

NEC3 Engineering and Construction

Short Contract (ECSC3)

A contract between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**
Applicable at Cape Town International Airport
(Reg No. 1993/004149/30) CIA RFQ 71454

and 

for **MAINTENANCE OF STANDBY GENERATORS SYSTEMS
AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA) FOR
12 MONTHS**

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C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

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

MAINTENANCE OF STANDBY GENERATORS SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA) FOR A PERIOD OF 12 MONTHS.

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number (if applicable)

Acceptance

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

The terms of the Contract, are contained in:

Part 1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part 2 Pricing Data

Part 3 Scope of Work: Works Information

Part 4 Site Information

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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

Schedule of Deviations

Note:

1. To be completed by the Employer prior to award of contract. 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

C1.2 Contract Data

Data provided by the *Employer*

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited (reg no: 1993/004149/30), a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at Private Bag X9002 ACSA Southern Office Block Cape Town International Airport 7525
	Tel No.	021 937 1200
	Fax No.	
	E-mail address	Fulu.Rathogwa@airports.co.za
11.2(11)	The <i>works</i> are	MAINTENANCE OF STANDBY GENERATORS SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA) 12 MONTHS
11.2(13)	The Works Information is in	the document called 'Works Information' in Part 3 of this contract.
11.2(12)	The Site Information is in	the document called 'Site Information' in Part 4 of this contract.
11.2(12)	The <i>site</i> is	Cape Town International Airport
30.1	The <i>starting date</i> is.	From date of signatures from both parties
11.2(2)	The <i>completion date</i> is.	12 months after signing contract or practical completion
13.2	The <i>period for reply</i> is	3 days
40	The <i>defects date</i> is	10 weeks after Completion
41.3	The <i>defect correction period</i> is	2 weeks
50.1	The <i>assessment day</i> is the	25th of each month.
50.5	The <i>delay damages</i> are	R3000 per day
50.6	The retention is	5%
51.2	The interest rate on late payment is	0%

80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	R0
82.1	The <i>Employer</i> provides this insurance	R0
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>.
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R0 (Zero Rands)
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No
93.1	The <i>Adjudicator</i> is (Name)	<i>Either</i> State the name of the person selected & complete the contact details below <i>Or, state:</i> the person selected from the ICE-SA list of Adjudicators by the Party intending to refer a dispute to him. [ICE-SA is a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body]
	Address	Johannesburg, South Africa
	Tel No.	
	Fax No.	
	e-mail	
93.2(2)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body.
93.4	The <i>tribunal</i> is:	arbitration.
	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.
	The place where arbitration is to be held is	Cape Town South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (June 2005)¹ and the following additional conditions:

Z1

Z1.1

Z1.2

Z2

Z2.1

Z2.2

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

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

The tendering contractor is advised to read both the NEC3 Engineering and Construction Short Contract (June 2005) and the relevant parts of its Guidance Notes (ECSC3-GN)² in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 26 of the ECSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The Contractor is (Name): Address Tel No. Fax No. E-mail address	
63.2	The percentage for overheads and profit added to the Defined Cost for people is	10%
63.2	The percentage for overheads and profit added to other Defined Cost is	10%
11.2(9)	The Price List is in	the document called 'Price List' in Part 2 of this contract.
11.2(10)	The offered total of the Prices is [Enter the total of the Prices from the Price List]:	R[•] excluding VAT [in words] [•] excluding VAT

² Available from Engineering Contract Strategies Tel 011 803 3008, Fax 011 803 3009.

C1.3 INSURANCE

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

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

1. Insurance Effected By The Employer (Principle Controlled Insurance (“PCI”))

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

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

Section 1 Of The Policy – Contract Works

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

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

This insurance contains the following limitations and 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 taxiways)

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

Section II of the Policy – Contractors Public Liability

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

Section III of the Policy – Removal Of Lateral Support Liability

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

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

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

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

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

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

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

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

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

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
 - b) Supervision of the construction works usually undertaken by a building or engineering contractor.
- 1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.
- 1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.
- 1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

