



O.R. Tambo International Airport

NEC3 Term Service Contract (TSC3)

**Between Airport Company South Africa
Reg No. 1993/004149/06**

And

**For Maintenance for Glazing Works at O.R.
Tambo International Airport for a period
of sixty (60) months**

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CONTRACT No.

AIRPORTS COMPANY SOUTH AFRICA
O.R. TAMBO INTERNATIONAL AIRPORT

Maintenance for Glazing Works at OR Tambo International Airport

PART C1: AGREEMENTS & CONTRACT DATA

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**AIRPORTS COMPANY SOUTH AFRICA
O.R. TAMBO INTERNATIONAL AIRPORT**

Maintenance for Glazing Works at O.R. Tambo International Airport

C1.1 Form of Offer & Acceptance

Offer

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

Maintenance for Glazing Works at O.R. Tambo International Airport for a period of sixty (60) months.

The Bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto and by submitting this Offer has accepted the Conditions of Bid.

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

Options A	The offered total of the Fixed Costs/Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the Fixed Cost amount due inclusive of VAT is ¹	R
	(in words)	

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

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

¹ This total is required by the *Employer* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

**AIRPORTS COMPANY SOUTH AFRICA
O.R. TAMBO INTERNATIONAL AIRPORT**

Maintenance for Glazing Works at O.R. Tambo International Airport

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Service Information
Part C4	Site Information

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

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the 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.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Note: If a Bidder wishes to submit alternative Bids, use another copy of this Form of Offer and Acceptance.

**AIRPORTS COMPANY SOUTH AFRICA
O.R. TAMBO INTERNATIONAL AIRPORT**

Maintenance for Glazing Works at O.R. Tambo International Airport

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

Note:

1. This part of the Offer & Acceptance would not be required if the contract has been developed by negotiation between the Parties and is not the result of a process of competitive Bidding.
2. The extent of deviations from the Bid documents issued by the Employer prior to the Bid closing date is limited to those permitted in terms of the Conditions of Bid.
3. A Bidder's covering letter must not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid be the subject of agreement reached during the process of Offer and Acceptance, the outcome of such agreement shall be recorded here and the final draft of the contract documents shall be revised to incorporate the effect of it.

No.	Subject	Details
1	[NONE]	
2		
3		
4		
5		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the Bidder agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid 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 Bid documents and the receipt by the Bidder of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Bidder:

For the Employer:

Signature

.....

Name

.....

Capacity

.....

On behalf of *(Insert name and address of organisation)*

(Insert name and address of organisation)

Name & signature of witness

.....

Date

.....

C1.2 TSC3 Contract Data

General Conditions of Contract

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.

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:

Part 1: The Service information (C3) and Annexes thereto shall prevail;

Part 2: The Contract Data (C1.2) and Particular Conditions of Contract;

Part 3: The General Conditions of Contract;

Part 4: The Pricing data; and

Part 5: All schedules, drawings and other documents included in this agreement.

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Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>Conditions of Contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	X1: Annual Price adjustment for inflation
		X2 Changes in the law
		X17: Low service damages
		X18: Limitation of liability (as Amended in Option Z)
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (June 2005) ²	
10.1	The <i>Employer</i> is (name):	Airports Company South Africa a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	Registered office at O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices O.R. Tambo International Airport 1627
	Tel No.	011 921 6262
	Fax No.	N/A
10.1	The <i>Service Manager</i> is (name):	
	Address	O. R. Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices

		OR Tambo International Airport 1627
	Tel	N/A
	Fax	N/A
	e-mail	N/A
11.2(2)	The <i>Affected Property</i> is	O.R. Tambo International Airport
11.2(3)	The <i>Contract Date</i> is	At Acsa contract signing date.
11.2(13)	The <i>Service</i> is	Maintenance of Glazing Works at O.R. Tambo International Airport.
11.2(14)	The following matters will be included in the Risk Register	No data is required for this section of the <i>conditions of contract</i>
11.2(15)	The Service Information is in	Part C3: Service Information included in this document and all documents and drawings to which it makes reference.
12.2	The <i>Law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>Period for reply</i> is	7 Calendar Working Days
2	The Contractor's main responsibilities	No data is required for this section of the <i>conditions of contract</i>.
21.1	The <i>Contractor</i> submits a first plan for acceptance within	30 calendar days from Contract Date.
3	Time	
30.1	The <i>Starting Date</i> is.	Upon signing of the contract by ACSA
30.1	The <i>Service Period</i> is	60 months from the Starting Date
4	Testing and defects	No data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>Assessment Interval</i> is	between 15th day of each successive month.
51.1	The <i>Currency of this contract</i> is the	South African Rand (ZAR)

51.2	The period within which payments are made is	30 Days from date of Invoice Submission.
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51.4	The <i>Interest Rate</i> is	The publicly quoted prime rate of interest (calculated on a 365-day year) charged by Nedbank of South Africa, from time to time, as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove.
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6	Compensation events	No data is required for this section of the <i>Conditions of Contract</i> .
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7	Use of Equipment Plant and Materials	No data is required for this section of the <i>Conditions of Contract</i> .
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8	Risks and insurance	
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86.2.	<p>The Employer provides these insurances</p> <p>Refer to Appendix A</p>	<p>Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract;</p> <p>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 C1.4 to the <i>contract</i> (“the Insurance Schedule”).</p>
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83.1	<p>The <i>Contractor</i> provides these additional insurances</p> <p>Refer to Appendix A</p>	<p>(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not</p>
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		<p>an employee of the <i>Contractor</i>) caused by activity in connection with the contract;</p> <p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the <i>contract</i>.</p>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.
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	There is no Contract Data required for the main option clause
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is (Name)	(Will be selected from the list of Adjudicators in clause Z15.1)
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	<p>The <i>arbitration procedure</i> is</p> <p>The place where arbitration is to be held is</p> <p>The person or organisation who will choose an arbitrator</p> <p>- if the Parties cannot agree a choice or</p>	<p>The latest edition of Rules for the Conduct of Arbitration published by the Association of Arbitrators or its successor.</p> <p>Johannesburg, South Africa</p> <p>The Chairman of Johannesburg Advocate's Bar Council</p>

- if the arbitration procedure does not state who selects an arbitrator, is

12 Data for secondary Option clauses

X1	Price adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary.
X2	Changes in the law	No data is required for this secondary Option.
X17	Low Service Damages	
X17.1		If a Defect include in the Defects Certificate shows low performance with respect to a performance level state in the Contract Data, the Contractor pays the amount of low performance damages stated in the Contract Data – see SLA under Annexures.
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	R0.00
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Total of the losses incurred and/or repairs to the damages caused.
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Total of the losses incurred and/or repairs to the damages caused.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than 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 incurred losses and/or repairs to the damages caused to the deductible of the relevant insurance policy and applies in contract, tort or delict and

		<p>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</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the works, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X18.5	The <i>end of liability date</i> is	As per the Prescription Act
X19	Task Order	Refer to service information
Z	The <i>Additional conditions of contract</i> are Z1 – Z19	
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	<p>Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> 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.</p>	
Z2	Providing the Service:	
Z2.1	<p>Delete core clause 20.1 and replace with the following: The <i>Contractor</i> 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.</p>	
Z5	Termination	
Z5.1	<p>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.</p>	
	Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:	

Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> 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 <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> 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.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –

- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** 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;
- Z11.3.3** 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);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his *Subcontractors* abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub *Contractor* or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** 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.

