AIRPORTS COMPANY
SOUTH AFRICA

MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEM AT AIRPORTS COMPANY SOUTH AFRICA: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT FOR A PERIOD OF 60 MONTHS

RFP number: COR 10931/2026/RFP

Contract Number:

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TENDERER'S DETAILS

1.	NAME OF TENDERER (BIDDING ENTITY)	(FULL NAME, i.e. (CC, (Pty) Ltd, Ltd, JV, SOLE PROPRIETOR etc.)
2.	TEL NUMBER	
3.	FAX NUMBER	
4.	EMAIL	
5.	NAME of CONTACT	
6.	National Treasury CSD Registration Number	MAAA

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RFP NUMBER: COR8218/2026/RFP: MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA AIRPORTS: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT FOR A PERIOD OF 60 MONTHS

Contents

The Tender	
Part T1: Tendering procedures	
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2: Returnable documents	
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Forms of Sureties
C1.4	Insurance Schedule
C1.5	Occupational Health and Safety Agreement
C1.6	ACSA Terms and Conditions of Bid
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	Pricing Schedule
Part C3: Scope of Work	
C3	Service Information
	Pro Forma Task Order
Part C4: Site information	
C4	Site Information

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SOUTH AFRICA

C1.1 Forms of Offer and Acceptance

Offer
The employer, identified in the acceptance signature block, wishes to enter into a contract for the

MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA: UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT FOR A PERIOD OF 60 MONTHS

The Contractor, identified in the offer signature block, has examined this document and addenda hereto as listed in the schedules, and by submitting this offer has accepted the conditions thereof.

By the representative of the Contractor, deemed to be duly authorised, signing this part of this form of offer and acceptance, the Contractor offers to perform all 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	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

(The above amount should be calculated as per the guide provided in the Pricing Data [Total E]. In the event of any conflict between the amount above and the Pricing Data [Total E], the former shall prevail.)

for the Contractor

Signature . . . . . Date . . . . . .

Name . . . . . Capacity . . . . . .

(Name and address of organisation) . . . . . .

. . . . . .

. . . . . .

Name and signature of witness . . . . . signature . . . . . .

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 to the Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder becomes the party named as the Contractor in the conditions of contract identified in the contract data.

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Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the Contractor'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 Contractor's offer shall form an agreement between the employer and the Contractor 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 agreement)
Part C2: Pricing data and Price List
Part C3: Service information.
Part C4: Site information
and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Contractor shall within two weeks after 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 bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (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.

for the Employer

Signature . . . . . Date . . . .

Name . . . . . Capacity . . . . . .

Airports Company South Africa SOC Limited
Western Precinct, Aviation Park,
O.R. Tambo International Airport,
1 Jones Road, Kempton Park,
Gauteng, South Africa,
1632

Name of witness . . . . . signature . . . . . .

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Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

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. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

By the duly authorised representatives signing this agreement, the employer and the Contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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SOUTH AFRICA

C1.2 Contract Data

Precedence in interpretation of the contract:

In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Fifth, the additional conditions of contract under these Z clauses

Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

The General Conditions of Contract comprise the NEC3 Term Service Contract, April 2013, published by the NEC, and the following “Particular Conditions”, which include amendments and additions to such General Conditions.

The following Particular Conditions amplify the General Conditions of Contract and highlight areas in that document that require specific attention.

Wherein in the contract it is stated no contract data is required accordingly the *conditions of contract* remain unaltered as per NEC3 Term Service Contract, April 2013.

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C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: **Priced contract with price list**
	dispute resolution Option:	**W1:** **Dispute resolution procedure**
		X1: **Price Adjustment for inflation**
	and secondary Options:	**X2:** **Changes in the law**
		X17: **Low service damages**
		X18: **Limitation of Liability (as amended in Option Z)**
		X19: **Task Order**
		X20: **Key performance indicators**
		Z: **Additional conditions of contract of the NEC3 Term Service Contract (April 2013)**
10.1	The *Employer* is:	**Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Registered office at Airports Company South Africa (ACSA) SOC, Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632**
	Tel No.	**011 723 1400**
10.1	The *Service Manager* are:	**TBD**

11.2(1)	The *Accepted Plan* is	**Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.**
11.2(2)	The *Affected Properties* are	**Airports Company South Africa SOC Limited sites:** **George Airport** **Upington International Airport** **Kimberley Airport**
11.2(13)	The *service* is	**MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT FOR A PERIOD OF 60 MONTHS, AS MORE FULLY SET OUT IN SECTION C3 *SERVICE INFORMATION*.**
11.2(14)	The following matters will be included in the Risk Register	**1. Access to Site** **2. Spare Parts Management** **3. Technical Competency** **4. Service Level Agreement - Refer to Annex E for more detail.** **5. Health and Safety hazards** **6. Financial risks**
11.2(15)	The *Service Information* is in	**Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference**
12.2	The *law of the contract* is the law of	**The Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**Three (3) working days**
2	**The Contractor's main responsibilities**	**Detailed in Part C3 (Service Information)**
21.1	The *Contractor* submits a first plan for acceptance within	**Two (2) weeks from the date of commencement for ACSA approval and acceptance**
3	**Time**	
30.1	The *starting date* is	**Upon signing of the contract by both parties**

AIRPORTS COMPANY SOUTH AFRICA

30.2	The *Service Period* is	**Sixty months (60) Months after signing of the contract by ACSA or when the amount in the Form of Offer has been expended in full, whichever occurs first**
4	**Testing and Defects**	**No data is required for this section of the *conditions of contract***
42.2	The defects date is	**Six (6) months after Completion of the whole of the works**
43.1	The defects correction period is	**Seven (7) days**
5	**Payment**	
50.1	The *assessment interval* is on the	**15th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	**Thirty (30) days after receipt of a valid tax invoice**
51.4	The *interest rate* is	**The prime lending rate of the Nedbank Bank, as determined from time to time.**
6	**Compensation events**	**No data is required for this section of the *conditions of contract.***
7	**Use of Equipment Plant and Materials**	**No data is required for this section of the *conditions of contract.***
8	**Risks and insurance**	
83.1	The *Employer* provides these insurances from the Insurance Table	**(i) Insurance against loss of or damage to the *services*, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and** **(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the *services*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with the contract.** **Note: 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 C1.5 to the *contract* ("the Insurance Schedule").**

AIRPORTS COMPANY SOUTH AFRICA

83.1	The *Contractor* provides these additional insurances	**Professional Indemnity Insurance** **Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the *contract*.**
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	**Refer to section C1.5 Insurance Schedule**
83.1	The *Employer* provides these insurances from the Insurance Table	**Refer to section C1.5 Insurance Schedule**
83.1	The *Employer* provides these additional insurances	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the *Employer* is:	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service for any one event is:	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act.**
9	**Termination**	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	**Data for main Option clause**	
A	**Priced contract with price list**	**as detailed in Part C2**
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than:	**4 weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**The person appointed jointly by the parties from the list of adjudicators contained below**

