

SUPPLY, AND DELIVERY OF CONTAINERIZED MOBILE DIESEL GENERATORS AT CAPE TOWN INTERNATIONAL AIRPORT
FOR THE PERIOD OF 12 MONTHS.



NEC3 Engineering & Construction Contract

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

and
(Reg No. _____)

For the:

**SUPPLY, AND DELIVERY OF CONTAINERIZED MOBILE DIESEL GENERATORS AT
CAPE TOWN INTERNATIONAL AIRPORT FOR THE PERIOD OF 12 MONTHS**

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CONTRACT NUMBER:

SUPPLY, AND DELIVERY OF CONTAINERIZED MOBILE DIESEL GENERATORS AT CAPE TOWN INTERNATIONAL AIRPORT
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C1.1 Form of Offer & Acceptance

Offer

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

Supply, and Delivery of Containerized Mobile Diesel Generators at Cape Town International Airport for the Period of 12 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 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.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

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	
		A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X5 & X7: Sectional Completion and delay damages used together
		X15: Limitation of Contractor's liability for design to reasonable skill and care
		X16: Retention
		X17: Low performance damages
		X18: Limitation of liability
		Z: Additional conditions of contract
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is:	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	Administrative Building, Southern Office Block, Cape Town International Airport, Western Cape 7525
10.1	The <i>Project Manager</i> is:	Nkosinathi Khumalo
	Address	Administrative Building, Southern Office Block, Cape Town International Airport, Western Cape 7525
	Tel	+27 21 935 3929
	Fax	N/A
	e-mail	nkosinathi.khumalo@airports.co.za

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10.1	The <i>Supervisor</i> is: (Name)	Vamile Ndzinisa	
	Address	Administrative Building, Southern Office Block, Cape Town International Airport, Western Cape 7525	
	Tel No.	+27 21 935 4161	
	Fax No.	N/A	
	e-mail	vamile.ndzinisa@airports.co.za	
11.2(13)	The <i>works</i> are	Supply, and Delivery of Containerized Mobile Diesel Generators at Cape Town International Airport	
11.2(14)	The following matters will be included in the Risk Register	Not Applicable	
11.2(15)	The <i>boundaries of the site</i> are	Cape Town International Airport (CTIA)	
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	Two (02) weeks	
2	The Contractor's 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		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Twelve (12) months from the date of contract signing by ACSA	
30.1	The <i>access dates</i> are:	Part of the Site	Date
		1 Landside Predetermined Area	Any day with prior arrangement
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (02) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	Upon signing of the contract by ACSA	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (02) weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	The employer will have access to the works during construction and prior to completion, however, such access will not relieve the contractor from liability for	

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		the completion of the works in accordance with the Works Information and in terms of this contract.
4	Testing and Defects	
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after completion of the whole of the works.
43.2	The <i>defect correction period</i> is	Two (02) weeks
47	The Contractor submits a quality plan for acceptance within:	Two (02) weeks of the Contract Date.
5	Payment	
50.1	The <i>assessment interval</i> is	4 weeks
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	After thirty (30) days from the invoice date.
51.4	The <i>interest rate</i> is	The prime lending rate of Nedbank as determined from time to time
6	Compensation events	No data required for this section of the conditions of contract.
60.1(13)	The place where weather is to be recorded is: The <i>weather measurements</i> to be recorded for each calendar month are, The <i>weather measurements</i> are supplied by The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Cape Town International Airport the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 09:00 hours South African Time and these measurements: N/A N/A
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	No data required for this of the conditions of contract
81.1	The Contractor's Risk	Add: <i>Definition of Force Majeure -</i> <i>The following additional conditions must satisfied:</i> <i>(1) The Contractor has engaged with the persons responsible for the riot, commotion, disorder, strike or lockout; has met with the persons or leaders; and has</i>

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		<p><i>recorded the persons or leaders details, their grievances, the organisations involved, all threats made; and has requested the persons or leaders to cease all unlawful conduct; and</i></p> <p><i>(2) The Contractor has obtained proof of the riot, commotion, disorder, strike or lockout, and of any unlawful conduct; and</i></p> <p><i>(3) The Contractor has reported all threats and unlawful conduct to the South African Police Service; and</i></p> <p><i>(4) The Contractor has brought an urgent application to the court on an ex parte basis that correctly identify the respondents and define the unlawful conduct to be interdicted; and</i></p> <p><i>(5) 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	Refer appendix 3 for insurance requirements
84.1	The <i>Employer</i> provides these additional insurances	Refer appendix 3 for insurance requirements
84.1	The <i>Contractor</i> provides these additional insurances	Refer appendix 3 for insurance requirements
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	Refer appendix 3 for insurance requirements
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 with a limit of Indemnity as prescribed.
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with activity schedule	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
11	Data for Option W1	
W1.1	The <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.

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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	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of
	- if the arbitration procedure does not state who selects an arbitrator, is	the Association of Arbitrators (Southern Africa) or its successor body.