Z13 *Liens and Encumbrances*

- Z13.1** The *Contractor* keeps the Equipment used to Provide the *Services* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his *SubContractors* similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z14 *Intellectual Property*

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** 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
- Z14.5** 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:

- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** 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.

Z15 Dispute resolution:

Z15.1 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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16 Notification of a compensation event

- Z16.1** 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.”

Z17 BBEE and Tax Clearance Certificates

- Z17.1** 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.

Z18 Communication

- Z18.1** **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
- Z18.2** 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.

Z19 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:

- Z19.1** 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.

C1.2b Contract Data

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

-
- | | | |
|------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2 | The following matters will be included in the Risk Register | <ol style="list-style-type: none">1. Manufacturing delays2. Delivery delays3. Commissioning challenges and delays4. More to be included later |
|------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
-

PART C1: AGREEMENTS AND CONTRACT DATA

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 Organisation: AIRPORTS COMPANY SOUTH AFRICA O. R. TAMBO INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627

Hereinafter referred to as “Client”

Name of organisation: XXX
Physical Address: XXX

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

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. "Mandatory" 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 Mandatories (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 Mandatories 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 Mandatory 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 Mandatory 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 Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory 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 Mandatory 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 Mandatory 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 Mandatory 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 OHSAct 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 OHSAct 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 OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
 11. No user 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,

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

Mandatory – WCA/ Federated Employers Mutual No.....

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

Refer Appendix A: OPEX Insurance Clauses

PART 2: PRICING DATA

TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	19

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, June 2005 (TSC3) core clauses and Option A states:

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> 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 <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> 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.

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 Bidding 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 Bidding contractor has read Pages 14, 15 and 73 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the Bidding 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 Bid 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 Bided 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 Bid. 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 Bided 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 Bid, 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.

Format of the *price list*

(From page 73 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 Biding 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 Biding 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 Biding 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.

Contractor is to be paid according to the Glazing Works undertaken per month and this should be reflected clearly during invoicing.

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Maintenance for Glazing Works at O.R. Tambo International Airport

C2.2 the *price list*

Activity Schedule

C2.2 Price List (including the Activity Schedule)

The following Activity Schedule is provided "as-is" for the benefit of the Bidder. 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.

Item no.	Activity Description	Frequency	Quantity (per year)	Amount (per single item)	Total (per year)
Preliminary and General					
1	Airport permits and parking fees – <i>provisional sum</i>	sum	1		
2	All required travelling and standby	Monthly	12		
3	Provision of Insurance	Monthly	12		
4	Preventative Maintenance Inspections (See attached Preventative Maintenance Inspection work order)	Weekly	48		
Maintenance Activities					
1	Schedule of rates	sum	1		
Sub-total A (per year)			R		

Activity Schedule (Labour rates and Mark-up)

Any work not included under part1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour

Item No.	Description	Normal hours (R/hour)	After hours (R/hour)	After hours Sunday/ public holidays (R/hour)
1	Site Manager / Supervisor			
2	Skilled Labourer			

^aAll 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.

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

Mark-up (third party procured items/services)

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Cost^b	Mark-up
R 0 - R 2 000	%
R 2 001 - R 10 000	%
R 10 001 - R50 000	%
Over R R50 0000	%

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

Contract values will be increased/decreased according to the current stipulated in Statistic SA – adjusted.

C.2.2.1 SCHEDULE OF RATES

GLAZING MAINTENANCE / WORKS

Item No	Description	Unit	Quantities	Rate	Total
				R	C
	GLAZING MAINTENANCE/WORKS				
	<u>BILL 1</u>				
1	<u>GLAZING</u>				
	NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	NOTE: Unless otherwise stated herein, all rates should include establishment				
	Preliminary and general costs, and all other costs associated with the execution and supervision.				
	The Client reserves the right to negotiate mutually agreed discounts on tendered rates for large quantities.				
2	<u>GLAZING TO STEEL WITH PUTTY</u>				
2.1	<u>4mm obscure glass</u>				
	-				
2.1.1	Panes not exceeding 0.1m2 fixed to window frames including cleaning on completion	m2	60		

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2.1.2	Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	12		
2.1.3	Panes exceeding 0.5m2 and not exceeding 2m2	m2	12		
	-				
2.1.4	Panes exceeding 2m2 and not exceeding 4m2	m2	20		
2.1.5	Panes exceeding 4m2 and not exceeding 6m2	m2	34		
3	<u>6.38mm Intruder proof normal strength laminated safety glass</u>				
3.1.1	Panes not exceeding 0.1m2 fixed to window frames including cleaning on completion	m2	15		
3.1.2	Panes exceeding 0.1m2 but not exceeding 0.5m2	m2	15		
3.1.3	Panes exceeding 0.5m2 and not exceeding 2m2	m2	31		
	-				
3.1.4	Panes exceeding 2m2 and not exceeding 4m2	m2	31		
3.1.5	Panes exceeding 4m2 and not exceeding 6m2	m2	8		
TOTAL CARRIED FORWARD					

Item No	Description	Unit	Quantities	Rate	Total
4	<u>GLASS LOUVER BLADES</u>				
4.1	6mm clear louver blades 150mm wide with polished Edges	m	8		
4.2	3mm Silvered float glass copper backed mirrors with 10mm bevelled and polished edges fixed with double sided adhesive tape		8		
4.2.1	Mirror 600 x 1 200mm high with four screws	no	8		
Item No	Description	Unit	quantities	Rate	Total
4.2.2	Mirror 900 x 1 200mm high with four screws	no	8		