AIRPORTS COMPANY SOUTH AFRICA

W1.2(3)	The *Adjudicator nominating body* is:	**The current Chairman of Johannesburg Advocate's Bar Council**
W1.4	The *tribunal* is:	**arbitration**
W1.4	The *arbitration procedure* is	**The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body**
W1.4	The place where arbitration is to be held is	**Johannesburg, South Africa**
W1.4	The person or organization who will choose an arbitrator	**The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.**
12	**Data for secondary Option**	
X1	**Price Adjustment for inflation**	**The index referred to in this clause shall be deemed to refer to the CPI index on the *starting date*. Price adjustment for inflation shall only take place on contract anniversary**
X2	**Changes in the law**	**No data is required for this secondary Option**

X7	**Delay Damage**	
	Delay damages of the *service* is	amount per day is 0.5%, to the maximum of 10% of the Contract value
X17	**Low service damages**	**As per the Service Information (C3) – Annex I section 6**
X17.1	The *service level table* is in	**The Service Information, Annex I**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**The Total Liability Incurred and/or Damages suffered to the Employer's Property**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**The Total Liability Incurred and/or Damages suffered to the Employer's Property**

AIRPORTS COMPANY SOUTH AFRICA

X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.** **The excluded matters are amounts payable by the Contractor as stated in this contract for:** - **Loss of or damage to the Employer's property,** - **Defects liability,** - **Insurance liability to the extent of the Contractor's risks** - **death of or injury to a person;** **infringement of an intellectual property right**
X18.5	The *end of liability date* is	**52 weeks after the end of the service period.**
X19	**Task Order**	**No data is required for this section of the conditions of contract.**
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**5 days of receiving the Task Order**
X 20.1	The incentive schedule for Key Performance Indicators is in	**As per the Service Information (C3) – Annex I section 7**
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	**One (1) month**

AIRPORTS COMPANY SOUTH AFRICA

Z	**The *additional conditions of contract* are**	
	AMENDMENTS TO THE CORE CLAUSES	
Z1	**Interpretation of the law**	
Z1.1	**Add to core clause 12.3:** Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, 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.	
Z2 **Z2.1**	**Providing the Service: Delete core clause 20.1 and replace with the following:** The *Contractor* provides the *service* in accordance with the *Service* Information and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.	
Z3.	**Other responsibilities: add the following at the end of core clause 27:**	
Z3.1	The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date*.	
Z3.2	The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service* Information or notified by the *Service Manager*. Any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.	
Z4.	**Termination**	
Z4.1	**Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings".	
Z5	**Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:**	
Z5.1	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: • Firstly, the Service information (C3) and Annexes thereto shall prevail; • Secondly the Contract Data (C1.2) and Conditions of Contract; • Thirdly the General Conditions of Contract; • Fourthly the Pricing data; • Fifth, the additional conditions of contract under these Z clauses • Lastly any schedules, drawings and other documents included with this agreement.	
Z5.2	The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the *price list* or any delay to the end of the *service period*.	
Z6	**Payment: Add the following at the end of core clause 51:** **51.5** The *Employer* does not pay interest to the *Contractor* on a late payment resulting from the *Contractor's* failure to provide the *Employer* with a correctly rendered VAT invoice within the period stated in clause 51.1 above. **51.5** The *Employer* is entitled to deduct from or set off against any money due to the *Contractor* • any sum due to the *Employer* from the *Contractor* or • any amount for which the *Contractor* is liable to pay to the *Employe*r (whether liquidated or otherwise) arising under this contract.	

AIRPORTS COMPANY SOUTH AFRICA

	AMENDMENTS TO THE SECONDARY OPTION CLAUSES
Z7.	**Changes in Law: Add the following clause to secondary option X2 as X2.2:**
Z7.1	A change in law is defined as:
Z7.1.1	the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;
Z7.1.2	any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any subcontractor or any affiliate to the *Contractor*.
Z8.	**Performance Bond: The following amendments are made to clause X13:**
Z8.1	**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 *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.
Z8.2	**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 *service period.* If the terms of the performance bond specify its expiry date and the end of the *service 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 *service 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.
Z9	**Limitation of liability: Insert the following new clause as Option X18.6:**
Z9.1	The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.
Z9.2	Notwithstanding any other clause in this contract, any proceeds received from any insurance 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
Z10	**Cession, delegation and assignment**
Z10.1	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 final) of the *Contractor*.
Z10.2	The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
Z11	**Joint and several liability**
Z11.1	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 this Contract.
Z11.2	The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
Z11.3	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*.
Z12.	**Ethics**
Z12.1	The *Contractor* undertakes:
Z12.1.2	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;

Z12.1.2	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.
Z12.2	The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to Provide the Service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 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.
Z12.3	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, gratuities, 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.
Z13	**Confidentiality**
Z13.1	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 *Service Manager*, whose consent shall not be unreasonably withheld.
Z13.2	If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
Z13.3	This undertaking shall not apply to –
Z13.3.1	information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z13.3.2	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;
Z13.3.3	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);
Z13.4	The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
Z13.5	The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
Z14	***Employer*'s Step-in rights**
Z14.1	If the Contractor defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within two (2) weeks of the notification of the default by the Service Manager, the Employer, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the Contractor shall be borne by the Contractor.
Z14.2	The Contractor co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Service Manager to achieve this end.
Z15	**Liens and Encumbrances**
Z15.1	The Contractor keeps the Equipment used to Provide the Service 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

AIRPORTS COMPANY SOUTH AFRICA

	ensures 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
Z16	**Intellectual Property**
Z16.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
Z16.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the service.
Z16.3	The Contractor gives the Employer an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the service for the purposes of constructing, repairing, demolishing, operating and maintaining the service or the Affected Property.
Z16.4	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.
Z16.5	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:
Z16.5.1	the Contractor's service;
Z16.5.2	the use of the Contractor's Equipment, or
Z16.5.3	the proper use of the Affected Property on which the service is provided.
Z16.6	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.
Z17	**Dispute Resolution**
Z17.1	**Appointment of the adjudicator**

An Adjudicator is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Adjudicator, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Adjudicator listed in the Panel of Adjudicators below

The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013

Panel of Adjudicators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z17.2	**Appointment of the arbitrator**

