	**Mark-up in %**
R 0 – R 2 000	
R2001-R10 000	
R 10 001-R50 0000	
Over R 50 000	

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Part 3: After-hours callouts			
Resource	**Qty/Year**	**Rate/Hour**	**Annual Amount**

Callout including first hour on site and travelling fee	100	R	R
Sub-Total C (per year)			R

SUMMARY OF CONTRACT VALUE

LOW VOLTAGE EQUIPMENT ANNUAL MAINTENANCE VALUE	
Description	**Total (excluding VAT)**
Preventative maintenance: (Sub- total A-C)	R
Callouts: Sub- total C	R
Provisional sum	R 600 000.00
Year 1 Contract Value Excl. VAT (Sub- Total A-C)	R

LOW VOLTAGE EQUIPMENT FOR 36 MONTHS MAINTENANCE CONTRACT VALUE	
Description	**Total (excluding VAT)**
Year 1	R
Year 2 = Year 1 + 4.5 CPI	R
Year 3 = Year 2 + 4.5 CPI	R
Total Contract Value Excl. VAT (3 Years)	R
Total Contract Value Incl. VAT (3 Years)	R

AIRPORTS COMPANY
SOUTH AFRICA

PART 3: SCOPE OF WORK

MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.

Document reference	Title	No of pages
	This cover page	1
C3.1	*Contractors* Scope	9
	Total number of pages	10

Confidential

. **MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.**

1. SCOPE

(LOW AND MEDIUM VOLTAGE)

The scope of work covers onsite Maintenance and Repairs to Low and Medium Voltage Electrical Infrastructure: Switchgears, Transformers, Ring Main Units, Mini-Substations, Cables.

2. GENERAL

The successful Contractor shall;

2.1 Ensure their maintenance personnel have been trained to complete the relevant tasks which they are required to fulfil their job functions.

2.2 Ensure maintenance, testing and repairs of equipment is done after consultation with the Maintenance & Engineering (Electrical Maintenance Department). Work required in medium voltage areas shall be authorized by the Manager: Electrical Maintenance/ Maintenance Manager or designated Maintenance Engineering personnel**.**

2.3 Provide sufficient resources to perform day activities and night activities to mitigate risk of fatigue.

2.4 Comply with ACSA safety and security requirements.

2.5 Have its own medium voltage testing equipment. The testing equipment must be adequate to undertake maintenance activities on the OR Tambo International Airport (ORTIA) low and medium voltage network.

2.6 Ensure that all instruments used have up to date test and calibration certificates. The contractor shall supply ACSA on an annual basis with calibration certificates and the certificates shall be readily available during audits.

3. OBJECTIVES

The objective of the scope is to:

3.1 Preform Maintenance and Repairs to low and medium voltage electrical infrastructure according to Original Equipment Manufacturer (OEM) recommendations.

3.2 Ensure that the infrastructure is effectively maintained in accordance with applicable policies, regulations, and standards.

3.3 Adhere to all necessary measures contained on “D060 023M Maintenance of Aerodrome Electrical Systems Procedure” for mitigation of risk to airport operations, prevention of damage to equipment and/or harm to personnel and/or environment.

Confidential

Confidential

. **MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.**

Confidential

Confidential

. **MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.**

4. MANDATORY PROCEDURES, STANDARDS AND REGULATIONS

The following technical standards shall be considered when carrying out maintenance on electrical systems:

4.1 SANS 60076 (Part 1-12): Power Transformers.

4.2 SANS 10142-2 The wiring of premises Part 2: Medium-voltage installations.

4.3 NRS 040-3 Network Operating Part 3: High Voltage Operating Regulations.

4.4 OHS Act No.85 of the Republic of South Africa of 1993 and its Regulations.

4.5 Occupational Health & Safety Act, No.85 of 1993.

4.6 SACAA Civil Aviation Regulation (CAR) Part 139.

4.7 SACAA Civil Aviation Regulation (CAR) Part 140.

4.8 SACAA Civil Aviation Technical Standards (CATS) Part 139.

4.9 SANS 290 - Mineral Insulating Oils – Management of Polychlorinated Biphenyls (PCB's).

4.10 SANS 555 - Mineral insulating oils for transformers and switchgear

4.11 SANS 1874:2015 Switchgear - Metal-enclosed ring main units for rated a.c. voltages above 1 kV and up to and including 36 kV.

4.12 SANS 1885 for AC metal enclosed switchgear and control gear for rated voltages above 1kV and up to and including 36kV.

