



NEC3 Engineering & Construction Contract

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

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

for

Contents:	No of pages
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CONTRACT No.

Part C1: Agreements & Contract Data

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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SUPPLY, INSTALLATION, AND COMMISSIONING OF A 750 KVA GENERATOR AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF SIX MONTHS

C1.1 Form of Offer & Acceptance

Offer

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

SUPPLY, INSTALLATION, AND COMMISSIONING OF A 750 KVA GENERATOR AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF SIX MONTHS

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

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

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

Tenderer's CIDB registration number:

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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

Date

witness

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

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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

Date

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C1.2 ECC3 Contract Data

Part one - Data provided by the *Employer*

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p>A: Priced contract with activity schedule</p> <p>W1: Dispute resolution procedure</p> <p>X7: Delay damages</p> <p>X13: Performance Bond</p> <p>X18: Limitation of liability</p> <p>Z: Additional conditions of contract</p>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited (reg. no: 1993/004149/06), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at OR Tambo International Airport
10.1	The <i>Project Manager</i> is: (Name)	Yanga Ralarala
	Address	Airports Company South Africa O R Tambo International Airport ACSA Admin Building 3rd Floor North Wing Offices Kempton Park 1627

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Tel

Fax

e-mail

10.1	The <i>Supervisor</i> is: (Name)	Yanga Ralarala
	Address	Airports Company South Africa O R Tambo International Airport ACSA Admin Building 3rd Floor North Wing Offices Kempton Park 1627
	Tel No.	
	Fax No.	
	e-mail	
11.2(13)	The <i>works</i> are	Supply, Installation, and Commissioning of a 750 KVA generator at O.R. Tambo International Airport for a period of six months
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 <i>boundaries of the site</i> 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 <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 week
2	The <i>Contractor's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Contractor</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	

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



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The *weather measurements* to be recorded for each calendar month are,

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:
 and which are available from:

**OR Tambo International Airport
 the South African Weather Bureau and included in Annexure A to this Contract Data provided by the Employer**

60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	As stated in Annexure A to this Contract Data provided by the Employer.
7	Title	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> 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



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		<p>(2) <i>The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and</i></p> <p>(3) <i>The Contractor has reported all threats and unlawful conduct to the South African Police Service; and</i></p> <p>(4) <i>The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and</i></p> <p>(5) <i>The Contractor has ensured that the court order is enforced.</i></p>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	See Annexure D to this Contract Data provided by the Employer.
84.1	The <i>Employer</i> 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 <i>works</i> , Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Total of the losses incurred and/or repairs to the damages caused.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	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
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.

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11 Data for Option W1		
W1.1	The <i>Adjudicator</i> 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
	e-mail	TBC
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Johannesburg Society of Advocates, or his successor or his nominee.
W1.4(2)	The <i>tribunal</i> is:	Arbitration.
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	In the city where the Site is located, within South Africa.
	The person or organisation who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	
12 Data for secondary Option clauses		
X7	Delay damages (but not if Option X5 is also used)	
X7.1	Delay damages for Completion of the whole of the <i>works</i> 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 <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	R 0

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X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	Total of the losses incurred and/or repairs to the damages caused
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p>The total of the losses incurred and/or repairs to the damages caused other than for the additional excluded matters.</p> <p>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</p> <p>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</p> <ul style="list-style-type: none"> • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person; • damage to third party property; and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.
Z	The <i>Additional conditions of contract</i> are	Z1 to Z24 below.

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation and the law

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

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

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- 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;

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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:

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- 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

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in relation to such event.”

Z13 Assessing compensation events:

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

Z14 Termination

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

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

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

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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*.

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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;



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Z24.5.2 the use of the *Contractor's* Equipment, or

Z24.5.3 the proper use of the Works.

Z24.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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

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

Month	<i>Weather measurement</i>				
	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.



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Annexure B: Pro forma Security Bonds and Guarantee



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Annexure C: ACSA Panel of Adjudicators

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

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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.