AIRPORTS COMPANY SOUTH AFRICA

	An Arbitrator is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Arbitrator, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Arbitrator listed in the Panel of Arbitrators below	Name	Location	Contact details (phone & e mail)
		Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
		Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za
		Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.z
		Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za
		Mr. Sam Amod	Gauteng	sam@samamod.com
		Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.a
		Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z17.3	**The following amendments are made to clause W1:**
Z17.3.1	Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract
Z17.3.2	The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:
Z17.3.3	"The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
Z17.3.4	"Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
Z18	**Day:**
Z18.1	Any reference to a day in terms of this contract shall be construed as a calendar day.
Z19	**Safety:**
Z19.1	The Employer, Service Manager or any of his nominated representatives may stop any unsafe service. The Contractor does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the service is not a compensation event.
Z19.2	As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (OHS Act) as amended the Contractor agrees to the following:
Z19.2.1	As part of the contract, the Contractor acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
Z19.2.2	The Contractor furthermore agrees to comply with the requirements set forth by the Service Manager and agree to liaise with the Employer should the Contractor, for whatever reason, be unable to perform in terms of the clause Z18.
Z19.3	The Contractor acknowledges that it is an Employer in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.
Z20	**Notification of a compensation event**
Z20.1	Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
Z21	**BBBEE and Tax Clearance Certificates**
Z21.1	The Contractor shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z22	**Communication**
Z22.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The Service Manager requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more
Z22.2	The Service Manager requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z23	**Delegation**
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:
Z23.1	As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

AIRPORTS COMPANY
SOUTH AFRICA

C1.2 b - DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The *working areas* are	See C3 'Service Information'
11.2(8)	**The direct fee percentage is:**	**……%**
	The subcontracted fee percentage is:	**……%**
24.1	The *Contractor's Key people* are:	**CV's to be appended to Resource Proposal (Annex F)**
1	**Title**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

2	**Title**	
	Name:	
	Qualifications relevant to this contract	
	Experience	
3	**Title**	
	Name:	
	Qualifications relevant to this contract	
	Experience	
4	**Title**	
	Name:	
	Qualifications relevant to this contract	
	Experience	

AIRPORTS COMPANY SOUTH AFRICA

11.2	The following matters will be included in the Risk Register	1.
		2.
		3.
		4.
		5.
		6.

AIRPORTS COMPANY
SOUTH AFRICA

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993) & CONSTRUCTION REGULATION 5.1(k)

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

To this end an Agreement must be concluded before any contractor/ subcontracted work may commence

The parties to this Agreement are:

Name of Organization: **AIRPORTS COMPANY SOUTH AFRICA** **Cluster 2 ACSA Owned Airports (as listed below)**
Physical Address: Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632 **Applicable at the following airports:** 1. Upington International Airport 2. George Airport 3. Kimberley Airport

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

AIRPORTS COMPANY
SOUTH AFRICA

MANDATORY'S MAIN SCOPE OF WORK

MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.

2. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant

3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.

7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.

8. This Agreement shall be binding for all work the Mandatary undertakes for the client.

9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are

covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

   a. Public Liability Insurance Cover as required by the Subcontract Agreement.

   b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.

2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.

9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.

10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.

11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.

2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed, and received by the Client.

5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

In terms of section 37(2) of the Occupational Health & Safety Act 85 of 1993 and section 5.1(k) of the Construction Regulations 2014,

I ……a duly authorised 16.2 Appointee acting for and on behalf of ……(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

SIGNATURE ON BEHALF OF MANDATARY **DATE**
(Warrant his authority to sign)

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**
AIRPORT COMPANY SOUTH AFRICA

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SOUTH AFRICA

C1.4 Forms of Securities (NOT APPLICABLE)

No performance bond or parent company guarantee is required in this contract.

Pro forma Performance Bond – Demand Guarantee (for use with Option X13) *(to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)*

Airports Company South Africa (ACSA) SOC,
Western Precinct, Aviation Park, O.R. Tambo International Airport,
1 Jones Road, Kempton Park, Gauteng, South Africa,
1632

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to the Service, entered into between the Employer and the Contractor on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Employer" means	Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30
1.6	"Expiry Date" means	the earlier of • the date that the Bank receives a notice from the Employer stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"Service" means	maintenance and repair services for MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT.as set out in the Section C3, Works Information

AIRPORTS COMPANY
SOUTH AFRICA

2. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:

   - be signed on behalf of the Employer by a director of the Employer;
   - state the amount claimed ("the Demand Amount');
   - state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract.

4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:

   - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
   - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.

5. The Bank's obligations in terms of this Guarantee:

   - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
   - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.

6. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.

7. Should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Bank of such cession.

8. This Guarantee:

   - shall expire on the Expiry Date until which time it is irrevocable;
   - is, save as provided for in 7 above, personal to the Employer and is neither negotiable nor transferable;
   - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
   - shall be regarded as a liquid document for the purpose of obtaining a court order; and
   - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
   - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)		
Name(s) (printed)		
Witness(s)		
Bank's seal or stamp		

AIRPORTS COMPANY
SOUTH AFRICA

C1.5 Insurance Schedule

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

AIRPORTS COMPANY SOUTH AFRICA

C2.1 Pricing Assumptions: Option A

1 The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the *price list* unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the *Contractor* has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

Function of the Price List

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

Link to the *Contractor*’s plan

Clause 21.4 states “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance”. Hence when compiling the *price*

list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

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

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

6 All rates quoted as part of this bid will apply to Task Orders as and when required.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 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 tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

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

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.

3rd Party Procured Items and Services:

- Spares (material) and sub-contracted work will be charged at cost plus mark-up.
- Payment for this contract will be against proven cost.
- VAT shall not form part of mark-up calculations.
- ACSA shall provide the storeroom where the materials will be stored.
- The procured spares/materials quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
- All material supplied must be SABS approved or any other internationally recognized safety and quality authority.
- The VAT portion must be indicated separately on all invoices.

Monthly, Quarterly, Six Monthly and Annual Maintenance costs

- Must include all costs applicable to carry out the service viz. labour, consumables, travel, accommodation

Critical Spares Holding

- Claim on the usage of Critical Spares Holding will be based on prior ACSA approval and proven cost approved by ACSA representative. Where the critical spares has been exhausted or spare is required, the 3rd party item/services mark-up rates on table below shall apply.
- Pricing for the Spares shall include delivery cost and custom clearance.

Contract Rates:
Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above.

CPI on the Contract Rates
Contract rates will be increased/decreased (averaged over the 12-month period) according to CPI.
CPI value in the price list is used for estimation purposes the applicable CPI will be the CPI at the anniversary date of the contract.

Technical Standards and Manual:
The quality of maintenance work done must align with:

- Original Equipment Manufacturer maintenance requirements
- ACSA Maintenance of AWOS Procedure D080 009M

Parking:
A Parking access card will be applied for and issued to facilitate access through the entrance and exit booms. This card is payable in cash at the start of each calendar month – at the Parking Office. This card shall only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for personal use shall be penalised at R5000.00 per occurrence.