4.13 D060 013M Operating, Access Control and Supervision Procedure on 11kV Network

4.14 D060 018M Maintenance of 11kV SF6 Vacuum and Oil Circuit breakers.

4.15 D060 019M Power Outage Management Procedure.

4.16 D060 020M Asset Modification Procedure.

4.17 D060 023M Maintenance of Aerodrome Electrical Systems Procedure.

Confidential

5. MEDIUM VOLTAGE ELECTRICAL SYSTEM

The Contractors' scope of works shall include, but not limited to maintenance and repairs to:

5.1 MV Board Housing Panel including accessories i.e. Status Indication Lighting, remote switching terminals etc.
5.2 Medium Voltage Switchgear (Vacuum or SF6 Gas Type)
5.3 Current and Voltage Transformers
5.4 Protection Equipment: (Relays, Transducers, Communication Devices etc.)
5.5 All Cabling, Termination Accessories, pilot wires etc.
5.6 Bus-Bar Conductors
5.7 Power Factor Correction Equipment
5.8 Infrared Scanning
5.9 Power Transformers
5.10 Dry Ice Cleaning
5.11 Ring Main Units
5.12 Mini-Substations

6. TASKS FOR MAINTENANCE OF MEDIUM VOLTAGE EQUIPMENT

6.1 It shall be noted that after every Electrical Fault Incident, the equipment needs to be tested for integrity before it is re-commissioned. Test results shall be provided to ACSA before the repaired equipment is re-energised.
6.2 Maintenance reports shall be provided for all completed work; payments will be processed/ approved once the maintenance report has been submitted to ACSA.

Confidential

Activity	Task Description	Frequency
Inspection and servicing	**1. MV Board Housing Panel** 1.1 Check the integrity of panel structure 1.2 Clean panel 1.3 Cabling and Termination Accessories 1.4 Visual inspection 1.5 Status Indication Lighting 1.6 Locking mechanism, bolts and nuts. 1.7 Inspect panel meters for correct operation, i.e. voltmeter, ammeter etc.	Yearly (Y)
Inspection and servicing	**2. Circuit Breakers (Vacuum or SF6 Gas Type)** 2.1 Functional Testing 2.2 Continuity Test 2.3 Contact Resistance Test 2.4 Circuit Breaker Speed Test 2.5 Oil replacement or oil regeneration 2.6 Check for alignment, re-grease 2.7 Check for tolerances and vibration	Yearly (Y)
Inspection and servicing	**3. Current and Voltage Transformers:** 3.1 Visual inspection 3.2 Check alignment (VT's) 3.3 Check VT fuses 3.4 Test CT knee point voltage 3.5 Test for the CT saturation curve 3.6 Polarity check 3.7 Ratio check	Yearly (Y)
Inspection and servicing	**4. Protection Equipment: (Relays, Transducers, Communication Devices etc.)** 4.1 Calibration and Testing 4.2 Ensure that the protection settings are according to design. 4.3 In the absence of design settings, the contractor needs to conduct the necessary work to determine the correct settings. 4.4 Indication Lighting 4.5 Visual inspection 4.6 Test for functionality 4.7 Test operation of protection relay by injecting current until it operates at the correct value. 4.8 Ensure correct tripping sequence. 4.9 The sensitivity and stability of the system shall be tested.	Yearly (Y)
Inspection and servicing	**5. MV Cabling/ Cable repairs** 5.1 Cable fault locating 5.2 Cable identification 5.3 Cable spiking 5.4 Cable repairs i.e. Termination/ Joint 5.5 Pressure Test 5.6 Cable phasing	Ad hoc (A)

MAINTENANCE OF LOW AND MEDIUM VOLTAGE INFRUSTRUCTURE AT OR TAMBO INTERNATIONAL AIRPORT- WESTERN PRECINCT FOR A PERIOD OF THREE (3) YEARS.

