



# NEC3 Engineering & Construction Contract

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

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

for

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**CONTRACT No.**

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## Part C1: Agreements & Contract Data

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER \_\_\_\_\_

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:

**RELOCATION OF HIGH MAST AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF THREE 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	<b>R</b>
Value Added Tax @ 15% is	<b>R</b>
The offered total of the amount due inclusive of VAT is	<b>R</b>
(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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option and secondary Options	<p><b>A: Priced contract with activity schedule</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X7: Delay damages</b></p> <p><b>X13: Performance Bond</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Engineering and Construction Contract, April 2013 (ECC3)	
10.1	The <i>Employer</i> is (Name):	<b>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</b>
	Address	<b>Registered office at OR Tambo International Airport</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Victor Mvalo</b>
	Address	<b>Airports Company South Africa O R Tambo International Airport ACSA Admin Building 3<sup>rd</sup> Floor North Wing Offices Kempton Park 1627</b>

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Tel

Fax

e-mail

10.1	The <i>Supervisor</i> is: (Name)	<b>Victor Mvalo</b>
	Address	<b>Airports Company South Africa O R Tambo International Airport ACSA Admin Building 3<sup>rd</sup> Floor North Wing Offices Kempton Park 1627</b>
	Tel No.	
	Fax No.	
	e-mail	
11.2(13)	The <i>works</i> are	<b>Relocation of high mast at O.R. Tambo International Airport for a period of three months</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Project delays – contract signing, material delivery, access to substation</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>OR Tambo International Airport</b>
11.2(16)	The Site Information is in	<b>Part 4: Site Information</b>
11.2(19)	The Works Information is in	<b>Part 3: Scope of Work and all documents and drawings to which it makes reference.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>1 week</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>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.</b>
<b>3</b>	<b>Time</b>	



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



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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:

**OR Tambo International Airport**

and which are available from:

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

60.1(13)	Assumed values for the ten year return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are:	<b>As stated in Annexure A to this Contract Data provided by the Employer.</b>
<b>7</b>	<b>Title</b>	<b>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.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<ol style="list-style-type: none"> <li><b>1. Project delays</b></li> <li><b>2. Unavailability of servitudes drawings</b></li> <li><b>3. Working on medium voltage apparatus</b></li> </ol>

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	<b>See Annexure D to this Contract Data provided by the Employer.</b>
84.1	The <i>Employer</i> provides these additional insurances	<b>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)</b>
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	<b>Total of the losses incurred and/or repairs to the damages caused.</b>
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	<b>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</b>
<b>9</b>	<b>Termination</b>	<b>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.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.</b>

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<b>11 Data for Option W1</b>		
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	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.
	- if the arbitration procedure does not state who selects an arbitrator, is	
<b>12 Data for secondary Option clauses</b>		
<b>X7</b>	<b>Delay damages (but not if Option X5 is also used)</b>	
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
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	10% of Contract value excluding VAT.
<b>X18</b>	<b>Limitation of liability</b>	
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:	<b>Total of the losses incurred and/or repairs to the damages caused</b>
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	<b>Total of the losses incurred and/or repairs to the damages caused</b>
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><b>The total of the losses incurred and/or repairs to the damages caused other than for the additional excluded matters.</b></p> <p><b>The <i>Contractor's</i> total liability for the additional excluded matters is not limited.</b></p> <p><b>The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for</b></p> <ul style="list-style-type: none"> <li>• Defects due to his design which arise before the Defects Certificate is issued,</li> <li>• Defects due to manufacture and fabrication outside the Site,</li> <li>• loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>• death of or injury to a person;</li> <li>• damage to third party property; and</li> <li>• infringement of an intellectual property right.</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>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.</b>
Z	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 to Z24 below.</b>

#### 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	<a href="mailto:duncan.stubbs@gmail.com">duncan.stubbs@gmail.com</a>	Thulamela Chambers
Adv. Arzhar Bham SC	<a href="mailto:bhamae@law.co.za">bhamae@law.co.za</a>	Victoria Mxenge
Adv. Mohhamed Chohan SC	<a href="mailto:chohann@counsel.co.za">chohann@counsel.co.za</a>	Group One
Adv. Benny Makola	<a href="mailto:benny.makola@gmail.com">benny.makola@gmail.com</a>	Group 621
Adv. Vincent Maleka SC	<a href="mailto:ivmaleka@mweb.co.za">ivmaleka@mweb.co.za</a>	Thulamela Chambers
Adv. Chris Loxton SC	<a href="mailto:loxton@counsel.co.za">loxton@counsel.co.za</a>	Group One