Permits:

- Please note that before working at any site, all personnel (all members of the contractor team, both from the main contractor and sub-contractors) will be required to be in possession of an ACSA permit.

- The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour / time spent in obtaining it. An allowance must be made in the schedule of rates for costs in this regard.

- Proof of having attended the airside induction training course is required for all personal permit applications. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

- The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

- All employees will be checked for criminal records and no permit will be granted to those with criminal records. Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

- Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment. No mark-up to be levied on Permit costs. Cost for lost permits and new employees will not be reimbursed by ACSA. Refer to the Attached Permit Fees for the different airport sites.

AIRPORTS COMPANY SOUTH AFRICA

C2.2 Price List

The following Activity Schedule is provided "as-is" for the benefit of the Bidder. ACSA (the Employer) cannot guarantee that it is complete in all respects. The Bidder is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

ACSA reserves the right to vary all the activities according to the rates given in this contract.

ACSA has provided a spreadsheet that will assist in compiling the costs. The specific instructions to fill in the spreadsheet are as follows:

1. All the light-yellow cells are descriptors and can be filled in with alpha-numeric information.
2. All the light blue cells are numeric descriptors and can be filled in with only quantities / currency in ZAR / percentages (%).
3. The white cells are locked and filled in only with formulae that will calculate the contract price.

1. Part A: Contract Overheads

PART A: Contract Overheads				
Description	**(a)**	**(b)**	**Unit of measure**	**(c) = (a) x (b)**
	No. of units	**Price Per Unit**		**Price per year**
Contract Management and Administration (Including required reporting such as monthly reports, spares inventory management reports, office leasing / overheads, office utilities, etc.)	12		Each	R
Safety File	3		Each	R
On-demand Remote Support/Hotline services for maintenance, fault troubleshooting and resolution.	12		Each	R
Permits (Provisional Sum - Re-measurable)		R 451	Each	R
Parking (Provisional Sum - Re-measurable)		R 200	Each	R
Airside Induction Training (AIT) - Initial		R 2 103,60		
Airside Induction Training (AIT) - Refresher		R 960		
Airside Vehicle Operator Permit (AVOP) - Initial		R 2 103,60		
Airside Vehicle Operator Permit (AVOP) - Refresher		R 960		

Other 1 (Specify)			Each	
Other 2 (Specify)			Each	

Sub Total A - Overheads	**R**

2. Part B: Preventative Maintenance

COMPLETE THE EXCEL SPREADSHEET IN ITS TOTALITY AND CARRY OVER THE TOTAL TO PART E OF THIS PRICING SCHEDULE.

NB: It must be noted that the above preventative maintenance schedule is a guideline. The contractor must price the scope of work in its totality and based on the proposed equipment. The frequencies and OEM requirements will differ from one service provider to the other. Contractor must attach the separate pricing schedule where applicable.

The above activity schedule is minimum work required and the contractor as the subject expect matter on these services they are bidding for ***shall fill in any other*** *activity with prices for "other" activities which they deem necessary to achieve the set out comes on availability, reliability, maintainability, MTTR, MTBF, legislative and all other targets set in this contract.* ***Should an alternative not be presented, the offer will be deemed as the contractor's optimal proposal for which they will be liable for.***

All rates for all activities including diagnostic and repair shall include all required tools, software, hardware, and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).

It is noted that the required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required maintenance is catered for as per the Original Equipment Manufacturer in the pricing above.

Incentives and Low service damages will be applicable as per the Low **service damages table and Incentive table in this contract.**

AIRPORTS COMPANY
SOUTH AFRICA

Labour rates and Mark-up
Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

1. **Activity Schedule – part 2 (Labour rates and Mark-up - Breakdowns)**

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

*All rates to exclude vat. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

Note: No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Call out rate must include all required travelling and the **first hour on site**.

i) **LABOUR RATES:** ***(to be filled in)***

Item	Title of Resource e.g. Technician	Normal hours(R/hour)	After hours (R/hour)	
			Saturday	Sunday/public holiday
1.				
2.				
3.				
4.				
5.				

Detail requirements regarding staff
The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance and/or installation of for MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the for MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT.

The Contractor must attach his proposed minimum resources that will be sufficient to execute the scope.
Provide list of resources with the following details:
Name, Position / Responsibility, and qualification. Also indicate the reporting structure within the team.

AIRPORTS COMPANY SOUTH AFRICA

ii) CALLOUT FEE

NOTE:

a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware, and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).
b) All *callouts* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses, cellphone allowances, etc.
c) Labour laws and all applicable laws shall be followed by the contractor.
d) Call outs are not chargeable during hours technician/artisan/assistants, or any applicable resource are on site.
e) The contractor will be compensated according to the contractor's repair rate provided in the below table B and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control.
f) Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor, thus ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.

3. Part C: Callouts

PART C: AWOS Callouts (Includes travelling, travelling time & first hour on site)					
Airport	Service Description	(a) Number of Callouts	Unit of Measure	(b) Unit Price	(c) = (a) x (b) Price per Year Excluding VAT
GRJ	Call out Fee	12	Each	R	R
KIM	Call out Fee	12	Each	R	R
UPIA	Call out Fee	12	Each	R	R

Sub Total C - Callouts	**R**

iii) SPARES and MARK - UP

***Spares** will be managed using ACSA's manual inventory management system.

- The manual inventory management system will include but not limited to;
  - Conducting and submission of monthly and quarterly stock count to the Service Manager by the contractor,
  - Keeping up-to-date inventory cards by the contractor,
  - Management of spares movement by the contractor,
  - Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.).
  - Ensure safety and security of the storeroom by the contractor as per space given to them.
  - The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.
  - Management of inventory by the contractor as per ACSA inventory procedure
  - All spare charges incurred under this contract shall be invoiced at the landed cost, which includes all transportation, customs, duties and other related expenses.

Mark-up (third party procured items/services)

Bidder to complete

Value of Item or Services	****Mark-up** ***(Contractor to fill in)***
R0 - R2,000	%
R2,001 - R5,000	%
R5,001 - R10,000	%
R10,001 - R50,000	%

[b]Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

The inserted amount ***Z** are for budgeting purposes. The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.*
***The mark-up will be applicable to the total of the third-party quotation not on a single line items in a quotation*.

Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Where required the contractor will provide ACSA with 3 quotations to ensure the most cost-effective pricing is achieved.