12 Data for secondary Option clauses

X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.		
X5	Sectional Completion			
X5.1	The <i>completion date</i> for each <i>section</i> of the <i>works</i> is:	Section	Description	Completion date
		1	Procurement of Machinery and Equipment, and Commencement of works at Supplier's or OEM's Workshop	28 November 2025
		2	Delivery of Completely Assembled Unit to Site and Site Acceptance Testing	29 May 2026
		3	Handover and Signoffs, and project close-out.	31 July 2026
X5 & X7	Sectional Completion and delay damages used together			
X5.1 X7.1	Delay damages for late Completion of the <i>sections</i> of the <i>works</i> are:	section	Description	Amount per day
		1	Procurement of Machinery and Equipment, and Commencement of works at Supplier's or OEM's Workshop	Five percent (5%) on the cost of the delayed equipment delivery to site.

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		2	Delivery of Completely Assembled Unit to Site and Site Acceptance Testing	Five percent (5%) on the cost of the delayed installation works on-site.
		3	Handover and Signoffs, and project close-out.	Five percent (5%) on the cost of the delayed commissioning, signoffs, and project close-out
	The total delay damages payable by the Contractor does not exceed:		Fifteen percent (15%) of the total project value	
X15	Limitation of the Contractor's liability for his design to reasonable skill & care		There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
X16	Retention (not used with Option F)			
X16.1	The retention free amount is		Retention will not be charged on the amount for the procurement of equipment and materials	
	The retention percentage is		Five percent (5%) of the total project value	
X17	Low performance damages			
X17.1	The amounts for low performance damages are:		Amount	Performance level
			100% of the Cost and incurred expenses	For the poor quality or unacceptable job standard performed by the contractor
			100% of the Cost and incurred expenses	For the inferior material, machinery and or equipment used on-site.
X18	Limitation of liability			
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to:		The total cost of the incurred losses and or repairs to the damages caused.	
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to:		The total cost of the incurred losses and or repairs to the damages caused.	
X18.3	The Contractor's liability for Defects due to his design which are not listed on the Defects Certificate is limited to		The total cost of the incurred losses and or repairs to the damages caused and the total cost of paying a third party/parties for the new supply, and delivery.	

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

AMENDMENTS TO THE CORE CLAUSES

- Z1 Interpretation and the law**
- Z1.1 Add to core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
- Z1.2 Add the following as a new core clause 12.5:**
- Z1.2.1** In this contract:
- Z1.2.1.1** references to any Party to the Contract include its successors or permitted assigns;
- Z1.2.1.2** references to the Contractor include the obligations of its personnel;
- Z1.2.1.3** the references to the provisions of any law include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any works under this Contract;
- Z1.2.1.4** references to this Contract and any deed, Contract or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- Z1.2.1.5** references to a "person" include a natural person, company or any other artificial person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- Z1.2.1.6** references to "month" means a calendar month;
- Z1.2.1.7** headings are for convenience only and are not taken into consideration in the interpretation of the Contract;

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- Z1.2.1.8** where any number of days is prescribed, those days are reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day is the next succeeding working day;
- Z1.2.1.9** any provision in Contract that is or may become illegal, invalid or unenforceable in any jurisdiction is ineffective to the extent of such prohibition or unenforceability in such jurisdiction and is treated as severed from the balance of Contract in such jurisdiction, without invalidating the remaining provisions of Contract in such jurisdiction or affecting it in any other jurisdiction;
- Z1.2.1.10** references to any amount means that amount exclusive of VAT, unless the amount expressly includes VAT;
- Z1.2.1.11** the rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word "including" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
- Z1.2.1.12** the rule of construction that the Contract is interpreted against or to the disadvantage of the party responsible for the drafting or preparation of Contract does not apply;
- Z1.2.1.13** words and abbreviations that have well known technical or trade meanings are used in the Contract in accordance with such recognized meanings;
- Z1.2.1.14** references to a "*subsidiary*" or a "*holding company*" is references to a direct or indirect subsidiary or holding company as defined in the law of the jurisdiction of the place of incorporation of the company that has a subsidiary or holding company and "*affiliate*" is any company that is under common control with such subsidiary or holding company;
- Z1.2.1.15** time is of the essence in the performance of the parties' respective obligations.
- Z2 The Project Manager and Supervisor: add the following at the end of core clause 14.2:**
- Z2.1** The Project Manager and the Supervisor may take an action which they have delegated.
- Z3 Early Warning: add the following at the end of core clause 16.2:**
- Z3.1** The Contractor ensures that a subcontractor attends risk reduction meeting if its attendance would assist in deciding the actions to be taken.
- Z4 Providing the Works: Delete core clause 20.1 and replace with the following:**
- Z4.1** The *Contractor* provides the works in accordance with the Works Information and warrants that the results of the Works, when complete, shall be fit for their intended purpose as stated in the Works Information, and if no such purposes is stated, the ordinary purpose of the Works.
- Z5 Subcontracting:**
- Z5.1** **The following clause is added as a new core clause 26.4:** "Within 5 days of request by the *Project Manager*, the Contractor provides proof to the *Project Manager* that the Contractor's payment obligations towards its Subcontractors have been discharged. Failure by the Contractor to provide such proof to the satisfaction of the *Project Manager* entitles the *Employer* to instruct the *Project Manager* to certify payment directly to any such Subcontractor and the *Contractor* shall have no recourse to recover such amounts from the *Employer*. Such direct payment do not create privity of contract between the Employer and such Subcontractor. The *Employer* may recover such direct payment from the *Contractor*."
- Z6 Other responsibilities: add the following at the end of core clause 27:**
- Z6.1** The *Contractor* has satisfied himself, prior to the Contract Date, as to the completeness, sufficiency and

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accuracy of all information and drawings provided to him as at the Contract Date.