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	-				
4.2.3	Mirror 1 200 x 1 500mm high with four screws	no	8		
	-				
4.2.4	Mirror 1 200 x 2 200mm high with four screws	no	8		
	-				
5	<u>MULTIPLE LAMINATED SAFETY GLASS</u>				
	Poly-vinyl butyral multiple laminated safety glasses are to meet SACS 1263-Part III 1988.				
	Please note:				
	Members must ensure that the manufacturer of any laminated safety glass provides a warranty of not less than five (5) years against degradation confirming that the product conforms to that section of SABS 1263 which pertains to the particular application of the safety glass				
5.1	<u>10.38mm Shadowlite 25</u>				
	` grade A polished glass (not arrised)				
	` glazed in rubber gasket				
	` welded corners to rubber gasket (4 of per panel)				
	` including scaffolding				
	` glazing will be executed outside peak hours				
	` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	8		
5.2	<u>10.38mm Intruder proof normal strength</u>				
	` grade A polished glass (not arrised)				
	` glazed in rubber gasket				
	` welded corners to rubber gasket (4 of per panel)				
	` including scaffolding				
	` glazing will be executed outside peak hours				
	` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m	m2	8		
TOTAL CARRIED FORWARD					

Item No	Description	Unit		Rate	
5.3	10.76mm Shadowlite 25 (HPR)	m2	8		
5.4	10.76mm Intruder proof clear laminated (HPR)	m2	8		

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-	-				
5.5	<u>10mm Clear float</u>				
	<ul style="list-style-type: none"> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m 	m2	15		
5.6	<u>8.76mm Shadowlite 25 (HPR)</u>				
	<ul style="list-style-type: none"> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m 	m2	15		
5.7	<u>8.38mm Intruder proof clear laminated (Normal strength)</u>	m2	15		
5.8	<u>8.76mm clear laminated Intruder proof</u>				
	<ul style="list-style-type: none"> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m 	m2	15		
5.9	<u>6.38mm Shadowlite 25</u>				
	<ul style="list-style-type: none"> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m 	m2	15		
Item No	Description	Unit		Rate	
5.10	6.76mm Shadowlite 50 or 25	m2	15		
5.11	<u>6.38mm Shadowlite 50</u>				

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	<ul style="list-style-type: none"> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m 	m2	35		
TOTAL CARRIED FORWARD					

Item No	Description	Unit		Rate	
5.12	<u>6.38mm PVB clear Intruder proof NS</u>				
	<ul style="list-style-type: none"> ` grade A polished glass (not arrised) ` glazed in rubber gasket ` welded corners to rubber gasket (4 of per panel) ` including scaffolding ` glazing will be executed outside peak hours ` sizes varies from 1.0 x 1.0m up to 1.8 x 4.2m 	m2	15		
6	<u>Monolithic glazing</u>				
6.1	3mm clear	m2	30		
6.2	4mm clear	m2	30		
6.3	5mm clear	m2	30		
6.4	6mm clear	m2	30		
6.5	10mm clear	m2	1		
7	<u>4mm Silvered mirror</u>				
7.1	Mirror 600 x 1 200mm high with four screws	no	8		
7.2	Mirror 900 x 1 200mm high with four screws	no	8		

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Item No	Description	Unit		Rate	
7.3	Mirror 1 200 x 1 500mm high with four screws	no	8		
	-				
7.4	Mirror 1 200 x 2 200mm high with four screws	no	8		
	-				
7	<u>6mm Silvered mirror</u>				
8.1	Mirror 600 x 1 200mm high with four screws	no	8		
8.2	Mirror 900 x 1 200mm high with four screws	no	8		
	-				
8.3	Mirror 1 200 x 1 500mm high with four screws	no	8		
	-				
8.4	Mirror 1 200 x 2 200mm high with four screws	no	8		
9	6.76mm Intruder proof (HPR) clear laminated	no	35		
	-				
10	6.38mm coda grey (Normal strength)	no	15		
	-				
11	6.76mm cool grey (HPR)	no	15		
	-				
TOTAL CARRIED FORWARD					

Item No	Description	Unit		Rate	
12	<u>CLEANING OF SHOP FRONTS</u>				
	<p>NOTE: Tenderers are advised to study the Model Preambles for Trades before pricing this bill</p> <p>NOTE: Unless otherwise stated herein, all rates should include compensation for costs to execute the works whatever quantity is required, and should provide for establishment, preliminary and general costs, and all other costs associated with the execution and supervision.</p>				

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Item No	Description	Unit		Rate	
	The Client reserves the right to negotiate mutually agreed discounts on tendered rates for large quantities.				
13.1	Clean down and wash down surfaces of aluminium shop front	m2	15		
	-				
13.2	Clean down and wash shop front windows	m2	15		
	-				
14	<u>DOOR CLOSURES</u>				
	-				
14.1	TS 73 door closure with bracket	no	8		
	-				
14.2	Dorma type door closure with bracket	no	8		
15	<u>FLOOR SPRINGS</u>				
	-				
15.1	Dorma type BTS 83 Double action (Heavy Duty)	no	8		

Item No	Description	Unit	Quantities	Rate	total
16	Sundries				
16.1	Aluminium frame 30mm x 95mm	No	15		
16.2	Aluminium kick rail 44mm x 85mm	No	15		
16.3	Aluminium angle 15x15mm	No	15		
16.4	Aluminium angle 25x25mm	No	15		
16.5	Aluminium angle 50x50mm	No	15		
16.6	Aluminium mullion 30mm x 95mm	No	15		
16.7	Aluminium sheet	m2	10		
16.8	Aluminium bead 15mm x 15mm	No	15		
16.9	Barrel bolts 150 mm	No	15		
16.10	Beading & wedge 15mm x 15mm	No	15		

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16.11	Cabin hook 150mm	No	70		
16.12	Cabin hook heavy duty 300mm	No	70		
16.13	Closer TS 83 hold open	No	15		
16.14	Closer TS 83 non hold open	No	15		
16.15	Closer arm	No	15		
16.16	Copper handle	No	8		
16.17	Copper stay	No	8		
16.18	Cylinder	No	20		
16.19	Door stop 38mm	No	20		
Item No	Description	Unit	Quantities	Rate	total
16.20	Spring cover	No	8		
16.21	Flush bolt	No	15		
16.22	Flush bolt -heavy duty	No	15		
16.23	Friction stay 300mm	No	15		
16.24	Friction stay heavy duty 400mm	No	15		
16.25	Glass 6.76 deep cool grey	No	31		
16.26	Glass S10 bronze 6.38	No	8		
16.27	Glass S10 solver 6.38	No	15		
16.28	Door lever handle	No	8		
16.29	Handle aluminium AS	No	8		
16.30	Handle bow 25mm x 600mm stainless steel	No	15		
16.31	Handle brass 200mm steel windows	No	8		
16.32	Handle casement (aluminium)	no	35		

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16.33	Handle D-shape 25mm x 300mm	No	15		
16.34	Hinges aluminium double	No	15		
16.35	Hinges aluminium reflex single	No	35		
16.36	Lock set 35mm back set	No	35		
16.37	Sliding door guides	No	80		
17	<u>Scaffold 6M</u>				
17.1	Hire per week	No	5		
17.2	Deliver	No	5		
17.3	Install	No	5		
17.4	Collect	No	5		