AIRPORTS COMPANY SOUTH AFRICA

4. Part D: Spare Parts

Airport	Spare Part Description	Spare Part Number	(a) Recommended No. of units	(b) Unit of Measure	(c) Price / Unit	(d) = (a) x (c) Total Excl VAT	(e) Mark-up Percentage	(f) = (d) x (e) Markup Value Excl VAT	(g) = (d) + (f) Total Excl VAT
George Airport (GA)				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
	Total GA Spares per Annum								R -

AIRPORTS COMPANY SOUTH AFRICA

Airport	Spare Part Description	Spare Part Number	(a) Recommended No. of units	(b) Unit of Measure	(c) Price / Unit	(d) = (a) x (c) Total Excl VAT	(e) Mark-up Percentage	(f) = (d) x (e) Markup Value Excl VAT	(g) = (d) + (f) Total Excl VAT
Kimberly Airport (KIM)				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
	Total KIM Spares per Annum								R -

Airport	Spare Part Description	Spare Part Number	(a)	(b)	(c)	(d) = (a) x (c)	(e)	(f) = (d) x (e)	(g) = (d) + (f)

AIRPORTS COMPANY SOUTH AFRICA

			Reccomended No. of units	Unit of Measure	Price / Unit	Total Excl VAT	Mark-up Percentage	Markup Value Excl VAT	Total Excl VAT
Upington International Airport (UPN)				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
				Each		R -		R -	R -
								Total UPN Spares per Annum	R -

Total Part D: Spare parts	R -

AIRPORTS COMPANY SOUTH AFRICA

5. Part E total Maintenance Contract value

Below, the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

The Provision of Maintenance of Automated Weather Observation Systems (AWOS) ACSA (George Aiport, Upington International Airport, and Kimberly Airport) for a period of 60 months)

Summary							
Description		**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Total**
		Escalation at 6% from year 2					
Sub Total A - Overheads							
Sub Total B - Preventative Maintenance _ Total yearly Maintenance from Excel Sheet							
Sub Total C - Callouts							
Sub Total D - Spares							
Total Year 1 (Y1)							

Total E - Total Maintenance Cost for Five (5) Years to be Carried to the Form of Offer	

Note:
****TOTAL- E** (i.e. Total maintenance cost for duration of the contract) must be carried to the form of offer and acceptance*
The values in this table/contract are not guaranteed, payment will be done as per approved work / activity done and assessments in this contract.

AIRPORTS COMPANY
SOUTH AFRICA

C3 Service Information

DESCRIPTION OF THE WORKS

Employer's objectives

This Scope of Work (SOW) outlines the responsibilities, tasks, and deliverables required for the preventive and corrective maintenance of AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT for a period of 60 months The purpose is to ensure all equipment and systems are functioning optimally with minimal downtime and are compliant with all relevant regulations and standards.

The Contractor will provide maintenance and repair services for MAINTENANCE OF AUTOMATED WEATHER OBSERVATION SYSTEMS (AWOS) AT AIRPORTS COMPANY SOUTH AFRICA: GEORGE AIPORT, UPINGTON INTERNATIONAL AIRPORT, AND KIMBERLY AIRPORT for a period of 60 months. The specifications and requirements in this document comprise the description of the Works. The Contractor will be appointed directly by the Airports Company of South Africa.

Onus is on the contractor to provide assurance that competent persons would be carrying out all tasks in accordance with all the applicable standards, OEM requirements, procedures, regulations and legislative requirements.

Scope of work

The *Contractor* will provide maintenance and repair services for Automated Weather Observation Systems (AWOS) which are located at various locations at the respective airports. The specifications and requirements in this document comprise the description of the *Service*.

Equipment List covered in this contract:

- **Indoor Equipment**:
  - AWOS Serves
  - AWOS Software
  - Data Acquisition and Integration Devices (DAID) and the Automatic Terminal Information Service (ATIS) interface equipment and software.
  - Workstations

- **Outdoor Equipment:**

  - Sensors
  - Electrical Panels
  - Data Communication Network

AIRPORTS COMPANY
SOUTH AFRICA

1. Introduction
    a. The purpose of this document is to define the scope of work for maintaining the Automated Weather Observation Systems (AWOS) at ACSA airports.
    b. The document outlines the tasks, responsibilities, and expectations associated with keeping Automated Weather Observation Systems (AWOS) in optimal working condition.

2. Equipment Availability
    a. The goal is to ensure all Automated Weather Observation Systems (AWOS) is always available for use, minimizing any disruptions to airport operations.
    b. Back-up plans may include the use of replacement equipment or manual procedures in cases of equipment failure.
    c. A well-managed inventory of essential spare parts must be maintained to enable timely repairs and replacements.
    d. Regular performance evaluations will be conducted to ensure that the machines are reliable and available for use at all times. The goal is to maintain a minimum uptime of 99.5%.

3. Reliability
    a. Regular inspection and maintenance of Automated Weather Observation Systems (AWOS) will ensure their reliable operation, detecting any potential security threats accurately.
    b. Proactive maintenance strategies, such as predictive maintenance, must be employed to identify and rectify potential failure points before they can cause a problem.
    c. Performance metrics, including error rates, downtime, and accuracy of detections, must be monitored to assess reliability.

4. Repair Time
    a. The maintenance schedule must be designed to ensure that most repairs are carried out during off-peak times to minimize disruption to airport operations.
    b. Maintenance staff must undergo regular training to familiarize themselves with the latest equipment models and repair techniques.
    c. A detailed log of all repairs must be maintained, including the nature of the problem, actions taken, parts replaced, and time taken for repair. This information shall be used to improve future response times.

5. Inspection
    a. Regular inspections must be carried out to verify that all equipment is functioning correctly and meeting performance standards.
    b. Inspection results must be documented, and any issues identified will be followed up with appropriate actions, which may include repairs, part replacements, or recalibration of the system.
    c. The data collected during inspections must be used to inform maintenance strategies and identify areas for improvement.

6. Preventative Maintenance
    a. Preventative maintenance schedule must be developed, which must include regular inspection, cleaning, lubrication, and replacement of parts as per manufacturer recommendations and equipment usage patterns.

b. Wear parts, i.e., parts that wear out over time due to regular use, must be replaced regularly to avoid sudden equipment failure.
c. Predictive maintenance tools must be used to identify equipment that may be at risk of failure.

7. Reactive Maintenance
    a. In case of equipment failure, a quick response must be ensured to minimize downtime. This includes having a well-trained team ready to diagnose and repair equipment issues and a well-stocked inventory of spare parts.
    b. Maintenance staff must be trained to diagnose and repair common equipment issues quickly and efficiently.
    c. Data from reactive maintenance, including the nature of the failure, the effectiveness of the repair, and the time taken, must be used to improve the preventative maintenance strategy.