- Z6.2** The *Contractor* is responsible for the correct setting out of the *Works* in accordance with the original points, lines and levels stated in the *Works* Information or notified by the *Project Manager*, *Supervisor* or the *Employer*. Any errors in the positioning of the *Works* are rectified by the *Contractor* at the *Contractor's* own costs.
- Z7** **Acceleration: add the following new provisions at the end of core clause 36:**
- Z7.1** The Project Manager's reply is either:
- Z7.1.1** A notification that the quotation is accepted, in which case, the *Project Manager* changes the Prices, Completion Date and Key Dates and accepts the revised programme; or
- Z7.1.2** A notification that the quotation is not accepted and that the Prices, Completion Date and Key Dates are not changed.
- Z8** **Extending the defects date: add the following as a new core clause 46:**
- Z8.1** If the *Employer* cannot use the *works* due to a Defect, which arises after Completion and before the *defects date*, the *defects date* is delayed by a period equal to that during which the *Employer*, due to a Defect, is unable to use the *works*.
- Z8.2** If part of the *works* is replaced due to a Defect arising after Completion and before the *defects date*, the *defects date* for the part of the *works* which is replaced is delayed by a period equal to that between Completion and the date by when the part has been replaced.
- Z8.3** The *Project Manager* notifies the *Contractor* of the change to a *defect date* when the delay occurs. The period between Completion and an extended *defects date* does not exceed twice the period between Completion and the *defects date* stated in the Contract Data.
- Z9** **Quality Management System: add the following as a new core clause 47:**
- Z9.1** The *Contractor* implements and maintains a quality management system with the requirements stated in the *Works* Information.
- Z9.2** Within the period stated in the Contract Data, the *Contractor* provides the *Project Manager* with a quality plan for acceptance. A reason for not accepting the quality plan is that it does not allow for the *Contractor* to Provide the *Works*.
- Z9.3** If any changes are made to the quality plan, the *Contractor* provides the *Project Manager* with the changes quality plan for acceptance.
- Z9.4** The *Project Manager* may instruct the *Contractor* to correct a failure to comply with the quality plan. This instruction is not a compensation event.
- Z10** **Assessing the amount due:**
- Z10.1** **Delete the second bullet point of core clause 50.1 and replace with the following:** "within thirteen weeks of termination of this Contract"
- Z11** **Final assessment: add the following as a new core clause 53:**
- Z11.1** The *Project Manager* makes a final assessment and certifies final payment in accordance with the Contract. The final payment is made within four weeks of the assessment.
- Z11.2** An assessment of the final amount due is conclusive evidence of the final amount due under or in connection with the Contract, unless a Party raises a dispute in relation to the assessment of the final amount due.

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

Z12 Notifying compensation events:

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

Z13 Assessing compensation events:

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

Z14 Termination

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

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

Z15 Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z15.1 A change in law is defined as:

Z15.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the Contract Date of any law, excluding (i) the enactment of any bill inside the country, but only if such bill is enacted without any material changes being made to the contents of such bill from the form published in the Gazette (as defined in the Interpretation Act, 1957) as at the Contract Date, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income

Z15.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

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

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

Z16.2 If the *Employer* terminates in terms of this clause, the procedures and payment on termination as those applied for reasons R1 to R15 or R18 stated in the Termination Table

Z17 Performance Bond

Z17.1 Amend the first sentence of clause X13.1 to read as follows: The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Project Manager* and the *Employer* have accepted, for the amount stated in the Contract Data and in the form set out in Annexure B of this Contract Data.

Z17.2 Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *contract period*. If the terms of the performance bond specify its expiry date and the end of the *contract period* does not coincide with such expiry date, four weeks

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prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *contract period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z18 Limitation of liability: Insert the following new clause as Option X18.6:

Z18.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00.

Z18.2 Notwithstanding any other clause in this contract, any proceeds received from the security bonds and guarantees provided by the *Contractor* in terms of this Contract and any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

ADDITIONAL Z CLAUSES

Z19 Cession, delegation and assignment

Z19.1 The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.

Z19.2 The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z20 Joint and several liability

Z20.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

Z20.2 The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

Z20.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z21 Ethics

Z21.1 The *Contractor* undertakes:

Z21.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z21.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z21.2 The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z21.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. The amount due on termination is A1.

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Z22 Confidentiality

- Z22.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Project Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z22.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Project Manager*.
- Z22.3** This undertaking shall not apply to –
- Z22.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z22.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z22.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z22.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Project Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z22.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z23 Liens and Encumbrances

- Z23.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z24 Intellectual Property

- Z24.1** Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z24.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z24.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
- Z24.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z24.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z24.5.1** the *Contractor's* design, manufacture, construction or execution of the Works;

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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.