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for PROJECTS with a value below R50 million on the LANDSIDE

Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance. But please note that details of all projects with a value below R50 million, and with a duration that **exceeds** 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance.

1.1 Contract Works

With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000;
Contractors / consultants should re-insure the deductible.

1.2 Public Liability

In the event of a claim against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;
In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000; Contractors / consultants should re-insure the deductibles.

1.3 Professional Indemnity

All consultants are responsible for Professional Indemnity cover of R5 million

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Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5 million;

In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;

Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

Projects with a value below R50 million are automatically covered under an ACSA umbrella insurance. But please note that details of all projects with a value below R50million, and with duration that **exceeds** 36 months should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za) as these projects are not automatically covered under an ACSA umbrella insurance

2.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000;

Contractors / consultants should re-insure the deductible.

2.2 Public Liability

In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R525 000;

In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000;

In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000; Contractors / consultants should re-insure the deductibles.

2.3 Professional Indemnity

All consultants are responsible for Professional Indemnity cover of R5 million;

Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million;

In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million;

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Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the LANDSIDE

Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za).

3.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles: All Civil Work and Earthworks – R300 000 deductible (excess);

All other claims – R300 000 deductible (excess);

Other property insured – R700 000 deductible (excess); Contractors / consultants should re-insure the deductibles.

3.2 Public Liability

In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R275 000;

In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000;

Contractors / consultants should re-insure the deductibles.

3.3 Professional Indemnity

All consultants are responsible for Professional Indemnity cover of R10 million;

Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;

In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;

Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

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4. Insurance requirements for PROJECTS with a value above R50 million but below R1 billion on the AIRSIDE

Projects with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per project. Details of all projects with a value above R50 million should be forwarded to ACSA Treasury as soon as the contractor is awarded (Email: nokulunga.masiza@airports.co.za).

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles: All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess); Runway Rehabilitation – R300 000 deductible (excess); New Runway Construction – R700 000 deductible (excess); All other claims – R300 000 deductible (excess); Other property insured – R700 000 deductible (excess); Contractors / consultants should re-insure the deductibles.

4.2 Public Liability

In the event of a claim brought against the contractor / consultant for 3rd party property damage, the contractor / consultant will be responsible for a deductible (excess) of R1 025 000;

In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;

In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000;

Contractors / consultants should re-insure the deductibles.

4.3 Professional Indemnity

All consultants are responsible for Professional Indemnity cover of R10 million;

Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million;

In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million;

Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.



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5. Insurance requirements for PROJECTS with a value above R1 billion, on either LANDSIDE or AIRSIDE

The deductibles stipulated above on paragraphs 1; 2; 3; and 4 do not apply to projects with a value above R1 billion

Applicable deductibles will be determined on a project by project basis when insurers are approached for cover

Details of projects above R1 billion should be forwarded to ACSA Treasury (Nokulunga.masiza@airports.co.za), **before the publication of the tender document.**

SUPPLY, INSTALLATION, AND COMMISSIONING OF A 750 KVA GENERATOR AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF SIX MONTHS

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

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	<p>ARTISAN: ELECTRICAL</p> <p>3 Name:</p> <p>Job</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p>	<p>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</p>
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
A	Priced contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<p>(in figures)</p> <p>(in words), excluding VAT</p>
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	<p>(in figures)</p> <p>(in words), excluding VAT</p>
C	Target contract with activity schedule	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<p>(in figures)</p> <p>(in words), excluding VAT</p>
D	Target contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	

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11.2(31)	The tendered total of the Prices is	(in figures)		
		(in words), excluding VAT		
F	Management contract			
20.2	Work which the <i>Contractor's</i> will do himself is	Activity	<i>price (lump sum or rate)</i>	
	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

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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		