BILL	SUMMARY	PAGE	Total
Bill 1	GLAZING AND ALUMINIUM	1-9	
TOTAL CARRIED FORWARD to C2.2 page 1 Schedule of Rates (Sub-total A: year 1)			

Expenditure over Five-year contract including CPI yearly price adjustments (As per Statistic SA)

Description	Total (excluding VAT)
Sub-total A: year 1	
Sub-total B: year 2 (year 1 plus CPI escalation)	
Sub-total C: year 3 (year 2 plus CPI escalation)	
Sub-total D: year 4 (year 3 plus CPI escalation)	
Sub-total E: year 5 (year 4 plus CPI escalation)	
5-years estimated contract value Sub-total F* (VAT Inclusive)	R

***this amount to be carried over to Form of Offer and Acceptance (C1.1 page 1)**

Contract values will be increased/decreased according to the current stipulated in Statistic SA – Consumer Price Indices- all income groups. **6% escalation should be used for illustrative purposes.**

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PART 3: SCOPE OF WORK

C3 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the infrastructure at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will be responsible for Glazing works at the OR Tambo International Airport. 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.

Overview of the works

In brief, the Contractor will be responsible for Glazing works at OR Tambo International Airport.

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.

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 at all times – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

The Contractor shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance. Should the Contractor not be able to maintain adequate system performance due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Service Manager.

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 trustworthy of the air-conditioning and ventilation systems activities/procedures in the area. The

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Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned 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 guaranteed for a period of 6 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 a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the Activity Schedule. ACSA shall provide an on-site store room to the contractor free of charge. The Contractor shall keep the store room in a neat and clean state and an updated equipment list will always be available on-site and submitted to the Service Manager at the end of every month. 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 ensure that spares are effectively managed and scrapped parts and waste removed from site.

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 in order 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, ear protection equipment and a uniquely numbered retro reflective jacket (for easy identification via CCTV).

Location of the works

The Works are located at OR Tambo International Airport. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such.

PROCUREMENT

**Preferential procurement procedures
Requirements**

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The Contractor will respect OEM warranties to ACSA at all times 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 at all times.

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 will have to build relationships with the various key OEM's.

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

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

Subcontracting

No part of this Contract may be subcontracted unless with written approval from ACSA. ACSA 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.

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 at all times 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.

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

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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 ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- Assisting with emergency repairs
- 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 to work relating/affecting the passenger loading bridge operations
- 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
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance and operational procedures relating to the passenger loading bridges.
- Co-operating with ACSA Security relating to security issues
- Investigation of equipment breakdowns, malfunction, and the like, and reporting to Service Manager

The ACSA 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**

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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. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract

➤ **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 ACSA'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 kept on site and will be available for scrutiny by the Service Manager at any time. All records shall be in a format as agreed with the Service Manager.

➤ **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:

1. Maintenance work (including % of scheduled maintenance work completed)
2. Standing work order
3. Signed Job card

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4. Preventative Maintenance Inspection (Work order)
5. Daily inspections performed

The contractor shall keep copies of all reports for at least 5 years. All reports shall be in a format as agreed with the Service Manager from time to time.

➤ **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.

➤ **Insurance provided by the employer**

Refer to General Conditions of Contract

Health and safety

➤ **Health and safety requirements and procedures**

The Service Manager shall be entitled to fine the Contractor an amount of **R10 000.00** 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. In particular, 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

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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 cost 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 fire prevention system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). 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**

➤ **Barricades and lighting**

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Employer's</i> Service Information	20
	Total number of pages	21

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C3.1: EMPLOYER'S SERVICE INFORMATION

Contents

1. Description of the *service*

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2. Service Scope and Management strategy

1.1 Period of service contract

- 1.1.1 The service contract shall be 5 years.
- 1.1.2 Contract performance management will be done in line with the NEC3 TSC.
- 1.1.3 However, the Employer shall reserve the right to review the maximum period of the contract depending on prevailing circumstances and Employer business strategy.

1.2 The Contractor's plan for the service and Service Performance

1.2.1 Service Delivery Plan

- 1.2.1.1 The contractor shall develop a Service management plan to monitor the delivery Service, Systems material, components, and products to ensure that the delivery process is generating the quality level expected by Employer. The plan may involve submittal of initial samples or demonstration of services by the contractor.
- 1.2.1.2 The Employer will carry out the checking of the **key performance measurements** presented by the contractor with its own means and the checking of the scope of service under practical conditions of use.
- 1.2.1.3 The plan should include necessary actions to detect and contain any risk register. Plan should also include corrective actions to be taken in case of risk register.
- 1.2.1.4 The plan should be submitted and approved by the Employer service manager.

1.2.2 Continuous Improvement

- 1.2.2.1 Once delivery of service has started, the Employer will monitor the contractor's performance to establish a trend of Continuous Improvement.
- 1.2.2.2 Quality of service or product and On-Time Delivery shall be the minimum metrics to be tracked for contractor performance.
- 1.2.2.3 Resolution of risk registers in the service to the Employer will be addressed in a manner that will best support the Employer's standard requirements.
- 1.2.2.4 Expenses associated with contractor risk registers will be the responsibility of the contractor.

1.2.3 Performance Indicators

- 1.2.3.1 Employer will monitor contractor's performance and report it on a regular basis.
- 1.2.3.2 Contractor's Performance Indicators shall be as follows:
 - a. Service Quality: 99% defect Service delivery or Installed components
 - b. On-time delivery: 100% of complete service delivery and on time, based on agreed standards.
- 1.2.3.3 Contractors are expected to work with Employer to improve performance and/or process capability where needed.
- 1.2.3.4 Contractor's qualification status will be adjusted based on on-going performance.
- 1.2.3.5 In cases of repeated poor performance or failure to improve, the **contract shall be terminated**.

1.2.4 Containment of Non-conforming Supply of service

- 1.2.4.1 In the event a non-conforming material, component, system, or service is detected, Employer will determine the best method of securing conformity to meet Employer's requirements such as:
 - a. Return the entire lot of non-conforming material, component or systems to contractor
 - b. Contractor to sort/rework/repair the non-compliance on the risk register at Employer site.
 - c. Employer to identify an external resource (certified by Employer Service manager) to perform, sort/rework/repair at the cost of the contractor.
 - d. Employer personnel to perform, sort/rework/repair.