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Annexure B: Pro forma Security Bonds and Guarantee

Pro forma Retention Money Guarantee (may be used when Option X16 applies)

[To be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee]

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

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

Date:

Dear Sirs

Reference No. [●] **[Drafting Note: Guarantor's reference number to be inserted]**

Retention Money Guarantee: **[Drafting Note: Name of Contractor to be inserted]**

Project [●]

1. In this Guarantee the following words and phrases shall have the meaning stated:-

- 1.1 **"Contract"** means the construction contract entered into between the Employer and the Contractor (Contract Reference No. _____ and such amendments or additions to the Contract as may be agreed in writing between the parties.
- 1.2 **"Contractor"** means **[insert]**
- 1.3 **"Employer"** means Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the South Africa
- 1.4 **"Expiry Date"** means **[insert]**
- 1.5 **"Guarantee"** means this on-demand, unconditional, irrevocable advance payment guarantee, which is independent and/or separate from the underlying Contract.
- 1.6 **"Guaranteed Amount"** means the sum of **[insert]**, being the total value of the advance payment made in terms of the Contract.
- 1.7 **"Guarantor"** means **[insert]**
- 1.8 **"Guarantor's Address"** mean **[insert]**

2. The Contractor is required to obtain a retention money guarantee under the Contract.

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3. The Guarantor hereby undertakes to pay the Employer any sum or sums not exceeding the Guarantee Amount in total (the “**Demand Amount**”), upon receipt of a written demand delivered to the Guarantor’s Address, stating that the Contractor has failed to carry out his obligation(s) to remedy certain defects for which he is responsible under the Contract and, the nature of such defects (without being required to prove the nature of the breach and the amount claimed). The written demand shall be signed by the Employer and be accompanied by the original Guarantee.
4. The Guarantee Amount shall be reduced by 50% at the earlier of Completion of the whole of the Works and the date on which the Employer takes over the whole of the Works(as defined in the Contract). After receiving the Certificate of Completion from the Contractor the Guarantor shall promptly notify the Employer of the revised Guarantee Amount.
5. This Guarantee automatically comes into full force and effect on the signature date by the Guarantor and shall automatically expire 14 days after the assessment made at the Completion of the whole of the Works or the assessment after the Employer takes over the whole of the Works if this is before Completion of the whole of the Works.
6. The obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations, do not require any previous notice to or claim against the Contractor, and shall not in any way be released or discharged or otherwise absolved of liability hereunder by reason of any arrangement or change in relationship made between the Contractor and the Employer and/or between the Guarantor and Contractor; nor any alteration in the obligations undertaken by the Contractor or in the terms of the Contract; nor any indulgence, failure, delay by the Employer as to any matter; nor any dissolution or liquidation or such other analogous event of the Contractor (whether or not the Guarantor has notice thereof).
7. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
8. All payments made by Guarantor shall be due and payable in the amount specified in any payment demand made in respect hereof by the Employer and shall be made free and clear of and without any deduction for or on account of any tax or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed. All charges of the Guarantor related to the issuance or performance of this Guarantee (including, but not limited to, the negotiation, payment, extension or transfer hereof) shall be borne by the Contractor and under no circumstances shall be charged to the Employer by the Guarantor.

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9. This Guarantee shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the High Court of the Republic of South Africa.
10. This Guarantee, with the required demand notice, shall be regarded as a liquid document for the purposes of obtaining a court order.
11. The Guarantor chooses as its *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.
12. If at any time any one or more of the provisions of this Guarantee is or becomes illegal, invalid or otherwise unenforceable in any respect neither the legality, validity or enforceability of the remaining provisions of this Guarantee, nor the legality, validity or enforceability of such provision, under the law shall in any way be affected or impaired as a result.

SIGNED at _____ on _____ Day of _____ 202__

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

Full Name: _____

Capacity: _____

Witness: _____

[Insert Guarantor's stamp]

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Annexure C: ACSA Panel of Adjudicators

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

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

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Annexure D: ACSA Insurance Clauses

REFER APPENDIX 3 FOR INSURANCE INFORMATION/REQUIREMENTS

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C1.2 Contract Data

Part two - Data provided by the *Contractor*.

Clause	Statement	Data
10.1	<p>The <i>Contractor</i> is (Name):</p> <p>Address</p> <p>Tel No.</p> <p>Fax No.</p>	
11.2(18)	The <i>working areas</i> are the Site and	
24.1	<p>The <i>Contractor's</i> key persons are:</p> <p>1 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>2 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>3 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>4 Name:</p> <p>Job:</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p>5 Name:</p> <p>Job:</p>	

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	Responsibilities: Qualifications: Experience:	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
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	(in figures) (in words), excluding VAT

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PART 2: PRICING DATA

Document reference	Title	Page No.
C2.1	Pricing assumptions: Option A	26
C2.2	The <i>activity schedule</i>	28

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C2.1 Pricing assumptions: Option A

ALSO REFER TO PRICING INSTRUCTIONS IN TENDER DOCUMENT.

The *conditions of contract*

How work is priced and assessed for payment

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

Identified and defined terms	11 11.2	(20) The Activity Schedule is the <i>activity schedule</i> unless later changed in accordance with this contract.
		(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
		(27) The Price for Work Done to Date is the total of the Prices for <ul style="list-style-type: none"> each group of completed activities and each completed activity which is not in a group. <p>A completed activity is one which is without Defects which would either delay or be covered by immediately following work.</p>
		(30) The Prices are the lump sum prices for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

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

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

Link to the programme

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

Preparing the *activity schedule*

The tendering contractor prepares the *activity schedule* and should study the ECC3 Guidance Notes pages 19 and 20 before doing so. The *Employer* may have instructed the tendering contractor to include particular activities which he has specified and requires the *Contractor* to identify them in his *activity schedule*.