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

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

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

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

Section 1 Of The Policy – Contract Works

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

Section 2 Of The Policy – Contractors Public Liability

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

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) Contract Works SASRIA

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

c) Design & Construct Professional Indemnity Insurance

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

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

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

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

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

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

- b) Preserve damage and make it available for inspection by a representative of the Insurers.
- c) Wherever possible, photographs of damage should be taken.
- d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.
- e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.
- f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;
- g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

- h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.
- i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.
- j) **The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**
- k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.
- l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.
- m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.
- n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

2. Insurance Effected by the Contractor.

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

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

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

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

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

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

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

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

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

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

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.1 (a) and (c) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

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

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

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

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

h) Marine Cargo Insurance (If Applicable)

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

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

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

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

j) Miscellaneous Insurance

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

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

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

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

2.4 Sub-Contractors.

The Contractor shall:

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

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

APPENDIX A

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

Send to : Airports Company South Africa

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

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 _____

C2 Pricing Data

C2.1 Pricing assumptions

Following is further to Pricing Instructions provided in the tender document:

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

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

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

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

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

C2.2 Price List

Price must include all materials, labour, travel, overheads etc to complete the works.

Bill of Quantity (BOQ)

Bidder to complete the table below which will be used when claiming against the provisional amount for Spares. Note that the list is aimed to obtain rates for the spares and the values recorded must be valid from date of RFQ closure for the next 12 months.

Description	Unit	Unit Price	Qty	Total Price	Lead Time from date of request
Cummins Generator 1010kva					
• Oil	Liters				
• Temperature sensor	Each				
• Radiator Coolant	Liters				
• Oil Filters	Each				
• Fuel Filters	Each				
• Water jacket heater hoses	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Cummins Generator 1010kva					
• Oil	Liters				
• Temperature sensor	Each				
• Radiator Coolant	Liters				
• Oil Filters	Each				
• Water Jacket heater hoses	Each				
• Fuel Filters	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Caterpillar Generator 870kva					
• Oil	Liters				
• Temperature sensor	Each				
• Radiator Coolant	Liters				
• Oil Filters	Each				
• Water Jacket heater hoses	Each				
• Fuel Filters	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Cummins 1 Generator 625kva					
• Oil	Liters				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Filters	Liters				
• Water Jacket heater hoses	Each				
• Fuel Filters	Each				
• Water hoses	Each				

• Other					
• Other					
Sub-Total					
Cummins 2 Generator 630kva					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Filter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Cummins 3 Generator 630kva					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Filter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Cummins Generator 350kva					
• Oil	Each				
• Temperature	Liters				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Filter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Caterpillar Generator 500kva					
• Oil	Each				
• Temperature	Liters				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Filter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					

MEC Generator 300kva (19 Sub)					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Filter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
MEC Generator 300kva (01 Sub)					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Filter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-total					
Cummins Generator 630kva (Shell)					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Liter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-total					
Perkins Generator 550kva (Parkade 1)					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket Heater hoses	Each				
• Fuel Liter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-total					
Volvo Generator 250kva (Parkade 2)					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				

• Oil Fuel	Liters				
• Water Jacket Heater hoses	Each				
• Fuel Liter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Deutz Mobile Generator 80kva					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Liter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Caterpillar Mobile Generator 550kva					
• Oil	Each				
• Temperature	Each				
• Radiator Coolant	Liters				
• Oil Fuel	Liters				
• Water Jacket heater hoses	Each				
• Fuel Liter	Each				
• Water hoses	Each				
• Other					
• Other					
Sub-Total					
Maintenance free Batteries					
12V / SMF 101 Taper SMF 45 – Auto Batt / 102Ah / 710A(IEC)					
12V / 44Ah / 360A (EN) / S544.059.036					
Other spares required not mentioned	each				