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- 1.2.4.2 All services, works, material and accessories shall conform to all **relevant** SABS and SANS standards, OHS Act regulations and any other legislation that might be relevant to this Contract or the execution thereof.
- 1.2.4.3 All services and works will be carried out to the **standards** as required by:
- a. The Original Equipment Manufacturer (OEM) for each piece of equipment;
 - b. Prevailing applicable governing laws and/or regulations;
 - c. Prevailing industry norms and best practice;
 - d. Employer requirements as delegated by the Service Manager from time to time;
 - e. Any other requirements which might have been omitted by this document.
- 1.2.4.4 Where OEM standards differ from those required by the Service manager, the more stringent requirements shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

1.3 Service Levels Details

- 1.3.1 Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary for the maintenance and repair of UPS systems, batteries and battery tripping units.
- 1.3.2 Tools and equipment used shall be in good working order, with current and valid calibration certificates where applicable and the correct tools for the job.
- The personnel supplied must be able to use the tools and be able to interpret any results obtained.**
- Where work requires communication devices, the contractor shall provide the necessary devices to allow this to happen.
- 1.3.3 Maintenance and repair services shall include but not be limited to the following: UPS's, batteries and battery tripping units.
- 1.3.4 All services and materials shall be of a type and quality that conform to applicable SANS specifications and standards.
- 1.3.5 All services, materials, and equipment to be used in the performance of work described herein are subject to the approval of Employer.
- 1.3.6 The contractor shall perform service call work, recurring work, and planned maintenance.
- 1.3.7 The contractor shall receive all service call requests directly from Services Manager and other Employer representatives. Calls shall be classified by the contractor as **emergency, urgent, or routine.**
- 1.3.8 The contractor shall respond accordingly for emergency and urgent calls.
- 1.3.9 A log shall be maintained of all service calls received; a description of the problem or requested work, date and time received site/substation/equipment name and number, and caller's name/telephone number shall be recorded for each call.
- 1.3.10 The contractor shall plan and schedule work to assure material, labour, and equipment are available to complete work requirements with regard to established time limits and quality standards. Verbal scheduling and status reports shall be provided when requested by Employer Service manager.
- 1.3.11 **Emergency service calls** will be classified as emergency at the discretion of Employer.
- 1.3.12 Generally, emergency calls consist of correcting failures that constitute an immediate danger to personnel; threaten to damage property or threaten to disrupt operations.
- 1.3.13 Urgent service calls will be classified as urgent at the discretion of the Employer.

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- 1.3.14 Generally, urgent calls consist of providing services or correcting failures which do not immediately threaten personnel, property, or activity missions, but will soon inconvenience and/or affect the health or wellbeing of personnel, and lead to property damage.
- 1.3.15 **Routine service calls** will be classified as routine when the work does not qualify as an emergency or urgent call.
- 1.3.16 The contractor shall have procedures for receiving and responding to emergency services within the specified response time seven days a week, including weekends and holidays and provide on-call response within **30 minutes** for weekends, holidays, and after normal duty hours for emergency service calls.
- 1.3.17 Emergency service work shall be continuous 24 hours a day, 7 days a week until completed, unless approved by Employer.
- 1.3.18 The contractor must be on the job site and working within **60 minutes** after receipt of an emergency service call. The contractor shall work without interruption and shall correct, remedy, or take other action as required to contain the emergency service call before departing from the job site.
- 1.3.19 The Contractor shall have procedures for receiving and responding to urgent service calls within one hour after receipt of an urgent service call received during regular working hours, and within 2 hours for urgent calls received after regular working hours, on weekends, or holidays.
- 1.3.20 All routine service calls shall be completed within 2 working days after receipt. Routine calls shall be normally accomplished during regular working hours, Monday to Friday.
- 1.3.21 Recurring work includes planned maintenance and start-up/shutdown of systems. The contractor shall maintain sufficient parts, materials, and equipment on hand to perform all recurring work as specified. Planned maintenance consists primarily of inspection, lubrication, calibration, adjustment, and minor part and component replacement (e.g., filter, belts, fans, batteries, and electronic components) as required to minimize malfunction, breakdown, and deterioration of equipment; and the identification of and/or performance of any repairs required to ensure the equipment is operating per manufacturer's standards. The contractor shall complete all identified repairs and provide all necessary services, parts, and materials as part of the Planned maintenance.
- 1.3.22 The following **penalties** shall apply when response and closure times are not met:

Event	Penalty amount
Not meeting required response times	R2 000 per event

- 1.3.23 Where a response time could not be achieved as a result of a physical impracticality (such as Airports security arrangements, communication systems weaknesses, etc.) this event will not be taken into account in calculating the contractors performance and a penalty will not apply.
- 1.3.24 Parties agree that penalties will not be the only/final remedy for poor/non-performance. Should an event occur for which a penalty is described, the employer shall not be limited to claim the only amount stated as the penalty. Under no circumstances will a penalty (even if claimed by Employer) limit Employer's or other party's legal position to claim for damages against the contractor as described elsewhere in the contract.
- 1.3.25 Employer shall notify the contractor in writing if it is its intension to claim penalty within **60 days** of an event or Employer shall loose its right to claim penalty. Should Employer not claim the penalty of an event it shall not be interpreted the level performance is acceptable or Employer shall not be entitled to claim for similar future events

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1.4 Management meetings

The Contractor shall ensure that he is represented, at all meetings called by the Service Manager relating to the management of the service, by members of his staff with the requisite level of authority, competence and involvement in the contract to be able to contribute effectively to the meeting.

If his regular representative is unavailable to attend any meeting the Contractor shall ensure that a suitably-briefed and competent deputy, of similar seniority, attends. Complete non-attendance by the Contractor may be considered as a Defect. The frequency, dates and venues of all meetings shall be set by the Service Manager, in consultation with the Contractor.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and Unplanned maintenance Issues	Monthly	OR Tambo North Wing Offices 3 rd Floor Maintenance and Engineering Offices	Service Manager; 1 st Electrician; Senior Electrician; Contractor representatives
Overall contract progress and feedback	Quarterly	OR Tambo North Wing Offices 3 rd Floor Maintenance and Engineering Offices	Service Manager or EMPLOYER Electrical Engineer; 1 st Electrician; Contractor representatives (compulsory for Site Manager)

1.4.2 Separate meetings for specialist activities such as planning and activities of a technical nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*.

1.4.3 Records of these meetings shall be submitted to the *Service Manager* by the contractor within five days of the meeting.

1.4.4 All meetings shall be recorded using minutes and register prepared and circulated by the contractor.

1.4.5 Such minutes and register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

1.4.6 The Contractor shall not submit claims for payment for staff attending any of the meetings

1.5 Contractor's management, supervision and key people

2.5.1 The schedule of key personnel to this Contract (as per the Schedules) will, as a minimum, include all persons from Site Manager, Electricians, Safety representative, Assistant Electrician up to management level.

2.5.2 For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. More requirements regarding staff competence, qualification and ability shall be provided in the Annexes.

2.5.3 Should the Employer Service Manager experience difficulties (also relating to maintaining a professional working relationship) with any of the above personnel, he/she may instruct the Contractor to replace the person forthwith with another person of similar ability.