- 1 Generally it is the Contractor who prepares the Activity Schedule as part of his tender by breaking down the work described within the Works Information into suitable activities which can be well defined, priced as a lump sum and shown on the programme. The Employer, in his Conditions of Tender or in a Tender

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Schedule, may have listed some items that he requires the Contractor to include in his activity schedule and be priced accordingly.

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

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

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

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

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

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

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An activity schedule could have the following format:

Item No.	Programme Reference	Activity description	Price

C2.2 the *activity schedule*

PRICING SCHEDULE		
Part	Activity/Pricing Schedules	Price (ZAR)
1	Preliminary and General (Safety File, Permits and Insurances)	R
SUPPLY AND DELIVERY OF A 1600KVA GENERATORS AND ACCESSORIES		
2	Supply, and Delivery of 1 x 3-Phase, 400V, 1600 kVA, 0.8 PF Back-up Diesel Generator as per the Specification	R
3	Supply and Fitment of 1 x Generator Controller as per the Specification	R
4	Supply, and Delivery of 1 x Mobile/Movable Container with Dimensions 6m x 2.4m x 2.4m in length x width x height respectively	R
5	Supply and Fitment of an Auxiliary Distribution Board Inside the Container for Lights, and Plugs, and Generator Battery Charger (Lights and Plugs also to be Supplied and Installed)	R
6	Supply and Fitment of 1 x 2500A Motorised Automatic Change-Over Switch as per Specification	R
7	Supply and Fitment of 1 x 2500A Withdrawable Motorized Air Circuit Breaker as per Specification	R
8	Supply and Fitment of 1 x 2000 Litre Double Walled/Self-Bunded Diesel Tank	R
9	Factory Acceptance Testing (FAT) At OEM's or Suppliers Workshop.	R
10	Site Acceptance Testing (SAT) On-site at Cape Town International Airport	R
11	Handover Project File complete with detailed generator container and equipment layout, schematics, and single line diagrams in AutoCAD, PDF and hard copy format in A1 size laminated and framed.	R
SUPPLY AND DELIVERY OF A 550KVA GENERATORS AND ACCESSORIES		
12	Supply, and Delivery of 1 x 3-Phase, 400V, 550 kVA, 0.8 PF Back-up Diesel Generator as per the Specification	R
13	Supply and Fitment of 1 x Generator Controller as per the Specification	R
14	Supply, and Delivery of 1 x Mobile/Movable Container with Dimensions 6m x 2.4m x 2.4m in length x width x height respectively	R
15	Supply and Fitment of an Auxiliary Distribution Board Inside the Container for Lights, and Plugs, and Generator Battery Charger (Lights and Plugs also to be Supplied and Installed)	R

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16	Supply and Fitment of 1 x 800A Motorised Automatic Change-Over Switch as per the Specification	R
17	Supply and Fitment of 1 x 800A Withdrawable Motorized Air Circuit Breaker as per the Specification	R
18	Supply and Fitment of 1 x 1000 Litre Double Walled/Self-Bunded Diesel Tank	R
19	Factory Acceptance Testing (SAT) At OEM's or Suppliers Workshop.	R
20	Site Acceptance Testing (SAT) On-site at Cape Town International Airport	R
21	Handover Project File complete with detailed generator container and equipment layout, schematics, and single line diagrams in AutoCAD, PDF and hard copy format in A1 size laminated and framed.	R
SIGN-OFFS AND COMPLIANCE CERTIFICATES		
22	OEM's and or Professional Engineer's Sign-Off	R
23	Certificates of Compliance	R
SUB-TOTAL (Sum of 1 to 23)		R
Contingencies @5%		R
GRAND TOTAL EXCL. VAT (Carry over to form of offer)		R
VAT @ 15% (Carry over to form of offer)		R
GRAND TOTAL INCL. VAT (Carry over to Form of Offer)		R

PART 3: SCOPE OF WORK

30

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DESCRIPTION OF THE WORKS

Executive overview

The purpose of the request is for the appointment of a service provider for the supply and delivery of 2 x containerized diesel back-up generators at Cape Town International Airport. Back-up generators are crucial in ensuring continuity of supply during planned and unplanned power outages and or failures.

Employer's objectives and purpose of the works

This project seeks to procure 2 x mobile containerized backup diesel generators sized 1600 KVA and 550 KVA to be placed strategically on areas where they can be quickly connected in case of a failure of the dedicated generator for the area, also as the CAPEX programme to replace old generators is being rolled out the mobile generators will be used to provide backup power supply when a specific generator for the area is being decommissioned and during the installation of the new one.

Interpretation and terminology

The following abbreviations are used in this Works Information:

ABBREVIATION	MEANING GIVEN TO THE ABBREVIATION
A	Amperes
AC	Alternating Current
ACSA	Airports Company South Africa
AIS	Air Insulated Switchgear
BI	Binary Input
BO	Binary Output
BTU	Battery Tripping Unit
CB	Circuit Breaker
CO ₂	Carbon Dioxide
COC	Certificate of Conformance
CTIA	Cape Town International Airport
GWP	Global Warming Potential
HV	High Voltage
Hz	Hertz
IEC	International Electrotechnical Commission
IED	Intelligent Electronic Device