8. Reporting and Documentation

    a. Detailed logs of all maintenance activities must be maintained.
    b. Comprehensive reports following each inspection must be compiled and sent to ACSA *Service Manager*
    c. Documentation of all repair work conducted shall be kept and sent to ACSA Service Manager.
    d. Certificates ensuring compliance with relevant standards where necessary must be issued to ACSA Service Manager
    e. Regular audit reports for control modifications and system integrations must be prepared and sent to ACSA.

The maintenance program should be designed to ensure the reliable operation of all Automated Weather Observation Systems (AWOS) at the airport.

Equipment Life Span

Contractor to attach the design life and support availability period of the equipment.

OEM Requirements

Attach all OEM requirements for the equipment supplied.

Condition of the plant

New

Site Information
The Automated Weather Observation Systems (AWOS) equipment will be located at George Airport, Kimberley Airport, and Upington Airport.

Minimum work requirements and Legislations:
Contractor to please attach applicable regulations based on the machines supplied.

Access to site

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.

- Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirements as specified by law. Also, will be auditable from time to time.
- Personal Protective Equipment should be issued before the commencement of work.

Extent of the works

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.

For each piece of equipment, all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

Where, such a need is mutually agreed between the Contractor and the Employer, the Employer shall put in place a “Hotline” (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by the Employer. The Contractor shall NOT add any mark-up to any Hotline related expenses. A “Hotline” agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing Schedule always – as stipulated in the Annexes. This may be amended by mutual arrangement between the Employer and the Contractor from time to time.

The Contractor shall always remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labour in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in Automated Weather Observation System (AWOS) maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work.

All work shall be charged according to the Activity Schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

The Contractor will be responsible for keeping spares levels up to enough and standard as to comply with the requirements of this contract and will charge the Employer accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site. The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are safety shoes, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

Location of the works
The Works are located at various locations – mostly in controlled areas. It is crucial for the Contractor to note that all ACSA Airports are National Key Points and governed as such.

PROCUREMENT

Preferential procurement procedures
Requirements
The Contractor will respect OEM warrantees to the Employer always when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also implies that the Contractor must build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with the Employer. Whenever this is required, the Contractor shall come to a suitable arrangement with the Employer regarding sourcing and screening of such individuals.

Subcontracting
No part of this Contract may be subcontracted unless with written approval from the Employer. The Employer shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

AIRPORTS COMPANY
SOUTH AFRICA

MANAGEMENT

Management of the works
Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.

All work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

Airports operational hours:

Airport Name	Operating hours
George Airport	Mon-Thurs 4:30 to 17:00 Fri 4:00 to 18:00 Sat 6:30 to 13:00 Sun 6:30 to 17:30
Kimberly Airport	Mon-Fri 5:30 to 16:00 Sat 6:00 to 14:00 Sun 8:00 to 16:00
Upington Airport	Mon-Fri 5:00 to 16:30 Sat 6:00 to 11:00 Sun 10:00 to 16:30

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in the Employer's business. Therefore, within reason and with prior arrangement with the Contractor, the Employer might require the following from time to time:

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk Automated Weather Observation System (AWOS)
- Pointing out services to consultants or other contractors

- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Training Of Air Traffic Control (ATC) and South African Weather Services (SAWS) staff
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- Safe / legal disposal of used and irreparable spares

The Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control
All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

Environment
The Contractor will keep noise and dust levels to a minimum. At no time, shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.

At no time, shall the Contractor:
- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Format of communications
Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

Key personnel
A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

Management meetings
The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. 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.

Electronic payments
The Contractor should arrange with the Employer's finance department for making all payments electronically.

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

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. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Assets register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding maintenance issues

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.

Permits
The Contractor shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

The Contractor must ensure that he/she is, always, familiar with the Employer's safety and security requirements relating to permits for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against the Employer if a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	**Required by/for**	**Department**
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable.

Proof of compliance with the law
The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

Health and safety
Health and safety requirements and procedures
The Service Manager shall be entitled to fine the Contractor low service damages for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.

All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The Contractor's Workmen's Compensation fees must be up to date. A copy of the Contractor's WCA registration shall be produced on request.

The following areas in the company are declared as "HOT WORKS PERMIT" areas:

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time

No person shall perform an unsafe / unhygienic act or operation whilst on Company premises.

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

At no time, must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. Care must also be taken to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios
Use of cell phones on airside is **not** permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the ACSA Security department.

The Contractor will **not** be allowed to use two-way radios at the Airport unless these radios are of the type, model and frequency range as approved by the ACSA IT department.

Protection of the public
The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded to safeguard children and the general public from injury relating to machinery, work or other.

Barricades and lighting
Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

Enterprise and Supplier Development Initiatives

It is a requirement of this project that the successful tenderer enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of Thirty percent (30%) of the tendered contract value.

Tenderers must state transformation deliverables that are both achievable and measurable as the successful tenderer will be required to issue comprehensive monthly reports in response to this tender requirement. The monthly report will be assessed by ACSA"s Internal Transformation Committee, which is accountable for implementation of ACSA"s Transformation initiatives.

C3.2.1 Definition of a Targeted Enterprise

A registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:

a) does not share equity holding with the tenderer; and
b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or

Close Corporation Act, 1984 (Act No. 69 of 1984); and

c) is registered with the South African Revenue Service; and

d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level One "Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) or?

e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level One? Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No.36928 on 11 October 2013).

f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

C3.2.2 Participation of Targeted Enterprise(s)

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

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ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Applicable
Equipment life span	Annex C	N/A
Site information	Annex D	Applicable
Risk assessment	Annex E	Applicable
Previous completed PMs	Annex F	N/A
Root cause analysis	Annex G	Applicable
Estimated times for breakdowns/faults	Annex H	Applicable
Service Level Agreement	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	N/A
Environmental Terms and Conditions	Annex L	Applicable
Spares List	Annex M	Applicable
ACSA maintenance procedure	Annex N	Applicable
Electrical lockout procedure	Annex O	Applicable
Fire Emergency procedure	Annex P	Applicable
IMCC procedure	Annex Q	Applicable
Internal and external factors outside the contractor's control	Annex R	Applicable
ACSA Inventory management procedure	Annex S	Applicable
Guarantees and warrantees to be maintained	Annex T	Applicable
OEM Operating Manual	Annex U	Applicable
OEM Maintenance Manual	Annex V	Applicable

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ANNEX A

SCHEDULE OF EQUIPMENT

Tenderer must complete this table.

Equipment

Equipment description	Model	UPN	Kim	George	Total

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ANNEX B

Equipment Commissioning Dates

Tenderer must complete this table.

Airport Name	QTY	Serial Numbers	Delivery Date

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ANNEX C

Equipment Life Span

Tenderer must attach required information.

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ANNEX D

Site Information

As per Part C3 Service Information.