1.6 Provision of bonds and guarantees

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2.6.1 The form in which a bond or guarantee required by the *conditions of contract (if any)* is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

2.6.2 The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

1.7 Communications and Documentation control

2.7.1 Contractor shall provide, maintain and operate appropriate facilities and Systems for:

- Management of information and records relating to the service;
- Receiving, transmitting and recording all communications from and to the Service Manager;
- Updating single line diagrams and schematics including system and component manuals

1.8 Invoicing and payment

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

2.8.2 The *Contractor* shall address the tax invoice to Employer Payments - Shared Service Centre and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;
The contract number and title;
Contractor's VAT registration number;
The *Employer's* VAT registration number: **4930138393**;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required)

2.8.3 The main payment method shall be through **Electronic Payment System**. The Contractor shall arrange with Employer's finance department for making all payments electronically.

2.8.4 The Employer shall pay the Contractor the accepted amount due, less any amounts due by the Contractor to the Employer, **within** 30 days of receipt of the Contractor's tax invoice. Any correcting amounts to be paid by the Employer to the Contractor shall be paid by the earlier of when the next assessment of an amount due is paid.

1.9 Records of Defined Cost to be kept by the Contractor

Insurance Provision

Provision of Insurance shall be as per **Insurance schedule C1.4** of this contract.

2.9.1 Insurance provided by the Employer

2.9.1.1 Provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).

2.9.1.2 Unless specifically otherwise stated, capitalised terms in the schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.

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2.9.1.3 The Insurance Schedule is a generic term sheet generally applicable to the *Employer's* Maintenance Services. In the circumstances:

- If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
- If the Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.

2.9.2 Insurance provided by the *Contractor*

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following: **(Refer to Insurance schedule C1.4 of this contract)**

2.9.2.1 INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

2.9.2.2 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.

2.9.2.3 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

2.11.2.4 Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible as stated in C1.4.

1.10 Training workshops and technology transfer

The contractor shall provide onsite UPS and BTU training and technology transfer to Employer Technical and operational staff.

Training shall include instructions on servicing, and maintenance and replacement parts and spares handling on existing and/or new technologies introduced.

1.11 Things provided at the end of the service period for the Employer's use

Equipment

At the end of the service period the contractor shall undertake the following activities:

- Return to the Employer, equipment, surplus spares and material provided by the Employer.
- Provide items of the equipment for Employer's use as stated in this contract.
- Provide information and other things as stated in this contract.

Information and other things

The Contractor shall commence Demobilisation, as soon as the Service Manager notifies him that the date of the end of the service period has been confirmed by the Employer. The Contractor shall, during Demobilisation, undertake the following activities including:

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- deliver to the Service Manager all his operational records, collected data, calculations and results of all analyses produced in connection with the surveys and other investigations and enquiries;
- provide all necessary facilities, advice and assistance to enable the incoming service provider to perform his own Mobilisation duties;
- liaise with the Service Manager and the incoming service provider concerning the return and/or transfer of all materials and apparatus that have been provided by the Employer or stored by the Contractor on the Employer's behalf, in good order, at the end of the service period;
- transfer all digitally stored information that he has accumulated during the service period, other than the Contractor's commercially confidential digital information;
- prepare and submit to the Service Manager, no later than three months before the end of the service period, a report on all outstanding defects, work in progress and Task Order work that the Contractor will complete after the end of the service period.
- Submit all outstanding invoices on the last day of service provision.

1.12 Management of work done by Task or Work Order

- 1.12.1 The Employer's Service Manager or His representative will identify items of work that need to be undertaken and shall compile these into batches of works known as Tasks.
- 2.12.2 The Service Manager will issue these Tasks to the Contractor, by raising them as a Task Order, through a Works Order. Each Task Order will include:
- Details of the location and description of the repairs that are to be carried out;
 - A priced list of items, using the Prices from the Price List;
 - the required level of response for each repair;
 - The amount of delay damage for the late completion of the Task;
 - The total of Prices for the Task.
- 2.12.3 The Contractor shall prepare a Task Instruction program within the period stated in the instructing Task Instruction and completes all of the repairs listed in the Task, in accordance with the required levels of response, before reporting their completion back to the Service Manager.
- 2.12.4 Any work not included under planned maintenance shall be deemed additional work or non-scheduled Task Orders and will be charged at the rates specified in the pricing schedule.

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3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

3.1.1 The contractor shall formulate and submit, within 30 days after the conditional contract award date, a written safety and health plan for acceptance by the Service Manager.

3.1.2 The written plan shall include the details of the contractor's safety organization, responsibilities, method of program implementation, and how hazards and deficiencies shall be identified and corrected. It shall detail employee's responsibilities for:

- Protection of Employer property and safety of others,
- employee's responsibilities for reporting all mishaps, and
- Establish procedures for reporting or correcting unsafe conditions, hazards, or practices.

3.1.3 The plan shall also contain mishap notification and reporting procedures.

3.1.4 The contractor shall ensure employees have safety education when engaged in activities involving Employer's facilities, personnel, or equipment.

3.1.5 The contractor shall immediately notify Employer safety personnel of all accidents/incidents involving employee use of and/or damage/injury to facilities, equipment, or personnel.

3.1.6 The contractor shall require their personnel to wear safety shoes/boots in accordance to OHSA standards.

3.1.7 The contractor shall provide all required personal protection equipment, e.g. respirators, hearing protection, eye protection, gloves, steel-toed boots, aprons, masks, face shields, reflective vests, etc. as required by OHSA standards. Where applicable test certificates shall be included to guarantee conformance.

3.1.8 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.

3.1.9 Wherever the Employer owned equipment and/or tools are utilized, the Contractor shall be solely liable for compliance of such equipment or tools with the Occupational Health and Safety Act (as most recently amended) as if the Contractor is both the owner and user of such equipment and/or tools.

3.3.10 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.

3.3.11 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.

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

- a. All airside areas.
- b. All basement areas.
- c. All areas accessible to the public.
- d. All enclosed areas.
- e. The terminal building.

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- 3.1.13 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 Employer Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.
- 3.1.14 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.
- 3.1.15 No person shall perform an unsafe / unhygienic act or operation whilst on Employer's premises.
- 3.1.16 No unsafe/dangerous equipment or tools may be brought onto or used on Employer's premises. The Employer reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Employer and without affecting the terms of the Contract in any way.
- 3.1.17 Employer 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.
- 3.1.18 The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- 3.1.19 At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.
- 3.1.20 The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.
- 3.1.21 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.
- 3.1.22 Wherever Employer owned equipment and/or tools are utilized, the Contractor shall be solely liable for compliance of such equipment or tools with the Occupational Health and Safety Act (as most recently amended) as if the Contractor is both the owner and user of such equipment and/or tools.
- 3.1.23 The Contractor shall comply with the health and safety requirements as per Occupational Health and Safety Act (1993) of 1985 as Section 37(2) appointee.

