



AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between Airports Company South Africa SOC LIMITED
Applicable at Cape Town International Airport
(Reg No. 1993/0041449/30)

and

for Supply, Deliver, Install and Commission Uninterruptible Power
Supply Units for a Period of 1 year

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

PROVIDE SERVICE FORQUARTELY MAINTNEANCE OF AGL SYSTEMS, ADHOC REPAIRS INCLUDING AGL SPARES FOR A PERIOD OF TWELVE (12) MONTHS AT CTIA.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

Acceptance

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

The terms of the Contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Date

(Insert name and address of organisation)

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

Schedule of Deviations

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

.....

.....

.....

.....

Date

.....

.....

C1.2 Contract Data**Data provided by the *Employer***

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is :	Airports Company South Africa SOC Limited (reg no: 1993/004149/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Private Bag X9002 ACSA Southern Office Block Cape Town International Airport 7525
	Tel No.	021 937 1200
	Fax No.	N/A
	E-mail address	Fulu.Rathogwa@airports.co.za
11.2(11)	The <i>works</i> are	PROVIDE SERVICE FOR QUARTELY MAINTENANCE OF AGL SYSTEMS, ADHOC REPAIRS INCLUDING AGL SPARES FOR A PERIOD OF TWELVE (12) MONTHS AT CTIA.
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Cape Town International Airport
30.1	The <i>starting date</i> is.	Date contract signed
11.2(2)	The <i>completion date</i> is.	12 months or when funds are depleted, whichever comes first.
13.2	The <i>period for reply</i> is	3 working days
40	The <i>defects date</i> is	12 months after Completion
41.3	The <i>defect correction period</i> is	6 days
50.1	The <i>assessment day</i> is the	25th of each month.
50.5	The <i>delay damages</i> are	R3000 per day
50.6	The retention is	0%
51.2	The interest rate on late payment is	0%
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	R0

82.1	The <i>Employer</i> provides this insurance	R0
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R0 (Zero Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator.
	Address	Johannesburg, South Africa.
	Tel No.	
	Fax No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council..
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town or Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee
	- if the arbitration procedure does not state who selects an arbitrator, is	of the Association of Arbitrators (Southern Africa) or its successor body.
The <i>conditions of contract</i> are the NEC3 Engineering and Construction Short Contract (June 2005)¹ and the following additional conditions:		

¹ Can be obtained from either Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009 (see www.ecs.co.za) or SAICE.

Z	The <i>Additional conditions of contract</i> are
	Additional Z Clauses
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*

Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

Z12.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 ***Liens and Encumbrances***

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

Z14 ***Intellectual Property***

Z14.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.

Z14.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

Z14.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP

Z14.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:

Z14.5.1 the *Contractor's* design, manufacture, construction or execution of the Works

Z14.5.2 the use of the *Contractor's* Equipment, or

Z14.5.3 the proper use of the Works.

Z14.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

Z15.2 **Appointment of the Arbitrator**

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

Panel of Arbitrators

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

Z18 **Communication**

Z18.1 The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 **Delegation**

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

Z19.1 As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

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

10.1 The Contractor is (Name):

Address

Tel No.

Fax No.

E-mail address

63.2 The percentage for overheads and profit added to the Defined Cost for people is

63.2 The percentage for overheads and profit added to other Defined Cost is

11.2(9) The Price List is in **the document called 'Price List' in Part 2 of this contract.**

11.2(10) The offered total of the Prices is
[Enter the total of the Prices from the Price List]:

C2 Pricing Data

C2.1 Pricing assumptions

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

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

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

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

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

Variations in the scope and extent of the work shall be allowed to meet the Service Manager's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.

All provisional sums and contingency amounts shall be expended as directed by the Service Manager and any balance remaining shall be deducted from the amount of the contract sum.

All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Service Manager.

The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

C2.2 Price List

Item/ Service Description	Unit of Measure	Unit Price	Quantity	Total Price
<p>Quarterly and six-monthly Maintenance - requirements on the AGL - refer to Annexure A and B for equipment specifications and related service activities. All the consumables needed to perform the semi-annual activities should form part of this line item. Refer to Annexures A & B</p>	Each		1	
<p>Labour pricing to be submitted separate from equipment or parts necessary to do the actual service</p> <ul style="list-style-type: none"> • Resource – _____ (labour hourly rate: <ul style="list-style-type: none"> ○ R _____ (Normal time) ○ R _____ (Over time) • Resource – assistant labour hourly rate: - if required <ul style="list-style-type: none"> ○ R _____ (Normal time) ○ R _____ (Over time) 	Hours Hours			
<p>Call outs and repairs</p> <p>This line item makes provision for repairs and spares travel and accommodation, using the following information which is mandatory for completion by the bidder. The rates should be market related and only actuals will be invoiced for.</p> <ul style="list-style-type: none"> • Resource –Tradesman <ul style="list-style-type: none"> ○ R _____ (Normal time) ○ R _____ (Over time) • Resource –assistant labour hourly rate: - if required <ul style="list-style-type: none"> ○ R _____ (Normal time) ○ R _____ (Over time) • Response time – The response time is 24hours after the call have been logged. 	Each Hours Hours		1	
<p>Spares</p> <ul style="list-style-type: none"> • This line item makes provision for spares. The bidder must complete the mandatory BOQ list as attached in Annexure E. • The % mark-up on 3rd party spares: <ul style="list-style-type: none"> ○ _____% • 3rd party Spares: <ul style="list-style-type: none"> ○ Submit a quotation for ACSA's approval prior to the procurement of spares. ○ Original invoice of spares procured must be submitted together with the bidders' invoice. <p>Note: Provision for a total monetary value of is made – which will be claimed for – using the information in Annexure E.</p>	Each		1	
<p>Safety File</p> <ul style="list-style-type: none"> • Safety file requirements are available in Annexure C. • All the requirements are to be adhere to before the ACSA safety department will issue a work permit, no work will be permitted without a work permit. 	Each		1	