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kA	Kilo Amperes
kV	Kilo Volts
KW	Kilo Watts
KVA	Kilovolts Amperes
KVAr	Kilovolts Amperes Reactive
AVR	Automatic Voltage Regulator
LCD	Liquid Crystal Display
PLC	Programmable Logic Controllers
CAN	Campus Area Network
MPU	Microprocessor Unit
RTU	Remote Terminal Unit
BMS	Building Management System
PC	Personal Computer
LED	Light Emitting Diode
LHS	Left Hand Side
LV	Low Voltage
MV	Medium Voltage
NC	Normally Closed
NEC	National Engineering Contract
NO	Normally Open
SABS	South African Bureau of Standards
SANS	South African National Standards
SCADA	Supervisory Control and Data Acquisition
SCM	Supply Chain Management
SOB	Southern Office Block
TRF	Transformer
TX	Transformer
V	Volts
RPM	Revolutions Per Minute

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Detailed Specification and Scope of Work

The scope of work to be covered on this project includes, but may not be limited to the following:

- Specification, and selection of a movable/mobile containerized 1 x 3-Phase, 400V, 1600 kVA, 0.8 PF back-up diesel generator on a container with dimensions 6m x 2.4m x 2.4m in length x width x height respectively.
- Specification, and selection of a movable/mobile containerized 1 x 3-Phase, 400V, 550 kVA, 0.8 PF back-up diesel generator on a container with dimensions 6m x 2.4m x 2.4m in length x width x height respectively.
- Supply and delivery to site, including crange/rigging.
- Each generator to be fitted with a generator controller capable of conducting functions as specified on the specification below (e.g. mains failure, peak lopping, island mode, load sharing/paralleling, black start, etc.)
- 1600 KVA generator to be fitted with a 2500A motorized automatic change-over switch.
- 1600 KVA generator to be fitted with a 2500A withdrawable motorized air circuit breaker.
- 500 KVA generator to be fitted with an 800A motorized automatic change-over switch.
- 500 KVA generator to be fitted with an 800A withdrawable motorized air circuit breaker.
- 1600 KVA generator container to be fitted with a self-bunded 2000 litre diesel tank, diesel tank to be fitted with an analogue level indicator to view diesel level outside the tank and a level probe to send level information to a controller.
- 500 KVA generator container to be fitted with a self-bunded 1000 litre diesel tank, diesel tank to be fitted with an analogue level indicator to view diesel level outside the tank and a level probe to send level information to a controller.
- Provide a detailed generator container and equipment layout, schematics, and single line diagrams in AutoCAD, PDF and hard copy format in A1 size laminated and framed.
- Manufacture's/OEM signoffs and certifications.

Technical Specifications: 1600 KVA Diesel Generator

Generator Set Specification	
Engine/Generator Parameters	Specifications
Speed (rpm)	1500
Voltage (V)	400
Standby Power Rating (KVA)	1600
Prime Power Rating (KVA)	1360/1280
Frequency (Hz)	50
Power Factor (Unit)	0.8
Duty Cycle	Standby, and Prime
Fuel Flow Transmitter	Required
Temperature Sensor	Required
Piezo/Pressure Sensor	Required
Lubricating System	Required
Fuel Properties	
Density at 15 Deg. C (kg/m ³)	840

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Kinematic viscosity at 40 Deg. C (mm ² /s)	3.8
Calorific value (MJ/kg)	42
Flash point (Deg. C)	45
Carbon residue (%)	0.17
Acid value, mg KOH	0.35
Cetane index	45-55
Generator Controller Specification	
Key Features	Required/Not Required
Comprehensive synchronising & load-sharing capabilities	Required
Built in governor and AVR control	Required
Base load (kW export) control	Required
Positive & negative kVAR export control	Required
Mains (Utility) decoupling protection	Required
4-Line back-lit LCD text display	Required
Multiple Display Languages	Required
Five key menu navigation	Required
LCD alarm indication	Required
Heated display option available	Required
Customisable power-up text and images	Required
Communication network expansion compatibility	Required
Data logging & trending facility	Required
Advanced PLC editor	Required
Protections disable feature	Required
Fully configurable via PC using USB, RS232, RS485 & Ethernet communication	Required
Front panel configuration with PIN protection	Required
Screen power save mode	Required
3-phase generator sensing and protection	Required
Generator current and power monitoring (kW, kVAR, kVA, pf)	Required
kW and kVAR overload alarms	Required
Reverse power alarms	Required
Over current protection	Required
Unbalanced load protection	Required
Independent earth fault protection	Required
Breaker control via fascia buttons	Required
Fuel and start outputs configurable when using CAN	Required
8 configurable DC outputs	Required
2 configurable volt-free relay outputs	Required
4 configurable analogue/digital inputs	Required
Built in sensors to support 0V to 10V & 4mA to 20mA	Required
12 configurable digital inputs	Required
Configurable 5 stage dummy load and load shedding outputs	Required
CAN, MPU and alternator frequency speed sensing in one variant	Required
Real time clock	Required
Manual and automatic fuel pump control	Required
Engine run-time scheduler	Required
Fuel usage monitor and low fuel level alarms	Required