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61 in SCC & SSCC	<p>The hourly rates for Defined Cost of design outside the Working Areas are</p> <p>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.</p> <p>Please insert another schedule if foreign resources may also be used</p>	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 <i>works</i> 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	<p>The published list of Equipment is the last edition of the list published by</p> <p>The percentage for adjustment for Equipment in the published list is</p>	%		
22 in SSCC	The rates of other Equipment are:	Equipment	Size or capacity	Rate

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PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	1
C2.2	The <i>activity schedule</i>	2

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C2.1 Pricing assumptions: Option A

N/A

C2.2 the *activity schedule*

1. ACTIVITY SCHEDULE

BOQ - SUPPLY, INSTALLATION AND COMMISSIONING OF A 3-PHASE, 400V, 750 KVA					
#	Description	Units	Qty.	Unit Cost	Total Cost
1.	P's and G's				
	a) Safety File	each	1		
	b) Induction	each			
	c) Employee Permits	each			
	d) Car Permits	each			
	Sub Total A				
2.	3-PHASE, 400V, 750 KVA				
	Supply, Installation, and Commissioning of a 750 kVA Generator	sum	1		
	Supply, Installation, and Commissioning of a feeder cable	sum	1		
	Supply all necessary cabling, ATS, circuit breakers, welding connectors/ plugs, and consumables	sum	1		
	Sub Total B				
	Grand Total (A+B)				

ACSA, O.R. TAMBO INTERNATIONAL AIRPORT

DESCRIPTION OF THE WORKS: SUPPLY, INSTALLATION, AND COMMISSIONING OF A
750 KVA GENERATOR AT O.R. TAMBO INTERNATIONAL AIRPORT



PART 3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Contractors Scope</i>	9
	Total number of pages	10



Contents

Part 3: Scope of Work	1
C3.1: CONSTRUCTION scope	3
1 Description of the services	3
1.1 Executive overview	3
2 Specification and description of the services	3
2.1 Scope of work	3
2.2 Specification	4
2.3 Applicable Standards	5
2.4 Human Resources and Testing Equipment	5
3 Annexures	6
Points allocated for Functionality shall be evaluated in accordance with the criteria listed below. An overall threshold of 80 points out of 100 must be achieved for the tender to pass functionality.	6
KEY PERSONNEL EXPERIENCE (TECHNICIAN: ELECTRICAL)	7
KEY PERSONNEL EXPERIENCE (ARTISAN: ELECTRICAL)	8
KEY PERSONNEL EXPERIENCE (ARTISAN: DIESEL MECHANIC)	9
Part 2: Pricing Data	1
4 The conditions of contract	1
4.1 How work is priced and assessed for payment.....	1
4.2 Function of the Activity Schedule.....	1
4.3 Link to the programme	1
4.4 Preparing the <i>activity schedule</i>	1

C3.1: CONSTRUCTION SCOPE

1 Description of the services

1.1 Executive overview

O.R Tambo International Airport (ORTIA) electrical network receives 11kV power supply from Ekurhuleni Municipality through two intake points, namely Isando Super Substation (Main intake) to the Terminal Building, Kempton Park Cargo Substation (Alternative intake) to Cargo. During lifespan of electrical infrastructure, such as Switchgears, Cables, Power Transformers, Current Transformers, Ring Main Units, Mini-Substations etc, the equipment experiences insulation failures due to various factors electrical, thermal, mechanical and environmental stress factors over many years in service.

Currently, the existing design for Reservoir Substation operates on a single-source electricity supply and configured as a radial distribution system. The disadvantage of this setup is its vulnerability under faulty conditions. Any fault along the supply line results in extended power outages, as there is no alternate route for electricity distribution.

These disruptions are particularly concerning because the Reservoir Substation supplies power to the ORTIA water plant, and any downtime at the plant directly impacts airport operations and water supply to the Airport. To mitigate this risk, it is proposed that successful supplier Supply, Install, and Commissioning 750 kVA generator.