Inspection and servicing	**6. Bus-Bar Conductors** 6.1 Dry ice cleaning 6.2 Torquing	Ad hoc (A)
Inspection and servicing	**7. Power Factor Correction Equipment** 7.1 Circuit Breakers (refer to section 2) 7.2 Protection Equipment (refer to section 4) 7.3 Inspecting earth wire for corrosion 7.4 Clean the dust filters and clean dust off the equipment in the unit 7.5 Test and compare the PFC Unit for any "drift" and calibrate as required 7.6 Test and compare the KVar Output to designed specification KVar Output 7.7 Maintenance as per OEM recommendations	Yearly (Y)
Inspection and servicing	**8. Infrared Scanning** 8.1 Cable terminations 8.2 Transformers 8.3 Busbars	Yearly (Y)
Inspection and servicing	**9. Dry Ice Cleaning** 9.1 Switchgear 9.2 Busbars	Ad hoc (A)
Inspection and servicing	**10. Power Transformers** 10.1 Oil Sampling 10.2 Check oil according to the SANS 555 10.3 Transformer oil tests and analysis; (If PCB's are present remove and replace the oil immediately); and the PCB contaminated oil shall be safely disposed of: SANS 290 provides guidelines for the management of PCB in mineral insulating oils., 10.4 Inspection for oil leaks, 10.5 inspect the silica gel and ensure it is compliant 10.6 Inspection of tap changer locked (If unlocked do not move the tap changer dial but arrange for a shutdown and ensure the tap is in the right position and lock it) N.B. Never move the Tap Changer while the transformer is on/live! 10.7 Check the temperature gauge and record the temperature 10.8 Functionality test of protection warning and/or trip signal 10.9 Inspection of high voltage cable insulation 10.10 Inspection of earthing and its resistance	Yearly (Y)
Inspection and servicing	**11. Ring Main Units** 11.1 Maintenance as per OEM recommendations 11.2 Oil Sampling 11.3 Check oil according to the SANS 555 11.4 Transformer oil tests and analysis; (If PCB's are present remove and replace the oil immediately); and the PCB contaminated oil shall be safely disposed of: SANS 290 provide guidelines for the management of PCB in mineral insulating oils. 11.5 Inspection of oil leaks. 11.6 inspect the silica gel and ensure it is compliant 11.7 Functional test. 11.8 Clean the internal mechanism, contacts etc. 11.9 Lightly lubricate the operating mechanism.	Yearly (Y)

	11.10 Check the condition of LV and MV compartment doors	
Inspection and servicing	**12. Mini-Substations** 12.1 Maintenance as per OEM recommendations 12.2 Oil Sampling 12.3 Check oil according to the SANS 555 12.4 Transformer oil tests and analysis; (If PCB's are present remove and replace the oil immediately); and the PCB contaminated oil shall be safely disposed of: SANS 290 provides guidelines for the management of PCB in mineral insulating oils., 12.5 Inspection for oil leaks, 12.6 inspect the silica gel and ensure it is compliant 12.7 Functional test. 12.8 Clean the internal mechanism, contacts etc. 12.9 Lightly lubricate the operating mechanism. 12.10 Check the condition of LV and MV compartment doors	Yearly (Y)

Additional LV Maintenance activities:

Asset	Activity	Frequency
Electrical Panels-LV switchgears-400V	**Visual Inspection:** • Inspect panel for missing labels • Inspect panel meters for correct operation Inspect protection relays for fault flags • Inspect earth wire for corrosion • Verify all labels for correct identification • Inspect panel for signs of rust or damage • Inspect labels for looseness **Maintenance** • Clean bus bars • Conduct thermographic inspection of bus bar • Test operation of protection circuits • Ensure that the protection circuit trip settings are correct • Inspect (Visually) check breaker frame • Inspect Visually) Fixed contacts • Visually inspect Arc – chutes • Visually Inspect Escutcheon • Visually Inspect Moving contacts • Inspect Front cover • Interphase barriers • Inspect visually Insulation blocks • Interphase barriers • Inspect visually Insulation blocks • Visually Inspect Escutcheon	Yearly

7. LOCK-OUTS AND CAUTIONS

7.1 An Approved Contractor shall ensure that a lock-out procedure is incorporated into their submitted Safety Plan. Where a lock-out is conducted by Maintenance Engineering personnel, the Line Manager shall ensure that documented lock-out SOP is in place

7.2 Where applicable, lockouts shall be used to ensure that it is safe for maintenance to be done and that it is not possible for it to be inadvertently switched on.

7.3 Follow all safety instructions and Lock-out procedures before commencing work. Only personnel authorised shall perform the maintenance.

7.4 No live substations, panels, cubicles, or any other electrical equipment shall be left unguarded, unprotected, uncovered, unlocked or open for any period without authorised supervision.

8. QUALITY MANAGEMENT

8.1 ACSA reserves the right to perform quality audits or participate as an observer in Supplier/Contractor audits to verify compliance with the Contractual requirements. The Supplier/Contractor shall within a time frame as agreed upon, correct any adverse audit finding advised by ACSA.