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ANNEX E

Risk assessment

Identified Risks for maintenance of AWOS

Category	Risk	Control
Technical Risks	Inadequate maintenance leading to Equipment Failure	- Preventive maintenance schedule to be conducted as per OEM to regularly inspect, calibrate, and test the Automated Weather Observation Systems (AWOS). - Maintain a stock of spare parts for immediate replacement in case of failures. - Service Provider to respond promptly as per SLA on resolution of issues
Operational Risk	Lack of Trained Personnel	- Service provider must develop a comprehensive training program for maintenance personnel to ensure they have the necessary knowledge and skills to effectively troubleshoot and repair Automated Weather Observation Systems (AWOS). - Regularly update training materials to keep up with technological advancements. - Maintain a roster of trained backup personnel to cover staff shortages.
	Downtime of security equipment leading to security vulnerabilities of operational delay.	- Maintenance to be scheduled during low activity hours to minimise disruptions. - The maintenance team to respond rapidly to fix faults.
	Inadequate Maintenance Documentation	- Establish a standardized maintenance documentation system to record all maintenance activities, including repairs, replacements, and calibration. - Ensure that the documentation is easily accessible and regularly updated. - Implement quality control checks to verify the accuracy and completeness of maintenance

Category	Risk	Control
		records, maintenance records must be sent to ACSA as agreed on the contract

Administrative Risks

Risk Number	Risk Description and Mitigation Measure
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; contractor will be penalized accordingly
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; low service damages will be levied and failing rehabilitation contract will be terminated as specified in this contract
6	Not meeting set MTTR target; low service damages will be levied and failing rehabilitation contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; contractor will be liable for cost of down times and failing to comply will result contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; contractor will be and failing rehabilitation contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be paid on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation.
14	Any change in the law that is reinforced as per clause X2(Changes in the law)

ANNEX F

Previously completed P. Ms

N/A

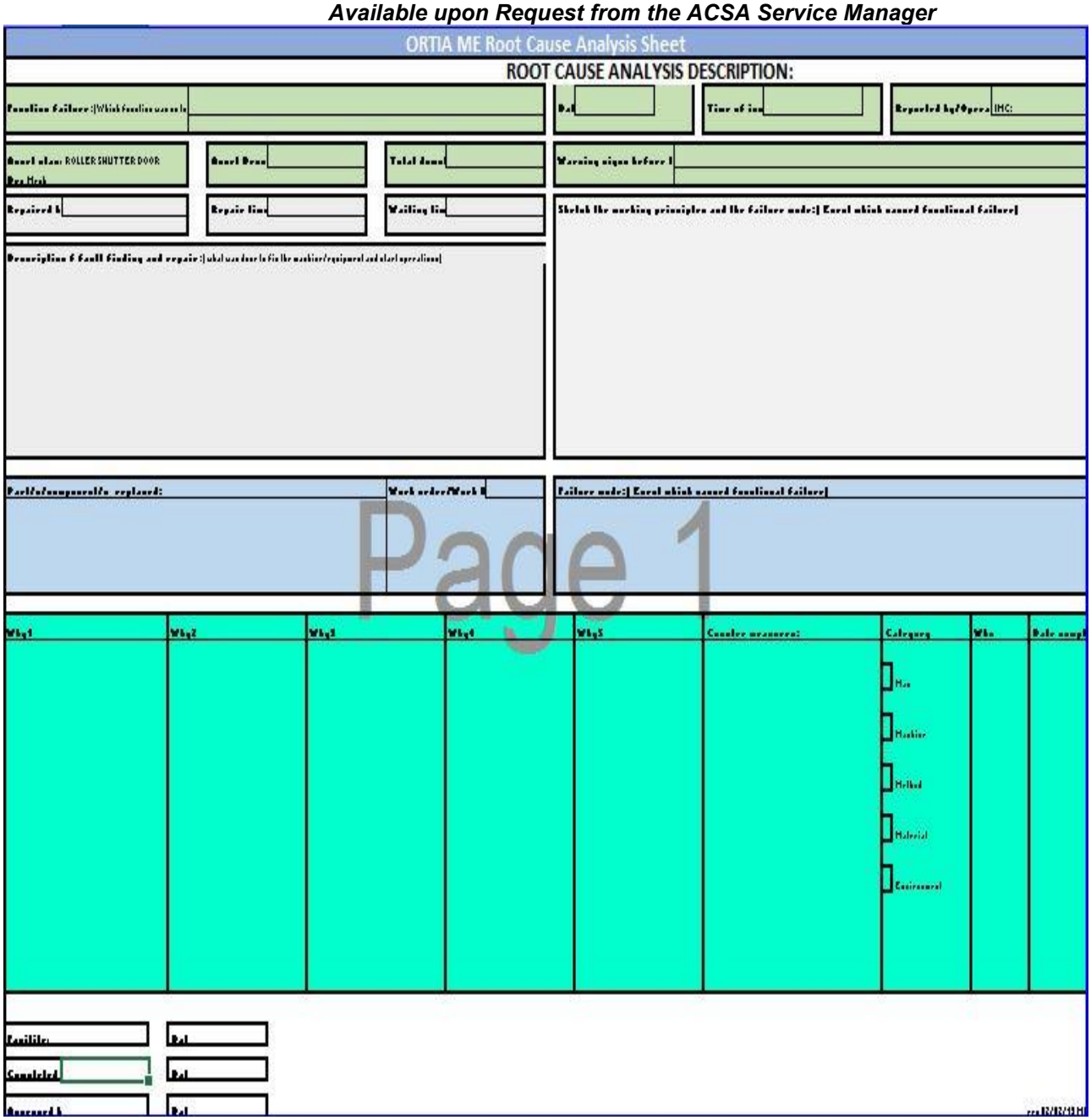
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ANNEX G

Root cause analysis

***Root cause analysis must be done for each failure and the form is per below must be handed over after closing* any works.**

Available upon Request from the ACSA Service Manager



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ANNEX H

Estimated times for breakdowns/faults.

Contractor must complete this table.

Item #	Fault description	Estimated time to repair/reset (hrs.)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

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ANNEX I

Service Level Agreement

1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of Automated Weather Observation Systems (AWOS) for routine maintenance shall be arranged with the service manager at least three months in advance to suit airport operations. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule
The Contractor must complete and commit to the **minimum** staff to be available for maintenance and repairs of Automated Weather Observation Systems (AWOS) for all sites and should price accordingly.

Item No	Skill e.g. Technician	Quantity	Days per week (normal hours)
1			
2			
3			
4			
5			

*The Contractor must always maintain the above **minimum** staff and should price accordingly but not limited to the listed resources.

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in scheduling staff.