o				
Detailed Professional Service Report (printed & Soft copy e-mailed) must be submitted with every service and have the following, but is not limited, to the following items: <ul style="list-style-type: none"> • Meticulously describe the activities which was performed. • Record all measurements and Checks and values • List of Adjustments • List of replacements • Report on times of work and resources • Report on hurdles experienced during the works • Report on incidents and accidents whilst on ACSA premises • Pictures that detail before and after conditions of repairs • Pictures that detail specifications of equipment (components) • Pictures that detail special configurations of installation / operation • Recommendations of scope of work which is not covered by this specific mandate (PO), but is required to improve the structures and its operation • Drawings • Etcetera 	Each		1	

LABOUR RATES: (to be filled in)

Item	Description	Normal hours (R/hour)	After hours (R/hour) Std O/T
1	Technician	R	R
2	Supervisor	R	R
3	Electrician	R	R

C3: Scope of Work

C3.1 Works Information

The contractor will be responsible for the provide service for quarterly maintenance of AGL systems, adhoc maintenance and supply of the AGL spares for a period of 12 months at Cape Town International Airport.

The appointed service provider will be fully responsible for meeting all requirements regarding the Works. For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations.

1. Description of the works

The contractor is to provide service for quarterly maintenance of AGL systems, adhoc maintenance and supply of the AGL spares for a period of 12 months at Cape Town International Airport.

1. Detailed scope of Works
<p>The objective is to maintain the serviceability of the Airfield Ground Lighting (AGL) Infrastructure at CTIA in a sustainable manner while ensuring compliance to SACAA CATS139 and CAT2 ICAO Annex 14 Volume 1 Edition 6 and as amended.</p> <p>The contractor will maintain all the AGL Light Fittings, Control systems, Supply the AGL spares, inclusive of all electronics, fibre cables, calibration of PAPI and constant current regulators.</p> <p>The scope of work is divided into ad-hoc maintenance, call outs and supply of the AGL spares. The contractor shall provide labour rates for ad-hoc related work and there shall be fixed monthly costs for the scheduled work.</p> <p>All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this contract and the execution thereof. All works shall further comply to ICAO Annex 14 requirements and SACAA CATS 139.</p> <p>All works and spares shall be carried out in accordance with prevailing industry norms and best practices and will always comply with OEM requirements.</p>

The Contractor will be expected to attend meetings relating to project, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor shall not submit claims for payment for staff attending any of these meetings. There will be minutes kept for this meeting for record purposes.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Monthly on last Thursday of every month at 14H00	SOB ACSA Admin offices	Employer and Contractor.
Overall contract progress and feedback	Monthly on last Thursday of every month at 14H00	SOB ACSA Admin offices	Employer and Contractor

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service 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.

4.2 Use of standard forms

All NEC standard forms documents are applicable

4.3 Invoicing and payment

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

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

Within 7 days after work completion, the Service Provider shall deliver original invoices to the Company in respect of the Services. The invoice must contain the following minimum information and/or be substantiated by the following documentation:

- amount due in respect of VAT.
- the Service Provider's VAT registration number.
- such additional information and/or documentation as the Company may reasonably require from time to time.

Payment will take place within 30 (Thirty) Business Days after receipt by the Company of a duly prepared original invoice.

All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in (Contract Data) hereto.

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

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

The Contractor shall address the tax invoice to

Employee Name: _____

and include on each invoice the following information:

Name and address of the Contractor and the Service Manager;

The contract number and title;

Contractor's VAT registration number;

The Employer's VAT registration number 4930138393;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

Electronic payments

The Contractor should arrange with ACSA's finance department for making all payments electronically

The *Contractor* attaches the detail assessment of the amount due to each tax invoice showing the Price for Work Done to Date for each item in the Price List for work which he has completed.

4.4 Records of Defined Cost

Daily records

The Contractor shall keep accurate daily records of staff attendance, project work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

The Contractor shall keep in a safe place every statutory certification record book detailing inspection and test, commissioning, examination, and any related incidents.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. Testing and commissioning
2. project plan for the next month
3. Battery disposal certificate
4. Assets register up to date including equipment data
5. CoC certificate

The Contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

All monthly record sheets, job cards, history reports etc will remain as ACSA property and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these monthly record sheets to ACSA Service Manager not later than the 7th day of every month. **Failure to submit the monthly record sheets will result to any monies due to the contractor being held and low service damages initiated. Reoccurrence of this nature may lead to an immediate cancellation of the contract.**

Format of communications

All documents will all be in a format as agreed with the Service Manager.

C4: Site Information

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

1. Access limitations

The contractor access is limited to areas as prescribed by the employer.

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

Not Applicable

3. Hidden and other services within the *site*

Not Applicable

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

The contractor is to conduct works in Electrical Substations, LV rooms, and on the runway and taxiways etc.