8.2 Electrical Maintenance Manager and Maintenance Engineer personnel will ensure that audits are completed using the **Contractor Compliance and Quality Assurance Audit – ME 031.**

9. TRANSPORT

9.1 Transport to and from site of any personnel employed by the contractor, shall be his own responsibility and his own account. The vehicle must be fully branded and comply with ACSA requirements to obtain permits or access to work at the Airfield.

10. COMPANY EXPERIENCE

10.1 Previous experience on maintenance, test, commissioning and repairs of medium voltage electrical infrastructure (11kV upwards) by a contractor. References to provide letter of reference, to be traceable and contactable to allow verification of track record provided. A minimum of 4 references to substantiate experience indicated (Client name and contact details, project description, duration, and contract value).

11. HUMAN RESOURCES AND TESTING EQUIPMENT

11.1 The contractor is responsible for providing adequate and necessary resources to meet and complete the requirements of this scope, i.e. skilled, general worker employees and machinery/ tools.

11.2 The contractor must submit proof of utility vehicles, testing calibrated and compliant medium voltage testing equipment owned (You are required to submit your organisations asset register)

11.3 Contractors are required to submit comprehensive CVs for their key people as requested below.

11.4 Key Personnel must be fully employed by the said contractor, which means that at any given time during the contract, the right resources, either human or equipment/ tools, are available whenever they are required to perform maintenance or repairs.

a) Project Manager

- Must have a National Diploma or B.Tech. or BSC in electrical **OR**
- Must have a National Diploma or B.Tech. or Post graduate diploma in Project Management.
- Must have a minimum of 3 years' experience in engineering projects.

b) Engineering Technician: Electrical

- Must have a National Diploma in Electrical Engineering.
- Must have a minimum of 5 years' experience in maintenance, repairs, test and commissioning of medium voltage electrical infrastructure (11kV upwards).
- **NB:** Due to working hours, a minimum of 2 technicians is required.

c) Artisan: Electrical

- Must have a trade test certificate.
- Must have a minimum of 5 years' experience on maintenance, repairs, test and commissioning of medium voltage electrical infrastructure (11kV upwards).
- **NB:** Due to working hours, a minimum of 3 artisans is required.

d) Equipment/ tools

- All tools and equipment necessary for the completion of the repairs, installations, testing shall be provided by the contractor.

12. METHOD STATEMENT

12.1 The contractor must identify and list critical activities and sufficiently demonstrate the methodology that will be used to cover the scope of the project maintenance activity.

12.2 The methodology must be in a sequence and specifically tailored to address the specific project objectives.

12.3 The method statement must clearly describe activities that will be subcontracted or require external resources.

12.4 A method statement will be required for all critical repairs.

13. SCHEDULE

13.1 The contractor must generate a schedule and demonstrate all identified activities on the project plan from start to completion i.e. procurement of material, delivery of material, installation, testing and commissioning.

14. RISK ASSESSMENT

14.1 The contractor must generate a comprehensive risk assessment by identifying risks and providing risk mitigation plans.

14.2 The risk assessment must be based on the scope of work and work environment.

15. COMMUNICATION

15.1 To maintain effective communication, the contractor and ACSA will communicate through meetings i.e. Kick-off Meeting, Progress Meeting, Risk Reduction Meeting and Emails. Minutes will be compiled for each meeting and attendance records will be kept.

15.2 All instructions must be in writing; verbal instruction is not official and cannot be implemented until it is in writing.

16. SITE INFORMATION

16.1 The sites are based at OR Tambo international Airport western precinct and remote areas.

16.2 Contractors require mandatory permits for both the employee and vehicle (Contractors must comply with permit requirements).

16.3 Some cables are submerged in the trenches filled with storm water, sewer water, etc. and contractors may be required to make provision for pumping water out before performing repairs.

16.4 Some tunnels are too long and maybe having a shortage of oxygen, to work safely the contractor will be required to make provision for gas detectors and portable oxygen cylinder kit.

17. WORKING HOURS BREAKDOWN RESPONSE TIME

17.1 The airport operates 24 hours a day, 7 days a week, 365(6) days a year and the successful contractor is expected to be able to respond to breakdowns and ACSA requirements throughout the year.

17.2 Response must be within 1,5 hours from when the fault/ breakdown is reported. A record will be kept in the control logbook.