2 Specification and description of the services

2.1 Scope of work

The *works* that the *Contractor* is to perform *involve* the Supply, Installation, and Commissioning of a 3-phase, 400V, 750 kVA Generator at O.R. Tambo International Airport.

- a) Supply and deliver the generator to reservoir substation.
- b) Couple the generator to the low voltage load.
- c) Install a feeder cable.
- d) Provide automatic change over panel/ Automatic Transfer Switch (ATS).
- e) Provide handover documents

2.2 Specification

- The contractor shall supply and install a 3-phase industrial diesel generator with a rated capacity of 750 kVA and an output voltage of 400V, suitable for the intended load and site conditions.
- The generator shall comply with all relevant local and international standards for performance, safety, and emissions.
- The contractor shall install the ATS and integrate it with the existing main electrical distribution board.
- The contractor shall perform all electrical and mechanical connections and ensure the generator is able to automatically feed the load when there is an electrical power failure.
- The generator shall be equipped with a tank size that is big enough to be able to continuously run for 8-12 hours on load without refuelling.
- The generator will be exposed in outdoor conditions; it shall be equipped with a 3CR12 canopy for weatherproof.
- The contractor shall supply and install a reinforced concrete plinth suitable for supporting the generator.
- The generator shall be equipped with heater jackets.
- The contractor shall issue certificate of compliance as SANS 10142-1.
- The contractor shall provide a warranty period of twelve (12) months on all workmanship from the date of completion.
- The contractor shall provide a warranty period of twelve (12) months on the generator and ATS, commencing from the date of commissioning.
- The contractor shall supply comprehensive handover documents, including but not limited to operation and maintenance manuals, as-built drawings, and all other relevant documentation.
- The generator shall be mobile, mounted on a suitable trailer or skid to allow easy relocation.
- The contractor shall supply and install trailer-mounted type diesel generator.
- The contractor shall be fully responsible for executing of all tasks, and obligations necessary to ensure functionality.

2.3 Applicable Standards

- SANS 10142-1: The Wiring of Premises – Part 1: Low-voltage installations, covers installation requirements for electrical systems, including mobile generators used in temporary or permanent setups.
- SANS 1507 (Part 1 to 3): Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1 900/3 300 V).
- SANS 959 / NRS 052: Standby Generator Sets - Specifies performance, safety, and environmental requirements for mobile and standby generators.
- The Occupational Health and Safety Act (No 85 of 1993) as amended and relevant regulations.

2.4 Human Resources and Testing Equipment

- 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.

a) Technician: Electrical

- Must have a National Diploma and be registered with ECSA as a professional technician or B. Tech in electrical engineering and be registered with ECSA as a professional technician.
- Must have a minimum of 3 years' experience in installation, testing, commissioning, maintenance and repairs of generators.

b) Artisan: Electrical

- Must have a trade test certificate.
- Must have wireman's' license
- Must have a minimum of 3 years' experience in installation, testing, commissioning, maintenance and repairs of generators.

c) Artisan: Deisel Mechanic

- Must have a trade test certificate.
- Must have a minimum of 3 years' experience in installation, testing, commissioning, maintenance and repairs of generators.



3 Annexures

Annexure A: Evaluation Criteria/ Score Card

Points allocated for Functionality shall be evaluated in accordance with the criteria listed below. An overall threshold of **80 points out of 100** must be achieved for the tender to pass functionality.