Item no.	Item/ Service Description	Unit of Measure	Unit Price	Quantity
1	Preventative maintenance of generators, Alternators and Controls. Mechanical and Electrical maintenance requirements on the Generator, Alternator & Controls of the generating units. - The list and technical specifications of the units – Annexure A - The related service activities on the units – Annexure B All consumables, sundries, etc. – The price for maintenance is all inclusive for the required items (consumables, sundries, etc.) to do the maintenance as per the scope and Original Equipment Manufacturer (OEM) requirements. I.e., equipment; fuel, sealant, cleaning materials, copper slip, oil, oil filters, fuel filters, radiator coolant, ext. All work must be performed after operational hours. Any work that can be completed during operational hours must be approved by ACSA, providing it does not have any impact on the airport operations. The bidder must identify, based on the scope of work – the number of hours and resources, that will be required to perform the respective scope. Only proven actuals will be invoiced for which will be verified on various reporting documentation, like: • Daily sign-in registers (signed by both contractor and ACSA). • Service report cards per asset infrastructure • Holistic technical report on the work completed which will have the above daily documentation as portfolio of evidence – as annexures to the technical report. • Possible Resource – Engineer - labour hourly rate: ○ _____ hrs ○ R _____ ○ Total = hrs * rate = R _____ • Possible Resource – Technician - labour hourly rate: ○ _____ hrs ○ R _____ ○ Total = hrs * rate = R _____ • Possible Resource – Technical Assistant - labour hourly rate: ○ _____ hrs ○ R _____ ○ Total = hrs * rate = R _____ <i>Foot Note: The total of the sum will be transferred into the collective price for this line item.</i>	Each	R	1
2	Callouts, Repairs and Spares Callouts, ADHOC repairs and spares – An allocated value of R 70 000 is available to do additional ADHOC repairs not listed while maintenance is in progress. Access to the funding can be obtained by: • Authorization is obtained from the M&E line manager before any work is done, via an approved quotation that is submitted and signed off for approval. This line item makes provision for repairs and spares, using the following information which must be adhere to by the winning bidder. • The labour rates will be in accordance with the rates submitted in line-item number 1 as listed above under - Possible Resource. • Pricing of material required to attend to the callout or repair should be in alignment with the list of spares under Annexure D. • Should the required spares not be listed, the pricing should be market related and in agreement with the following: ○ A 10% mark-up on 3rd party spares: ○ 3rd party Spares: ○ Submit a quotation for ACSA's approval prior to the procurement of spares. ○ Original invoice of spares procured must be submitted together with the bidders' invoice. Note: Provision for a total monetary value of R70 000 is made available – which will be claimed for – using the information above. This provision is valid from date of PO release up until the provisional amount is depleted.	Each	R70 000	1
3	Defined Repairs on the Generators and Alternators Repairs on the standby generators – These repairs require electrical and mechanical expertise. All the labour and material needed to perform the repair activities should form part of one price and should be listed below. • Replace Engine belts that connects the radiator fans and alternators (both in a bad state). This needs to be addressed to ensure there is efficient transfer of rotational energy between the engine shaft to the radiator fan and alternator. Additionally, the radiator fan needs to be painted. Make provision for the complete painting and refurbishment of the fan. R _____ • Supply and install battery Safety Boxes on Generator 1 & 2 (safety in case of an explosion). This is done to ensure that the battery explosion particles and liquid are contained within a confined area and won't affect other equipment in the generator room resulting in fires or corrosion of surfaces by battery electrolyte. R _____ x2 = R _____ • Refurbish exhaust clamps and manifolds on both Generator 1 & 2. Signs of rust at the turbo area due to excessive heat. Also, the manifold shows signs of "leakage". R _____ x2 = R _____ • Replace tires, rims, and batteries on the lighting plants as the original issued with the equipment is of very low grade. A white epoxy rim with 165 / 70 / R13 tire will be sufficient. Battery type 12V / 44Ah / 360A (EN) / S544.059.036 Rims = R _____ x4 = R _____ Batteries = R _____ x2 = R _____ <i>Foot Note: The total of the sum will be transferred into the collective price for this line item. Only actuals will be claimed for – provided that each repair activity have a detailed technical report approved by ACSA as acceptance of the work.</i>	Each		1
PART 1 CIA RFQ 71454	Repairs on the Generators (Restore Synchronisation) • This line item aims to complete the holistic generator repairs which includes the following up to date: ○ the two-generator controllers have been replaced with new controllers DSE 8610 MKII Deep Sea Electronics ○ the redundant Mitsubishi PLC which was previously responsible for the generator synchronisation – was replaced by a dedicated synchronization controller DSE 8660 Deep Sea Electronics ○ referring to the electrical diagram in Annexure A, the generators must back up airport's operations via the essential side of the LV supply.	Each	C2.2 ECSC3 PRICE LIST	