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### Annexure D: ACSA Insurance Clauses

INSURANCE CLAUSES FOR AIRSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

#### 1. Insurance Effected By The Employer (Principle Controlled Insurance ("PCI"))

1.1 Notwithstanding anything elsewhere contained in this Contract and without limiting the obligations, liabilities or responsibilities of the Contractor in anyway whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain for the duration of the construction and maintenance periods of the Contract - as appropriate in the joint names of the Employer, the Contractor and where relevant Sub-Contractors the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

##### a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

###### Section 1 Of The Policy – Contract Works

Contract Works Insurance for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warranties ;

###### Open Trench Limitation

In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.

Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and

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taxiways)

In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.

###### Section II of the Policy – Contractors Public Liability

Public Liability Insurance which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of R100,000,000 in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

###### Section III of the Policy – Removal Of Lateral Support Liability

Removal Of Lateral Support Liability which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original

cause

b. Contract Works SASRIA – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to R500,000,000 (Incl VAT) in the aggregate during the policy period of insurance.

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The Contract Works SASRIA policy wording can be obtained from the SASRIA website <http://www.sasria.co.za/> which notes the covers and policy exclusions.

c) Aviation Liability Insurance which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of R2,000,000,000 in respect of any one occurrence or series of occurrences consequent on or to one source or original cause.

This insurance is in respect of liability relating to aircrafts.

d) Design & Construct Professional Indemnity Insurance which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be \*R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.

\*The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

1. 2 The Contractor shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

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1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

Section 1 Of The Policy – Contract Works

In respect of all loss or damage R150,000 but increased to R250,000 in respect of loss or damage arising out of or in connection with testing and commissioning.

Section 2 Of The Policy – Contractors Public Liability

R75,000 each and every claim in respect of Property Damage.

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Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) Contract Works SASRIA

In respect of theft as a result of the SASRIA perils insured - R25,000 each and every occurrence .

c) Aviation Liability Insurance ;

In respect of each and every loss or damage or injury – R300 000.

d) Design & Construct Professional Indemnity Insurance

a) In respect of contracts under R50 million at award – R5,000,000.

b) In respect of contracts over R50 million at award – R10,000,000

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A" ).

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

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Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

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

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

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

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

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

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker).

(Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

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

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

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

authorisation of the Insurers.

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

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

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

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

## 2. Insurance Effected by the Contractor.

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

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

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

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

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

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

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

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In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim.

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

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

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

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.6 (a),(c) and (d) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

f) Public Liability insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).



g) Aviation Liability insurances in excess of the Employers Aviation Liability insurances as stated under clause 1.1(c).

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

i) Marine Cargo Insurance (If Applicable)

Cover : Imports of cargo, equipment, goods, plant, machinery and materials ("Insured Property") to the site where the Permanent Works will be constructed.

Sum Insured: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

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Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) Miscellaneous Insurance

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

2.3 In the event that the Contractor or his Sub-contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

2.4 Sub-Contractors.

The Contractor shall:

a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and

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b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

APPENDIX A

CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY

Send to : Airports Company South Africa

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E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

\* .....  
.....  
.....  
.....  
.....



.....  
\* (Please provide name of contracting company, site address, telephone numbers and e-mail address).

RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM

Date of loss : \_\_\_\_\_

Reported to site agent by : \_\_\_\_\_ Date : \_\_\_\_\_

Reported to Insurance Broker by : \_\_\_\_\_ Date : \_\_\_\_\_

Locality of Incident \_\_\_\_\_

How did the loss occur (cause) ? \_\_\_\_\_

Details and nature of loss or damage to Contract Works \_\_\_\_\_

Details of other property damaged \_\_\_\_\_

Names and address of witnesses \_\_\_\_\_

Estimated cost of repairs (Separate records of all costs must be kept) R \_\_\_\_\_

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Person whom assessor should contact \_\_\_\_\_

Telephone/Mobile Numbers Of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_

**Document.**

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER \_\_\_\_\_

RELOCATION OF HIGH MAST AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF THREE 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:  <b>ELECTRICAL TECHNICIAN</b>  1 Name: Job: Responsibilities: Qualifications: Experience:  <b>ARTISAN: INSTALLATION ELECTRICIAN</b>  2 Name: Job: Responsibilities: Qualifications: Experience:	

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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## RELOCATION OF HIGH MAST AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF THREE MONTHS