1.	Company Experience	Score	Contractor Score
1.1	a) The Company must provide proof of previous experience in Supply, Installation, and Commissioning of a 3-phase, 400V, 200 kVA Generator or bigger. b) The Company must provide reference letters (reference letter with a client letter head) indicating previous experience/ executed projects, references to be traceable and contactable to allow verification of the track record provided. 10 points per reference letter. No letter = 0	20	
2.	Qualifications for Key Resources Notes: Qualification is mandatory, without qualifications the experience will not be considered or scored.	Score	Contractor Score
2.1	Technician: Electrical a) The technician must have a National Diploma and be registered with ECSA as a professional technician or B. Tech in electrical engineering (Attach qualifications).	15	
2.2	Artisan: Diesel Mechanic b) The artisan must have a trade test certificate (Attach qualifications).	10	
2.3	Artisan: Electrical c) The artisan must have both trade test certificate and wireman's licence (Attach qualifications).	10	
3.	Experience for Key Resources Notes: Qualification is mandatory, without qualifications the experience will not be considered or scored.	Score	Contractor Score
3.1	a) Proof that the Electrical Technician has 3 or more years' experience in installation, testing and commissioning, maintenance and repairs of generators (Attach CV).	15	
3.2	b) Proof that the Diesel Mechanic has 3 or more years' experience in installation, testing and commissioning, maintenance and repairs of generators (Attach CV).	15	
3.3	c) Proof that artisan has 3 or more years' experience in installation, testing and commissioning, maintenance and repairs of generators (Attach CV).	15	
5.	Total	100	

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Airports Company South Africa SOC Ltd Reg No 1993/004149/30 VAT no 4930138393 Board of Directors: F Zikalala Mvelase (Interim Chairperson), Dr K Badimo, D Hlatshwayo, A Khumalo, G Mancotywa, L Mbotya (Chief Financial Officer), M Mpofu (Chief Executive


Annexure B: Returnable Document
KEY PERSONNEL EXPERIENCE (TECHNICIAN: ELECTRICAL)

- Must have a National Diploma and be registered with ECSA as a professional technician or B. Tech in electrical engineering and be registered with ECSA as a professional technician.
- Must have a minimum of 3 years' experience in installation, testing and commissioning generators.

Name:	
Surname:	
Nationality:	
Date of Birth:	
Name of current position in tendering enterprise:	
Qualifications: (<i>degrees, diplomas, and professional registrations</i>)	
Overview of post graduate working experience (<i>year, organisation and position</i>)	
Outline of RELEVANT experience of projects implemented in the built environment:	
Project Name and Description	
Project value (Note: value refers to total value of project NOT value of fees)	
Project start – completion dates (e.g., 2001 – 2005)	
Responsibilities	

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Annexure C: Returnable Document
KEY PERSONNEL EXPERIENCE (ARTISAN: ELECTRICAL)

- A trade test certificate.
- A wireman's license.
- Must have a minimum of 3 years' experience in installation, testing and commissioning generators.

Name:	
Surname:	
Nationality:	
Date of Birth:	
Name of current position in tendering enterprise:	
Qualifications: (<i>degrees, diplomas, and professional registrations</i>)	
Overview of post graduate working experience (<i>year, organisation and position</i>)	
Outline of RELEVANT experience of projects implemented in the built environment:	
Project Name and Description	
Project value (Note: value refers to total value of project NOT value of fees)	
Project start – completion dates (e.g., 2001 – 2005)	
Responsibilities	

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Annexure D: Returnable Document
KEY PERSONNEL EXPERIENCE (ARTISAN: DIESEL MECHANIC)

- A trade test certificate.
- Must have a minimum of 3 years' experience in installation, testing and commissioning generators.

Name:	
Surname:	
Nationality:	
Date of Birth:	
Name of current position in tendering enterprise:	
Qualifications: (<i>degrees, diplomas, and professional registrations</i>)	
Overview of post graduate working experience (<i>year, organisation and position</i>)	
Outline of RELEVANT experience of projects implemented in the built environment:	
Project Name and Description	
Project value (Note: value refers to total value of project NOT value of fees)	
Project start – completion dates (e.g., 2001 – 2005)	
Responsibilities	

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AIRPORTS COMPANY
SOUTH AFRICA

**Annexure E: Returnable Document
COMPANY EXPERIENCE**

#	Project Name & Scope of Work	Project Duration		Project Value	Customer Name
		Start Date	End Date		
1.					
2.					
3.					
4.					

Company Director Name	
Company Name	
Company Director Signature	
Date	