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Simultaneous use of all communication ports	Required
Remote SCADA monitoring via network software application(s)	Required
MODBUS RTU & TCP support with configurable MODBUS pages for integration into building management systems (BMS)	Required
Advanced SMS messaging (additional external modem required)	Required
Start & stop capability via SMS messaging	Required
3 configurable maintenance alarms	Required
Compatible with a wide range of CAN engines, including tier 4 engine support	Required
Power modes for when in parallel with the mains	Required
Redundant MSC communication wired to CAN ports	Required
True manual breaker control when in CAN mode	Required
Water in fuel digital input	Required
Fuel tank bund alarm digital input	Required
Separate ramp up and ramp down rates configurable via PLC	Required
Configurable CAN message time- outs	Required
In-built SNMP	Required
Configurable CAN transmit & receive	Required
Battery chargers network monitoring	Required
Persistent governor & AVR outputs	Required
Filter generator voltage display	Required
Filter bus voltage display	Required
Inhibit remote start	Required
Power & reactive power control	Required
Remote start on load demand	Required
Configurable engine icons	Required
Alternative load demand schemes	Required
Variable speed generator support	Required

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Technical Specifications: 550 KVA Diesel Generator

Generator Set Specification	
Engine/Generator Parameters	Specifications
Speed (rpm)	1500
Voltage (V)	400
Standby Power Rating (KVA)	550
Prime Power Rating (KVA)	500
Frequency (Hz)	50
Power Factor (Unit)	0.8
Duty Cycle	Standby, and Prime
Fuel Flow Transmitter	Required
Temperature Sensor	Required
Piezo/Pressure Sensor	Required
Lubricating System	Required
Fuel Properties	
Density at 15 Deg. C (kg/m ³)	840
Kinematic viscosity at 40 Deg. C (mm ² /s)	3.8
Calorific value (MJ/kg)	42
Flash point (Deg. C)	45
Carbon residue (%)	0.17
Acid value, mg KOH	0.35
Cetane index	45-55
Generator Controller Specification	
Key Features	Required/Not Required
Comprehensive synchronising & load-sharing capabilities	Required
Built in governor and AVR control	Required
Base load (kW export) control	Required
Positive & negative kVAR export control	Required
Mains (Utility) decoupling protection	Required
4-Line back-lit LCD text display	Required
Multiple Display Languages	Required
Five key menu navigation	Required
LCD alarm indication	Required
Heated display option available	Required
Customisable power-up text and images	Required
Communication network expansion compatibility	Required
Data logging & trending facility	Required
Advanced PLC editor	Required
Protections disable feature	Required
Fully configurable via PC using USB, RS232, RS485 & Ethernet communication	Required
Front panel configuration with PIN protection	Required
Screen power save mode	Required
3-phase generator sensing and protection	Required
Generator current and power monitoring (kW, kVAR, kVA, pf)	Required
kW and kVAR overload alarms	Required
Reverse power alarms	Required
Over current protection	Required
Unbalanced load protection	Required
Independent earth fault protection	Required
Breaker control via fascia buttons	Required

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Fuel and start outputs configurable when using CAN	Required
8 configurable DC outputs	Required
2 configurable volt-free relay outputs	Required
4 configurable analogue/digital inputs	Required
Built in sensors to support 0V to 10V & 4mA to 20mA	Required
12 configurable digital inputs	Required
Configurable 5 stage dummy load and load shedding outputs	Required
CAN, MPU and alternator frequency speed sensing in one variant	Required
Real time clock	Required
Manual and automatic fuel pump control	Required
Engine run-time scheduler	Required
Fuel usage monitor and low fuel level alarms	Required
Simultaneous use of all communication ports	Required
Remote SCADA monitoring via network software application(s)	Required
MODBUS RTU & TCP support with configurable MODBUS pages for integration into building management systems (BMS)	Required
Advanced SMS messaging (additional external modem required)	Required
Start & stop capability via SMS messaging	Required
3 configurable maintenance alarms	Required
Compatible with a wide range of CAN engines, including tier 4 engine support	Required
Power modes for when in parallel with the mains	Required
Redundant MSC communication wired to CAN ports	Required
True manual breaker control when in CAN mode	Required
Water in fuel digital input	Required
Fuel tank bund alarm digital input	Required
Separate ramp up and ramp down rates configurable via PLC	Required
Configurable CAN message time- outs	Required
In-built SNMP	Required
Configurable CAN transmit & receive	Required
Battery chargers network monitoring	Required
Persistent governor & AVR outputs	Required
Filter generator voltage display	Required
Filter bus voltage display	Required
Inhibit remote start	Required
Power & reactive power control	Required
Remote start on load demand	Required
Configurable engine icons	Required
Alternative load demand schemes	Required
Variable speed generator support	Required

SUPPLY, AND DELIVERY OF CONTAINERIZED MOBILE DIESEL GENERATORS AT CAPE TOWN INTERNATIONAL AIRPORT
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FUNCTIONALITY EVALUATION TABLE