3.2 Environmental constraints and management

The contractor shall comply with all state, provincial and local environmental laws, and Employer policies and regulations to include but not limited to resource conservation and recovery, safe water drinking, and Clean Air. Refer to Environmental Terms and conditions above.

- 3.2.2 The use, handling, storage, and disposal of all toxic, hazardous, special or radiological wastes/materials shall be as per, state, provincial, local and Employer environmental regulations and procedures. Personnel shall be trained by the contractor on proper procedures to include spill response and clean up.
- 3.2.3 The contractor shall provide a complete environmental plan to assure compliance with all environmental statutes and regulations.

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- 3.2.4 All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed.

3.3 Quality assurance requirements

3.3.1 Quality of Service

- 3.3.1.1 All work shall be carried out under the supervision of an experienced supervisor (ACSA Electrician).
- 3.3.1.2 The *Contractor shall* comply with the *Employer's* Quality Requirements.
- 3.3.1.3 All quality control documentation shall be submitted to the *Service Manager* within 60 days of Contract date.

3.3.2 Rejection of Service

- 3.3.2.1 If the Contractor fails to comply with his obligations under the contract the Employer may reject any part of the *services* by giving written notice to the Contractor specifying the reason for rejection and whether replacement *services* are required and within what time.
- 3.3.2.2 Any money paid to the Contractor in respect of *services* not replaced within the time required, and / or obtaining replacement *services* from a third party shall be paid by the Contractor to the Employer.

3.3.3 Correction of Defects

- 3.3.3.1 The Contractor shall correct defects as per Employer's instruction at no cost to the Employer as per time specified in the SLA.
- 3.3.3.2 If the Contractor has not corrected the defect within the stated time, the Employer assesses the cost of having the defect corrected by others and the Contractor pays this amount.

3.3.4 Guarantees.

- 3.3.4.1 The Contractor guarantees workmanship and materials supplied to be free of defects, meaning in accordance with the Service Information and best industry standard applicable to the *services* if not so specified, fair wear and tear excepted, for a period of not less than 12 months after the work has been carried out.
- 3.3.4.2 All materials supplied as part of the *services* shall be new unless otherwise stated in the Service Information or instructed by the Employer.

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

The Contractor shall comply with Basic Condition of Employment Act and Labour Relation Act for the use of labour in executing the works To give effect to the right to fair labour practices referred to in section 23(1) of the Constitution by establishing and making provision for the regulation of basic Conditions of employment; and thereby to comply with the obligations of the Republic as a member state of the International Labour Organisation; and to Provide for matters connected therewith.

4.1.2 BBBEE and preferencing scheme

- 4.1.2.1 The Employer has formal policy on Broad Based Black Economic Empowerment (BBBEE) programme regarding procurement from Black Suppliers.
- 4.1.2.2 The Employer policy is to maximise purchases from Black or Black Empowering Enterprises whether Black Woman-owned, small or Large Black or Black empowering suppliers.
- 4.1.2.3 The contractor is required to submit and keep a Valid BBBEE certificate throughout the duration of this contract.

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4.2 Subcontracting And Assignment

The Contractor shall not assign or subcontract any part of this contract or a Task Order without the prior consent of the Employer. If the Contractor subcontracts work, he is responsible for performing this contract as if he had not subcontracted.

4.3 Plant and Materials

Quality of Plant and Material

- 4.13.1.1 The contractor shall use plant and material which comply with the Employer's Standards specifications and quality requirements, and shall, if so ordered, furnish the Service Manager with certificates showing that the materials do so comply.
- 4.13.1.2 Where so specified, materials shall bear the official mark of the appropriate standard.
- 4.13.1.3 Samples ordered or specified shall be delivered to the Service Manager's office on the Site.
- 4.13.1.4 Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the published instructions of the relevant manufacturer.

Materials, Spares and consumables provided "free issue" by the Employer

- 4.13.2.1 The Contractor shall supply all the necessary equipment and material required to execute the Works.
- 4.13.2.2 Should the Contractor require using of any of the Employer's Material, including spares and consumables, it must be arranged through the Service Manager. The Employer does not guarantee continuity of supply of any of these items.

Contractor's procurement of Plant, Materials, Management of Inventory and Disposal of redundant Equipment and Spares

- 4.13.3.1 The Contractor shall make use of SABS approved tools, equipment and plants and material. Test certificates shall be given to the Service Manager on request.
- 4.13.3.2 The Contractor shall keep minimum levels of critical spares as agreed with Service Manager to avoid prolonged interruption of operations.
- 4.13.3.3 All spares held by the contractor on behalf of the Employer shall be managed as per Employer inventory management policies and procedures. Monthly reports on inventory shall be submitted to the Service Manager.
- 4.13.3.4 The Employer remains the owner of all absolute equipment, inventory and Material and the disposal of such shall be managed as per the Employer inventory management procedures. Redundant equipment shall be identified and handed to the Service Manager.
- 4.13.3.5 It is the prerogative of the employer to decide which equipment needs to be disposed.

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5. Working on the Affected Property

5.1 The Works are located at OR Tambo International Airport in the following areas: Cargo, Terminal building and Airfield. Furthermore, Airfield section is a restricted and access controlled area. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such. The contractor will have to adhere to all airport requirements regarding access control, security, fire, health and safety

5.2 The Contractor must ensure that he/she is, at all times, familiar with the Employer safety and security requirements relating to permits in order prevent work delay as a result thereof. This shall include the permit application process.

Note that (within reason) the Contractor shall have no claim against the Employer in the event that 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	Employer Safety
Airside Vehicle Permit	All vehicles that enter airside	Employer Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	Employer Parking
Personal permit	All persons employed on the airport	Employer Parking
Cell phone permit	All persons taking cell phones to airside	Employer Security
Tools permit	All persons taking cell phones to airside	Employer Security
Lap top permit	All persons taking lap top computers to airside	Employer Security
Camera permit	All persons taking cameras or camera equipment to airside	Employer Security
Hot Works Permit	All welding and/metal cutting work	Employer Safety

5.3 Employer's site entry and security control, permits, and site regulations

5.3.1 The contractor shall apply for access permits via the Service Manager for approval before submission to the Employer's permit office.

5.3.2 The *Contractor* applies for *Access Permits* for all his employees and/or Subcontractors at the Employer's permit office, at least 24 hours prior to entry of Employer's Security Area.

5.3.3 The Contractor shall not be compensated for costs relating to required permits, nor for labour/time spent in obtaining it. An allowance shall be made in the Activity Schedule in this regard.

5.4 People restrictions, hours of work, conduct and records

5.4.1 Hours of work at the Employers premises/site may be restricted and shall be subject to changes and interruptions due to Airport operations.