Item no.	Description	Unit	Quantity	Price (Rands) Excluding VAT
1	Preliminary and General			
	Site Establishment and removal (office etc)	Sum	1	
	Provisional Sum: Permits and Medicals	Sum	1	10 000,00
	Safety File	Sum	1	
	Sub-Total 1			R
	Sub-Total 6			R
Total Excluding VAT (Add Sub-totals 1 to 3)				R
Contingency (10% of above Total)				R
TOTAL EXCLUDING VAT (This amount to be carried over to Form of Offer and Acceptance – C1.1)				R

C3: Scope of Work

C3.1 Works Information

The contractor will be responsible for the maintenance of all the Generators machine at cape town international airport. This work will include the fuelling of all the generator should the need be.

1. Description of the works

Cape Twon is required to maintain the electrical backup systems – standby generators to ensure compliance. The purpose of this tender will be to ensure that the equipment is maintained, Factors that are of vital importance is the status of the mechanical and electrical equipment. Repair maintenance will also have to be attended to, listed on page 41 of 64 of this document to ensure 100% compliance of these assets – standby generators.

Scope Overview

Working Hours for this project:

Most of the preparatory work can be done during the day.

Any work that requires switching off the supply must be done strictly after hour works (23.30 or after last flight – 4am), with the approval of the Electrical Department and notification to be sent out at least 7 working days prior to switching off.

Commencement of Project:

Project to commence after issue of PO and must be completed within 12months of start.

Summary of Project scope:

Scope of Works would include the following:

Weekly: Generator Service Checks

- Check generator room lightning and replace where required
- Ensure all warning and safety labels are in place
- Ensure all generator rooms are clean and free of dust, oil and fuel spills.
- Ensure generator and alternator are clean
- Clean out dust from AVR, VCP and exciter rotating diode compartments
- Inspect general condition of all generator hoses
- Check operation of water jacket heaters, water pumps and controls
- Check condition of all batteries and provide ACSA with a battery test report printout.
- Ensure batteries are clean and terminals are sealed with anti-corrosion spray
- Inspect all electrical cables and control panels for compliance to SANS 10142
- Check fuel pump operation and controls.
- Check fuel line shut of valve. Make sure valves are operating freely.
- Check radiator water levels and condition of radiator, fuel switches and actuators.
- Check all alarms circuits (high temperature, low oil pressure, overspeed, low fuel warning, etc.)
- Check safety circuit and make sure that all safety circuits are in operation
- Inspect and maintain fuel levels above the three-quarter full mark.
- Check Fire extinguisher condition and expiry dates
- Check generator room PPE condition and inventory (Hearing protection, eye shields and aprons)

- Check overall conditions of generating plant
- Conduct weekly generator test runs as per 4.9.3.1. (For at least 10 minutes)
- Record generators start up readings (Load, Hertz, voltage, amps per phase and temperature)
- Check all other instruments.
- Complete weekly maintenance works orders for the generators. .
- Fuel level report on excel format

Monthly: Generator Preventative Maintenance

- Test generator safety circuits
- Test generator load sharing ability
- Test generator automatic backup facility
- Test generator fuel delivery system
- Test generator bulk fuel tank delivery system
- Check and clean ventilation louvers
- Check and clean radiator cores, stop solenoid and governor.
- Check fuel injector and check injection pump timing as applicable.
- Provide test reports and highlight problems.
- Do individual battery load test.
- Top up cells with distilled water
- Measure and record battery voltages
- Check battery charging system and loose connections.
- Check indication lamps on battery charger and replace if required.
- Test Alternator flywheel pickup
- Check if diesel fuel shut of valves are in working order.
- Test PLC I/O from generator control panel
- Test PLC I/O from generator control breakers
- Test PLC I/O from Automatic Bus Couplers
- Test PLC I/O from incomer change over breakers.
- Test PLC I/O redundant software protection
- Maintenance of the changeover circuit including the 400V breaker
- Online monitoring of PLC system with power failure simulation
- Test alternator sensing I/O to GENCOM 11 sensing system.
- Test signals to and from GENCOM 11 IOB cards at cubicles
- Service air cleaner and engine breather filters
- Check condition and tightness of fan belt.
- Adjust tappets if necessary.
- Clean diesel machines
- Check fuel injector and check injection pump timing as applicable.
- Check turbo charger.
- Check all water hoses for tightness and cracks.
- Check engine mountings.
- Check exhaust silencer and pipes.
- Check if diesel fuel shut of valves are in working order.
- Supply and topping of fuel on the generator tank when necessary (when the tank is on 75%)