	<p><b>ELECTRICAL: TRADESMAN ASSISTANT</b></p> <p>3 Name:</p> <p>Job</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p> <p><b>SAFETY: SAFETY OFFICER</b></p> <p>4 Name:</p> <p>Job</p> <p>Responsibilities:</p> <p>Qualifications:</p> <p>Experience:</p>	CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	
11.2(14)	The following matters will be included in the Risk Register	
11.2(19)	The Works Information for the <i>Contractor's</i> design is in:	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	
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
<b>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
<b>C</b>	<b>Target contract with activity schedule</b>	

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
<b>D</b>	<b>Target contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	

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## RELOCATION OF HIGH MAST AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF THREE MONTHS

11.2(31)	The tendered total of the Prices is	<b>(in figures)</b>		
		<b>(in words), excluding VAT</b>		
<b>F</b>	<b>Management contract</b>			
20.2	Work which the <i>Contractor's</i> will do himself is	<b>Activity</b>	<b>price (lump sum or rate)</b>	
	<b>Data for Schedules of Cost Components</b>			
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
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:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.</b>  <b>Please insert another schedule if foreign resources may also be used</b>	<b>Category of employee</b>		<b>Hourly rate</b>

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## RELOCATION OF HIGH MAST AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF THREE MONTHS

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:			
	<b>If Option C, D or E is used</b>	<b>Data for Schedule of Cost Components</b>		
23 in SCC	The listed items of Equipment purchased for work on this contract, with an on cost charge, are:	<b>Equipment</b>	<b>Time related charge</b>	<b>Per (time period)</b>
24 in SCC	The rates of special Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
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  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates</b>  <b>Please insert another schedule if foreign resources may also be used</b>	<b>Category of employee</b>	<b>Hourly rate</b>	
52 in SCC	The percentage for manufacture and fabrication overheads is	%		
	<b>If Option C, D, or E is used</b>	<b>Data for both schedules of cost components</b>		

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## RELOCATION OF HIGH MAST AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF THREE MONTHS

61 in SCC & SSCC	The hourly rates for Defined Cost of design outside the Working Areas are  <b>Note: Hourly rates are estimated 'cost to company of the employee' and not selling rates.</b>  <b>Please insert another schedule if foreign resources may also be used</b>	<b>Category of employee</b>	<b>Hourly rate</b>	
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:			
	<b>If Option C, D or E is used</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSCC	The percentage for people overheads is:	%		
21 in SSCC	The published list of Equipment is the last edition of the list published by  The percentage for adjustment for Equipment in the published list is	%		
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>

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RELOCATION OF HIGH MAST AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF THREE MONTHS

## PART 2: PRICING DATA

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

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RELOCATION OF HIGH MAST AT O.R. TAMBO INTERNATIONAL AIRPORT FOR A PERIOD OF THREE MONTHS

## C2.1 Pricing assumptions: Option A

N/A

## C2.2 the *activity schedule*

### 1. ACTIVITY SCHEDULE

BOQ – RELOCATION OF HIGH MAST					
#	Description	Units	Qty.	Unit Cost	Total Cost
1.	<b>P's and G's</b>				
	a) Safety File	each	1		
	b) Induction	each			
	c) Employee Permits	each			
	d) Car Permits	each			
	e) PPE ie Reflective vest, boots etc	sum	1		
	f) Allowance for Restricted working hours	sum	1		
				<b>Sub Total A</b>	
2.	<b>Construction and material</b>				
	Relocation of high mast including new base and wiring.	sum	1		
	Relocation of 400v kiosk with new base	sum	1		
	Relocation of AGL kiosk with new base	sum	1		
	Trenching and backfill 80M	cbm	1		
	16MM 4 core armored cable X 30M	sum	1		
	AGL Primary cable X 80M	sum	1		

	Sleeves	sum	1		
					<b>Sub Total B</b>
					<b>Grand Total (A+B)</b>
	<b>Note: Transfer Grand Total for A+B as form of Offer Mandatory Requirement</b>				

ACSA, O.R. TAMBO INTERNATIONAL AIRPORT

**DESCRIPTION OF THE WORKS:** RELOCATION AND COMMISSIONING OF A HIGH MAST  
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

<b>Part 3: Scope of Work</b> .....	<b>1</b>
<b>C3.1: CONSTRUCTION scope</b> .....	<b>3</b>
<b>1 Description of the services</b> .....	<b>3</b>
1.1 Executive overview .....	3
<b>2 Specification and description of the services</b> .....	<b>3</b>
2.1 Scope of work .....	3
2.2 Specification .....	4
2.3 Applicable Standards .....	5
2.4 Human Resources and Testing Equipment .....	5
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<b>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.</b> .....	<b>6</b>
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<b>4 The conditions of contract</b> .....	<b>1</b>
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

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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

## **C3.1: CONSTRUCTION SCOPE**

### **1 Description of the services**

#### **1.1 Executive overview**

O.R Tambo International Airport (ORTIA) electrical network receives Lighting which includes high masts, these masts assist in lighting large areas for efficient visibility during the night on the aprons.