No	Description	Total Points																
1	<p><u>Company/Service Provider Previous Experience</u></p> <p>Proven company experience in supply and delivery of containerized back-up diesel generators. <u>Required proof:</u> (Submit a minimum of 3 company reference letters and / or completion certificates, this must include the site where the project was completed and be on a client letterhead. This must also include telephone or cell phone numbers, and email address and contact names, start and end dates & the value for each project should also be provided)</p> <table><tr><td>More than 3 reference letters or completion certificates</td><td>3 reference letters or completion certificates</td><td>Less than 3 reference letters or completion certificates</td></tr><tr><td>40</td><td>30</td><td>0</td></tr></table> <p>The reference letters shall be for projects completed over the last 10 years. Reference letters for projects completed longer than 10 years ago shall not be considered as proof.</p>	More than 3 reference letters or completion certificates	3 reference letters or completion certificates	Less than 3 reference letters or completion certificates	40	30	0	40 points										
More than 3 reference letters or completion certificates	3 reference letters or completion certificates	Less than 3 reference letters or completion certificates																
40	30	0																
2	<p><u>Bidding Entity Shall Appoint a Project Manager</u></p> <p>The Bidder shall appoint a Project Manager who has successfully managed a minimum of two (02) Supply and Delivery Projects for Containerized Mobile Diesel Generators. <u>Required proof:</u> {(1) The site supervisor to have at least N6/Technical/National Diploma in electrical or mechanical engineering of which certified copies shall be attached, (2) A detailed site supervisor's CV with contactable references. CV to list all the relevant projects that the site supervisor has managed in the past, clearly highlighting the scope of the project and the capacity or involvement of the site supervisor on each specific project}</p> <p>Projects</p> <table><tr><td>More than two (02) successfully managed projects</td><td>A minimum of two (02) successfully managed projects</td><td>Less than two (02) successfully managed projects</td></tr><tr><td>15</td><td>10</td><td>0</td></tr></table> <p>Qualifications</p> <table><tr><td>National Diploma Electrical or higher</td><td>N6/Technical Diploma in Electrical</td><td>Less than N6/Technical Diploma in Electrical</td></tr><tr><td>15</td><td>10</td><td>0</td></tr></table>	More than two (02) successfully managed projects	A minimum of two (02) successfully managed projects	Less than two (02) successfully managed projects	15	10	0	National Diploma Electrical or higher	N6/Technical Diploma in Electrical	Less than N6/Technical Diploma in Electrical	15	10	0	30 points				
More than two (02) successfully managed projects	A minimum of two (02) successfully managed projects	Less than two (02) successfully managed projects																
15	10	0																
National Diploma Electrical or higher	N6/Technical Diploma in Electrical	Less than N6/Technical Diploma in Electrical																
15	10	0																
3	<p><u>Warranty Offered</u></p> <p>A service provider shall provide in writing commitment to the warranty offer for proposed containerized back-up diesel generators. <u>Required Proof:</u> (Attach a warranty commitment letter signed by the designated authority of the company for the supply and delivery of containerized mobile back-up diesel generators)</p> <table><tr><td>Machine/Major Part</td><td>More than 10 years</td><td>A minimum of 5 years</td><td>Less than 5 Years</td></tr><tr><td>Engine</td><td>10</td><td>5</td><td>0</td></tr><tr><td>Alternator/Generator</td><td>10</td><td>5</td><td>0</td></tr><tr><td>Radiator</td><td>10</td><td>5</td><td>0</td></tr></table>	Machine/Major Part	More than 10 years	A minimum of 5 years	Less than 5 Years	Engine	10	5	0	Alternator/Generator	10	5	0	Radiator	10	5	0	30 points
Machine/Major Part	More than 10 years	A minimum of 5 years	Less than 5 Years															
Engine	10	5	0															
Alternator/Generator	10	5	0															
Radiator	10	5	0															
TOTAL POINTS		100 Points																

SUPPLY, AND DELIVERY OF CONTAINERIZED MOBILE DIESEL GENERATORS AT CAPE TOWN INTERNATIONAL AIRPORT
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A bidder shall meet a minimum threshold of 65 points on the functionality evaluation to be eligible for further evaluation on Price and Preference.

PROJECT FILES, AS A MINIMUM, MUST INCLUDE THE FOLLOWING:

- DRAWINGS (PDF, Printed and laminated A2, AutoCAD)
- SCHEMATICS (PDF, Printed and laminated A2, AutoCAD)
- LAYOUTS (PDF, Printed and laminated A2, AutoCAD)
- GENERAL ARRANGEMENTS OF EQUIPMENT (PDF, Printed and laminated A2, AutoCAD)
- CERTIFICATION AND SIGN-OFF
- **NOTE#** 1 x hardcover file, and a soft copy.

PERMIT COSTS (Training Courses and Permit Issuing costs)

1. Training Courses

<u>ONLINE COURSES</u>	<u>COURSE COST EACH</u> <u>Excluding VAT</u>
SAFETY- Airside Induction (AIT INTIAL)	R2 103,60
SAFETY- Airside Induction Refresher (AIT Refresher)	R960,00
SAFETY- Airside Vehicle Operators Permit (AVOP)	R2 103,60
SAFETY- Airside Vehicle Operators Permit Refresher (AVOP)	R960,00
Aerodrome Emergency Preparedness	R5 240,40
Safety Management System (SMS)	R5 000,00
General Security Awareness (GSAT)	R960,00

2. Permit Issuing Costs

Personal Permit R 470/per person per year
Vehicle Permit R 700 / per vehicle per year

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PART 4: SITE INFORMATION

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SUPPLY, AND DELIVERY OF CONTAINERIZED MOBILE DIESEL GENERATORS AT CAPE TOWN INTERNATIONAL AIRPORT
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Part 4: Site Information

Core clause 11.2(16) states

“Site Information is information which:

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in.”

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

Description of the Site and its surroundings

General description

The general site is Cape Town International Airport (CTIA) managed by the Airports Company South Africa (ACSA).