Monthly: Generator Essential Audit Test (No cost to ACSA)

- To test generator response to loss of primary power
- Test each diesel generator on load for minimum of 15 minutes and record the following:
 - Change over time between simulated mains failure shut down and generator supply restoration (indicative value less or equal to 15 seconds for AGL systems)
 - Engine oil pressure

- Dynamo charging readings.
- Observe operation of engine unit on load
- Note condition of exhausted smoke line breather fumes
- Note any oil and fuel leaks.
- Take results of all relevant readings
- Provide test reports and highlight problems.
- Provide a report on the overall performance of the generators within 24 hours after the audit.

Annual: Generator Service

- Start and run unit in manual until warm
- Isolate unit
- Drain lubricating oil and replenish
- Replace oil and fuels filters
- Remove and inspect air cleaner element (replace if necessary)
- Remove and check primary fuel/water separator filter (replace if necessary)
- Grease AC alternator bearings (if applicable)
- Check V-belt condition
- Check for hardened or perished cooling system hoses
- Check radiator core for cleanliness, flush radiator, and refill with coolant conditioner additives (not applicable to air/oil engines)
- Clean battery terminals, seal with anti-corrosion spray and check status of battery indicator or water levels
- Check Operation of jacket water heater and condition of hoses
- Select auto position and isolate utility supply and observe for changeover and load acceptance.
- Re-in state utility supply and observe for changeover, cool down and shut down cycle.
- Clean engine and Alternator
- Report faults requiring attention
- Check radiator matrix for dirt build up and condition of pressure cap
- Change oil filter
- Change air filter
- Change fuel filter.
- Change oil.
- Flush coolant system, refill with fresh water and inhibitor to correct quantity.
- Take sample of fuel from bottom of bulk tank and primary filter for check against contamination
- Check level of bulk fuel tank; fill up to full mark to avoid condensation. Take sample for analysis.
- Filtration of fuel for moisture and any contaminant (Conditional upon heavy rains)
- Dangerous goods certificate for the bouser
- Servicing of the changeover circuit including the 400V breaker

Table of all Generators at Cape Town International Airport

Scope of Works would include the following:

Weekly: Generator Service Checks

- Check generator room lightning and replace where required
- Ensure all warning and safety labels are in place
- Ensure all generator rooms are clean and free of dust, oil and fuel spills.
- Ensure generator and alternator are clean
- Clean out dust from AVR, VCP and exciter rotating diode compartments

- Inspect general condition of all generator hoses
- Check operation of water jacket heaters, water pumps and controls
- Check condition of all batteries and provide ACSA with a battery test report printout.
- Ensure batteries are clean and terminals are sealed with anti-corrosion spray
- Inspect all electrical cables and control panels for compliance to SANS 10142
- Check fuel pump operation and controls.
- Check fuel line shut of valve. Make sure valves are operating freely.
- Check radiator water levels and condition of radiator, fuel switches and actuators.
- Check all alarms circuits (high temperature, low oil pressure, overspeed, low fuel warning, etc.)
- Check safety circuit and make sure that all safety circuits are in operation
- Inspect and maintain fuel levels above the three-quarter full mark.
- Check Fire extinguisher condition and expiry dates
- Check generator room PPE condition and inventory (Hearing protection, eye shields and aprons)
- Check overall conditions of generating plant
- Conduct weekly generator test runs as per 4.9.3.1. (For at least 10 minutes)
- Record generators start up readings (Load, Hertz, voltage, amps per phase and temperature)
- Check all other instruments.
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- Test generator automatic backup facility
- Test generator fuel delivery system
- Test generator bulk fuel tank delivery system
- Check and clean ventilation louvers
- Check and clean radiator cores, stop solenoid and governor.
- Check fuel injector and check injection pump timing as applicable.
- Provide test reports and highlight problems.
- Do individual battery load test.
- Top up cells with distilled water
- Measure and record battery voltages
- Check battery charging system and loose connections.
- Check indication lamps on battery charger and replace if required.
- Test Alternator flywheel pickup
- Check if diesel fuel shut of valves are in working order.

