

PACIFIC AVIATION INVESTMENT PROGRAM

TONGA AVIATION INVESTMENT PROJECT

PROCUREMENT OF AIR TRAFFIC CONTROL (ATC) EQUIPMENT FOR THE NEW ATC TOWER BUILDING

FUA'AMOTU INTERNATIONAL AIRPORT, TONGA

CONTRACT REF: TAL/ICBG/A-A42.2

30 January 2019

ADDENDUM NO. 3

The PAIP TFSU now issues this ADDENDUM NO. 3 to the bidding documents released 20<sup>th</sup> November 2018 for the above named tender.

Reference to bidding document	Original Wording	Addendum
Section VIII. General Conditions of Contract Clause GCC 20.3		to add in Section IX. Special Conditions of Contract under GCC 20.3 the following new sub-clause (e): <i>"is required to be disclosed due to a legal, judicial, statutory or regulatory requirement, provided the party making disclosure notifies the other party prior to such disclosure."</i>
Section VIII. General Conditions of Contract, Clause 32.1	32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.	Amend the clause by means of amending Section IX. Special Conditions of Contract under GCC 32.1 as follows:  <i>The Supplier shall not be in default of its obligations under this Contract and shall not be liable for delay, breach of contract, forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</i>

<p>Section VIII. General Conditions of Contract, Clause 32.2</p>	<p>32.2 For purposes of this Clause, —Force Majeurell means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p>	<p>Amend the clause by means of amending Section IX. Special Conditions of Contract under GCC 32.2 as follows:</p> <p><i>For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, natural disasters, epidemics, quarantine restrictions, and freight embargoes.</i></p>
<p>Section VIII. General Conditions of Contract Clause GCC 33.2</p>		<p>Amend the clause by means of amending Section IX. Special Conditions of Contract under GCC 33.2 as follows:</p> <p><i>“ The Supplier shall be under no obligation to carry out any change to the scope of the Contract ordered by the Purchaser pursuant to this clause 33 unless and until the parties have agreed upon the relevant adjustment to the Contract Price.”</i></p>
<p>Section IX. Special Conditions of Contract, GCC 28.3</p>	<p>The period of validity of the Warranty shall be 12 months. For purposes of the Warranty, the place of final destination shall be: Fua’amotu International Airport.</p> <p>GCC 28.3 - In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable</p>	<p>Delete (b). The amended clause is as follows:</p> <p>The period of validity of the Warranty shall be 12 months. For purposes of the Warranty, the place of final destination shall be: Fua’amotu International Airport.</p> <p>GCC 28.3 - In partial modification of the provisions, the warranty period shall be 12 months from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the</p>

	<p>to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or</p> <p>(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1% per week GCC</p>	<p>Supplier shall, at its discretion, make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.</p>
<p>Section IX. Special Conditions of Contract, GCC 39.1</p>	<p>The maximum percentage by which quantities may be increased/ decreased is: 10%</p>	<p>The maximum percentage by which quantities may be increased/ decreased is: 10%</p> <p>The Purchaser reserves the right to decrease a number of items procured by 2 items per lot maximum.</p>
<p>Section 6 Scope of Supply: LOT 3 – Onsite Communications and Services</p>	<p>6.1.12 The network shall be interoperate with, and connected to, the cross-site fibre network described in section 4.21 below.</p> <p>6.5.9 The data from the ADS-B system shall be routed to the same termination point as was used in the old Control Tower building. This will need to use the new fiber optic supported cross-site data link required under para 4.21 above.</p>	<p>6.1.12 The network shall be interoperate with, and connected to, the cross-site fibre network described in section 6.2 below.</p> <p>6.5.9 The data from the ADS-B system shall be routed to the same termination point as was used in the old Control Tower building. This will need to use the new fiber optic supported cross-site data link required under para 6.2 above.</p>

<p>Technical Specifications 3 Relevant Standards</p>	<p>3.6.2 Warranty and Technical Assistance</p> <p>e) With the exception of the VHF Air-Ground-Air (AGA) communications system, at least 99.7% full functioning availability of equipment/systems for a single calendar year of operations (i.e. 364 days out of 365 days of operations) shall be guaranteed by the Supplier within the warranty period. In the event the equipment/system supplied has been malfunctioning for more than five percent (0.3%) of one single year of the warranty period, i.e. more than 1 day in one single year, the Supplier shall extend the warranty period up to six times of the time the equipment/system were malfunctioning.</p>	<p>3.6.2 Warranty and Technical Assistance</p> <p>e) With the exception of the VHF Air-Ground-Air (AGA) communications system, at least 99.7% full functioning availability of equipment/systems for a single calendar year of operations (i.e. 364 days out of 365 days of operations) shall be guaranteed by the Supplier within the warranty period. In the event the equipment/system supplied has been malfunctioning for more than zero point three percent (0.3%) of one single year of the warranty period, i.e. more than 1 day in one single year, the Supplier shall extend the warranty period up to six times of the time the equipment/system were malfunctioning.</p>
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Others remain unchanged.