Due to the growth of number and size of flights some of the high masts tend to limit size of the flights to a certain parking bays, by relocating this high mast we will create a sufficient room for larger aircraft.

### **2 Specification and description of the services**

#### **2.1 Scope of work**

The *works* that the *Contractor* is to perform *involve* the Relocate and Commissioning of high mast and two kiosks at O.R. Tambo International Airport.

- a) Relocate high mast and two kiosks.
- b) Trenching and backfilling.
- c) Install feeder cables.
- d) Provide test results.
- e) Provide handover documents

## 2.2 Specification

- The contractor shall relocate high mast including two 400v kiosk and AGL.
- All material/spares supplied shall comply with all relevant local and international standards for performance and safety.
- The contractor shall perform all electrical and mechanical connections and ensure the high mast and AGL circuits are fully operational.
- The contractor shall supply and install a reinforced concrete plinth suitable for supporting the high mast.
- 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 supply comprehensive handover documents, including but not limited to operation and maintenance manuals, as-built drawings, and all other relevant documentation.
- The contractor shall be fully responsible for executing 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.
- 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).
- 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 or B. Tech in electrical engineering.
- Must have a minimum of 5 years' experience in installation, testing, commissioning, and maintenance.

### 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, and commissioning of high mast.

### c) Artisan: Tradesman assistant

- Must have AGL certificate.
- Must have a minimum of 5 years' experience in installation, testing, commissioning, maintenance and repairs AGL.



### 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 **56 points out of 100** must be achieved for the tender to pass functionality.

Description of Quality Criteria	WQ	Sub Criteria	*Max	Min
		Quality Score	Score	Score
Tenderer's Resource Proposal	70	Qualifications	40	22
		Years of experience in similar works (personnel)	30	18
References and Experience	30	Similarity in size of maintained facilities and company references.	30	16

#### QUALIFICATION

Personnel Evaluation Criteria	Measure	Minimum Points	Maximum Points
Attach certified copies of qualifications, not older than 3 months. These documents are compulsory and failure to submit will result in a zero-score allocated.			
Electrical Test Technician (Qualifications)	National Diploma S4/N6 (Electrical)	15	15
	< National Diploma S4/N6 (Electrical)	8	
Installation and construction specialist (Qualifications)	N. Dip + trade test certificate	15	15
	< N. Dip + trade test certificate	8	
Trademan Assistant	AGL training certificate + N2	10	10
	AGL training certificate	6	

**TOTAL: 40**

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**EXPERIENCE**

Personnel Evaluation Criteria	Measure	Minimum Points	Maximum Points
<b>Attach certified copies of qualifications, not older than 3 months. These documents are compulsory and failure to submit will result in a zero-score allocated.</b>			
Electrical Test Technician / Engineer	5 years installation/maintenance of high mast.	10	10
	< 5 years	6	
Installation and construction specialist	> 5 years installation/maintenance of high mast or more	10	10
	3 < years installation/maintenance of high mast < 5	6	
Tradesman Assistant	> 5 years in AGL maintenance	10	10
	3 < years in AGL maintenance < 5	6	

**TOTAL: 30**


**AIRPORTS COMPANY**  
 SOUTH AFRICA

Company Reference and Experience	Measure	Minimum Points	Maximum Points
<b>Attach completion certificates and contactable references otherwise a score of zero will be allocated.</b>			
Completed Maintenance/ Installation of high mast	3 or more maintenance / Installation projects	15	<b>15</b>
	2 maintenance/projects	8	
Completed Maintenance/ Installation of distribution boards	3 or more maintenance/Installation projects	15	<b>15</b>
	2 maintenance/Installation projects	8	

**TOTAL = 30**

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

- Must have a National Diploma or B. Tech in electrical engineering.
- Must have a minimum of 5 years' experience in installation and testing.

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 of high mast.

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 (ELECTRICAL: TRADESMAN ASSISTANT)**

- AGL Level 2.
- Must have a minimum of 5 years' experience in installation and testing of AGL.

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 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	