- Test PLC I/O from generator control panel
- Test PLC I/O from generator control breakers
- Test PLC I/O from Automatic Bus Couplers
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- Maintenance of the changeover circuit including the 400V breaker
- Online monitoring of PLC system with power failure simulation
- Test alternator sensing I/O to GENCOM 11 sensing system.
- Test signals to and from GENCOM 11 IOB cards at cubicles
- Service air cleaner and engine breather filters
- Check condition and tightness of fan belt.
- Adjust tappets if necessary.
- Clean diesel machines
- Check fuel injector and check injection pump timing as applicable.
- Check turbo charger.
- Check all water hoses for tightness and cracks.
- Check engine mountings.
- Check exhaust silencer and pipes.
- Check if diesel fuel shut off valves are in working order.
- Supply and topping of fuel on the generator tank when necessary (when the tank is on 75%)

Monthly: Generator Essential Audit Test (No cost to ACSA)

- To test generator response to loss of primary power
- Test each diesel generator on load for minimum of 15 minutes and record the following:
 - Change over time between simulated mains failure shut down and generator supply restoration (indicative value less or equal to 15 seconds for AGL systems)
 - Engine oil pressure
 - Dynamo charging readings.
 - Observe operation of engine unit on load
 - Note condition of exhausted smoke line breather fumes
 - Note any oil and fuel leaks.
- Take results of all relevant readings
- Provide test reports and highlight problems.
- Provide a report on the overall performance of the generators within 24 hours after the audit.

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- Isolate unit
- Drain lubricating oil and replenish
- Replace oil and fuels filters
- Remove and inspect air cleaner element (replace if necessary)
- Remove and check primary fuel/water separator filter (replace if necessary)
- Grease AC alternator bearings (if applicable)
- Check V-belt condition
- Check for hardened or perished cooling system hoses
- Check radiator core for cleanliness, flush radiator, and refill with coolant conditioner additives (not applicable to air/oil engines)
- Clean battery terminals, seal with anti-corrosion spray and check status of battery indicator or water levels
- Check Operation of jacket water heater and condition of hoses
- Select auto position and isolate utility supply and observe for changeover and load acceptance.
- Re-in state utility supply and observe for changeover, cool down and shut down cycle.
- Clean engine and Alternator
- Report faults requiring attention
- Check radiator matrix for dirt build up and condition of pressure cap
- Change oil filter
- Change air filter
- Change fuel filter.
- Change oil.
- Flush coolant system, refill with fresh water and inhibitor to correct quantity.
- Take sample of fuel from bottom of bulk tank and primary filter for check against contamination
- Check level of bulk fuel tank; fill up to full mark to avoid condensation. Take sample for analysis.
- Filtration of fuel for moisture and any contaminant (Conditional upon heavy rains)
- Dangerous goods certificate for the bouser
- Servicing of the changeover circuit including the 400V breaker

Table of all Generators at Cape Town International Airport

MAKE	KVA	RUNNING HOURS	AREA SUPPLIED	FUEL STORAGE CAPACITY(Lt.)
Cummins	1010	71	North 2 Terminals	2200
Cummins	1010	68	North 1 Terminals	2200
Caterpillar	870	62	North 3 Terminals	2200
Generator South	1010	60	South Terminals	2200
Cummins 1	625	35	Airside	5500
Cummins 2	630	35	Airside	5500
Cummins	350	87	Int. Retail Shops	1000
Caterpillar	500	290	International T2	1500
Cummins 3	630	35	Airside	5500
MEC	300	91	Sub 01 Airside	1000
MEC	300	62	Sub 19 Airside	1000
Cummins	630	400	Shell, T5 + SOB	1000
Perkins	550	121	Parkade 1	1500
Volvo	250	105	Parkade 2	250
Deutz Mobile	80	80	General	100
Caterpillar Mobile	550	10	General	1000

KEY PERSONNEL

- The Key Personnel are Project Manager, Electrician and Safety ORHVS Responsible Person.
- Comprehensive CVs and supporting information/documentation must be provided.