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Contractor must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

2. Availability, Mean Time Before Failure and Mean Time to Repair

The Contractor must comply with the following minimum system performance benchmarks:

*The Period of review shall be Monthly.

Service Level table
The following service levels are the minimum acceptable service levels for this contract.

Airport	**Response time required**	**Closure Duration**
Upington International Airport	24 hours	2 hours
George Airport	24 hours	2 hours
Kimberly Airport	24 hours	2 hours

3. Guarantees

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months.

There are no current (the time of this bid) warrantees and guarantees on the infrastructure to be maintained by the contractor.

4. Assessments and Review

- Monthly assessment/review shall be done according to this NEC contract.
- Safety issues and file reviewed quarterly or as per Safety department frequency.
- Contract shall be Audited and Assessed the from time to time.
- The contractor will be assessed and scored quarterly also through the ACSA supplier development system or any other ACSA system.

5. Low service damages

Notification of Low service damages
The Service Manager will notify the contractor in writing of any Low service damages.

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor**.

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to(e.g. any authorised ACSA employees and any internal and external audits).

ACSA must notify the contractor in writing of its intention to claim a Low service damages within 30 days of an event or ACSA will lose its right to claim the Low service damages. Should ACSA not claim a Low service damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim Low service damages for similar future events. Under no circumstances shall a Low service damages be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Low service damages tables
Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

	Low service damages Criteria	Low service damages amount
Response time	3 consecutive noncompliance with response times as per service level table on Annexture I	R10 000,00 per event
Closure duration	3 consecutive noncompliance with closure duration times of Work Request (WR) or Work Order (WO)	R10 000,00 per event
Closure of corrective work orders	3 consecutive noncompliance with closure times for corrective maintenance work orders, at least 90% of corrective work orders must be closed, 100% of all WR to be returned to IMC and 100% of all preventative maintenance must be returned to IMC	R10 000,00 per event
System Availability	3 consecutive Noncompliance with the system availability, system availability expected is 99.5%	R10 000,00 per system

Other OHS ACT which are criminal offences according to the OHS act	Termination
There consecutive OHS acts of the same offence/class	Termination

Any availability less than 99.5% for six consecutive months (which is entirely the contractor's fault) will lead to contract termination.

6. Continuous improvement

Continuous Improvement Program and the Computerized Maintenance Management System
It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of systems
2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
3. Etc.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

7. Internal and external factors

A list of some of the internal and external factors which may affect equipment SLAs / availability and are beyond the contractor's control are listed in **Annex T.** In such an event the contractor will not pay for low services damages which were caused by factors which were proven to be beyond the contractor's control.

MAINTENANCE RECORD SHEETS
When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. **The lack of complete history files will result in immediate cancellation of the contract.**

All record sheets, job cards, history reports etc. will stay the property of ACSA 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 record sheets to the ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**

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ANNEX J

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT
IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 Of 1993) & CONSTRUCTION REGULATION 5.1(k)

This form is in C1.3 in this contract and must be filled in by the contractor.

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ANNEX K

Minimum Maintenance Programme

Contractor to attach their programme here.

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ANNEX L (Contractor to fill in)

ACSA SERVICE & MAINTENANCE CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

The following Environmental Terms and Conditions shall be strictly adhered to by all contractors when conducting works for the Employer. The Employer shall audit Contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the Contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	• All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	• Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled

	4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

Low service damages shall be imposed by the Employer on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.
Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

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ANNEX M

Spares List

Please attach the spare list, with critical spares indicated on this list.

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ANNEX N

ACSA maintenance procedure

- Available upon request from the ACSA service manager
- Contractor to attach any procedure for maintenance applicable to the new machines.

ANNEX O

Electrical lockout procedure

If applicable please attach any equipment specific lockout procedure, ACSA procedure will also be shared with the winning bidder.

ANNEX P

Fire Emergency procedure if applicable

Contractor to populate based on the equipment they have supplied.

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ANNEX Q

ACSA IMCC procedure for call out and work orders.

Available upon Request from the ACSA service manager

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ANNEX R

Internal and external factors outside the contractor's control

Below is a list of internal and external factors which may affect equipment availability.

Internal Factors	**Comment**
Equipment maintenance	Regular maintenance and servicing of the Automated Weather Observation Systems (AWOS) necessary to ensure their proper functioning. Any delays or issues in maintenance can affect the availability of the machines. Contractor must ensure that maintenance is conducted timeously, and any repair must be done as soon as possible to lower the unavailability.
Technical failures	Internal technical failures in Automated Weather Observation Systems (AWOS), such as malfunctioning sensors or software glitches, can lead to downtime and reduce their availability. Contractor must ensure that preventative maintenance and inspections are done thoroughly to prevent these technical failures
Training and skills	Adequate training and skills of the staff operating the Automated Weather Observation Systems (AWOS) are crucial. Insufficient training or lack of skilled personnel can impact the availability and efficiency of the machines. All personnel working on Automated Weather Observation Systems (AWOS) must be trained and be competent to safely work on these systems.
Spare parts availability	Availability of spare parts is essential for timely repairs and maintenance of the Automated Weather Observation Systems (AWOS). If there are delays in procuring the required spare parts, it can affect their availability. Only in cases where the delay of the spares is due to unforeseen circumstances, otherwise the contractor will be liable for unavailability of spares arising from late procurement or poor planning
Inventory management	Proper inventory management of consumables, such as sensors, protective gear, and other supplies, is necessary to ensure uninterrupted availability of the Automated Weather Observation Systems (AWOS). Inadequate inventory management practices can lead to shortages
External factors	
Power supply	Reliable and uninterrupted power supply is crucial for the operation of Automated Weather Observation Systems (AWOS). Power outages or fluctuations can affect their availability
Environmental conditions	Extreme weather conditions, such as storms or heavy rainfall, can disrupt the functioning of Automated Weather Observation Systems (AWOS). For example, flooding may damage the sensors/components or render them inoperable.
Regulatory requirements	Compliance with regulatory standards and requirements is essential for the operation of H Automated Weather Observation Systems (AWOS). Changes in regulations or non-compliance issues can impact their availability.
Security threats	Any security threats or incidents at the airports can lead to temporary closures or disruptions in the operation of Automated Weather Observation Systems (AWOS), affecting their availability.
Infrastructure issues	Any infrastructure problems, such as building maintenance or renovations, can result in the unavailability of Automated Weather Observation Systems (AWOS) during the repair or construction period

ANNEX S

ACSA Inventory management procedure

Available upon Request from the ACSA service manager

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ANNEX T

Guarantee and Warrantees to be maintained.

Please attach.

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ANNEX U

OEM Operating Manual

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ANNEX V

OEM Maintenance Manual