Requirements	Electrician	Safety ORHVS Responsible Person
Minimum Qualification	N2 Electrical with Trade Test	ORHVS Certification as Responsible Person
Minimum Relevant Experience	3-5 years	1-3 years
Other		This resource must be always on site.

DETAILED DESIGN REQUIREMENTS

Site Conditions

General

2. Drawings

Drawing number	Revision	Title

3. Specifications

Maintenance of the standby-generator system for a period of 12 months at CTIA

Title	Date or revision	Tick if publicly available
<u>General Specifications:</u>		
Health and Safety requirements	Latest	√
Environmental requirements	Latest	√
Site regulations and access control	Latest	√
<u>Technical specifications:</u>		
IEC 62271-1: Specifications High-voltage switchgear	Latest	√
IEC 62271-100: Alternating-current circuit-breakers	Latest	√
IEC 62271-102: Alternating current disconnectors earthing switches	Latest	√
IEC 62271-103: High-voltage switches	Latest	√
IEC 62271-105: Switch-fuse co-operation	Latest	√
IEC 62271-200: Arc fault and switchgear	Latest	√
IEC 60529: Degrees of protection provided by enclosures	Latest	√
SANS 10142-1 & 2: Installation of Medium Voltage Systems	Latest	√

4. Constraints on how the *Contractor* Provides the Works

- While most of the preparatory work can be done during the day, it is important to note that some work will be done strictly during the night.
- Any work that requires switching off the supply must be done strictly after hour works (23.30 or after last flight – 4am), with the approval of the Electrical Department and notification to be sent out at least 7 working days prior to switching off.
- Need to get approval from Operations and Account Managers
- Inability to work during night hours due to safety risk of low lighting weather conditions and security risk of theft.

4.1 Meetings

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

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on last Thursday of every month at 14H00	Power and lighting offices	Employer and Contractor.
Overall contract progress and feedback	Bi-Monthly Tuesday at 14H00	Power and lighting offices	Employer and Contractor

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

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

4.2 Use of standard forms

All NEC standard forms documents are applicable.

4.3 Invoicing and payment

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

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

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number 4930138393;
- The total Price for Work Done to Date which the *Contractor* has completed;
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;

- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;

Within 7 days after work completion, the Service Provider shall deliver original invoices to the Company in respect of the Services.

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

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

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

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

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

4.4 Records of Defined Cost

Daily records

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

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

Monthly reports

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

1. Maintenance report
2. Adhoc work report
5. CoC certificate where is required

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

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

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

Format of communications

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

Incidents and Events Reports

In the event of any incident occurrence, the contractor shall conduct RCA (root cause analysis) for incidents and events encountered on the infrastructure and submit a detail technical incident report within 48hrs.

4.5 BBBEE and preferencing scheme

1-4 BEE

4.6 Facilities to be provided by the *Contractor*.

NOT APPLICABLE

4.7 Title to material from excavation and demolition

NOT APPLICABLE

4.8 Design by the *Contractor*

The contractor is to provide Employer with all designs and details of any changes done onsite in technical document and technical drawing format. The contractor design is to comply with applicable standards as listed above and issue CoC where applicable.

5. Requirements for the programme

The contractor is to provide to the employer, a project program with timelines. The Contractor's plan for the service will inform both the employer and service manager the contractor's detailed intention on how the contractor will provide the service. The plan shall consist of working methods as well as details of the resources, including the equipment the contractor intends to use.

6. Services and other things provided by the *Employer*

The Contractor shall provide everything else necessary for Providing the Service.

Item	Date by which it will be provided

C4: Site Information

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

1. Access limitations

The contractor access is limited to areas as prescribed by the employer and permit access is required. Unauthorised entry into substations is not allowed.

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

Earthworks are included in the Scope of Work and the ground shall be reinstated to the same conditions as prior to commencement of work.

3. Hidden and other services within the *site*

Existing services underground will not be tampered with and care must be taken in order to preserve those services. Any damages by the contractor to any existing services will be repaired at the cost to the contractor.

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

The contractor is to conduct works in Terminal 1 Substation. "As built" drawings and single line diagrams will be provided.

5. Site Conditions

N/A