5.4.2 The Service Manager shall notify the contractor of any site restrictions and re-arrange for alternative permitted working hours to the particular premises within the Employer's site.

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- 5.4.3 No work shall be done without a written permission in the form of a permit/works order, from an Employer Service Manager or his representative.
- 5.4.4 Use of cell phones on airside shall **not** permitted unless the user is in possession of an appropriate Airport permit for the device. Cell phone permit issuing authority lies with the Employer Security department.
- 5.4.5 The Contractor shall **not** be allowed to use two-way radios at the Employer's premises unless these radios are of the type, model and frequency range as approved by the Employer IT department. Approved radios may be arranged via Employer IT department - payment shall be for the account of the Contractor.

5.5 Health and safety facilities on the Affected Property

5.5.1 Medical Facilities

- 5.5.1.1 The *Contractor shall* provide a First Aid service to his employees. In the event of a serious injury, the contractor shall use Medical Clinic and facilities available *Employer's* premises.
- 5.5.1.2 The contractor shall report near misses, minor and serious injuries and life threatening situations to the Employer. The *Employer* shall be entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.
- 5.5.1.3 The *Contractor* or his staff shall not move the injured party from the incident position and site unless the person/person's life is in danger or the person is moved by a qualified and trained Emergency Care Worker.

5.6 Environmental controls, fauna & flora dealing with objects of historical interest

- 5.6.1 No fauna or flora shall be collected or removed from site by any visitor without written permission of the employer, in which case cognizance will be taken of appropriate provincial legislation pertaining to fauna and flora.
- 5.6.2 Under such cases Employer ethical policies and guidelines shall be strictly applied.
- 5.6.3 The Contractor has no title to an object of value or historical or other interest within the site
- 5.6.4 The Contractor shall notify the Service Manager when such an object is found and the Service Manager will instruct the Contractor how to deal with it.
- 5.6.5 The Contractor shall not move the object without Service Manager Instruction.

5.7 Cooperating with and obtaining acceptance of others

- 5.7.1 The Contractor shall co-operate with others in obtaining and providing information which they need in connection with the services.
- 5.7.2 The Contractor shall share the working area with others in executing the services.

5.8 Records of Contractor's Equipment

- 5.8.1 The Contractor's attention is drawn to the applicable regulation framed under the Machinery and Occupational Safety Act, 1983 (Act No. 6 OF 1983)
- 5.8.2 When working in built-in areas, the contractor shall provide and use suit able and effective silencing devices for pneumatic tools and other plant would otherwise cause a noise level exceeding 85 Db(A) during excavation and other works.
- 5.8.3 Alternatively the Contractor shall by means barriers, effectively isolate the source of any such noise in order to comply with the said regulation.

5.9 Equipment provided by the Employer

- 5.9.1 Should the *Contractor* require using of any of the *Employer's* Equipment, including, electricity, water supply and crane age, it must be specified in the

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Scope of work supplied by the *Contractor*. The *Employer* does not guarantee continuity of supply of any of these items.

- 5.9.2 The *Employer* shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.
- 5.9.3 The *Contractor* shall be responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.
- 5.9.4 The *Contractor* site manager must ensure that any one of his employees operating lifting equipment belonging to the *Employer* is authorized by an Accredited Company and retraining is done annually.
- 5.9.5 A copy of this accredited and valid training certificate shall be given to the *Employer's Service Manager*, who will then arrange access for usage.

5.10 Site services and facilities

Provided by the *Employer*

- 5.10.1.1 Water is available at the existing points within Employer's Premises.
- 5.10.1.2 Electrical Power Supply is available at the existing points. The *Contractor shall* provide his own portable supply cables to and from the boards, for all his power supply requirements to execute the *works*.
- 5.10.1.3 The *Employer shall* provide the *Contractor* access to existing toilet facilities.

5.11 Control of noise, dust, water, fire and waste

- 5.11.1 The Contractor shall take all responsible measure to minimize any dust nuisance, pollution of stream and inconvenience to or interference with public as a result of the execution of the works.
- 5.11.2 Remove all rubble and dispose to appropriate facility as according the Employer's Waste Management Policy and Procedures,
- 5.11.3 The Contractor shall not allow any pollutant 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.

6. Switching and Equipment Isolation:

- 6.1 All switching shall only be carried out by Employer's Authorized Persons/Official, Electrical Engineer or a Competent Person under the Personal Supervision of the Employers Authorized Official or Electrical Engineer.

6.2 Working Instruction General

6.2.1 Basic Requirements on Apparatus/equipment:

a. Entry Requirements

No persons shall:

- Enter a substation without obtaining permission to the relevant authorized official or Electrical Engineer.
- Touch insulation covering for equipment which has not been released for Work.
- Disturb a cable that has not been released for work.
- Interfere with any item of electrical equipment without first having been given instructions to do so by the Authorized official or Electrical Engineer.
- Commence work until they have undertaken a Risk Assessment, fully understand instructions and are conversant with the nature and extent of the work to be carried out. Under no

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circumstances shall the instructions be exceeded.

6.2.2 Should any person consider they are unable to carry out the work safely; the matter must be referred to Electrical Engineer or higher authority for a decision before continuing.

6.2.3 No person shall enter live chambers , enclosures or confined space until instructed to do so by the Authorized Person/Official or Electrical Engineer following a job specific Risk Assessment, after all necessary safety precautions have been taken.

6.2.4 Smoking is prohibited in the vicinity of the work area/zone.

6.2.5 The person responsible of the works shall be a Competent Person, a Responsible Person or a Person having a higher level of Authority and Competence.

6.2.6 Training Requirements

Arrangements shall be made by an Authorized Official, Electrical Engineer or a Person having a higher level of Authority and Competence to ensure that all persons with access to live chambers, enclosures or confined space are adequately informed of: -

- Risks to their Health and Safety
- Planned and protective measures to be taken
- Procedure in the event of serious or imminent danger
- The risks arising from other activities in the workplace
- Those with access to operate equipment are aware of the consequences of operations carried out.
- Other people who may be exposed to danger by the operations or works receive adequate information and where necessary instruction.
- The capabilities of Persons are taken into account in allocating tasks.
- Treatment for Electric Shock
The competent/responsible person who is in charge of or control of work on the electrical network or apparatus/equipment shall be trained and conversant with the treatment for electric shock.

6.2.4 Objections on Safety Grounds

When any person who has concerns regarding the operation of or work upon the electrical network or apparatus/equipment, they shall refer them to Authorized Official, Electrical Engineer or a Person having a higher level of Authority and Competence. The matter shall be investigated, and reviewed before proceeding

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ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Maintenance activities	Annex B
Service Level Agreement	Annex C
OHS Act Appointment by Contractor	Annex D
Environmental Terms and Conditions	Annex E
Schedule of Tools and Special Equipment	Annex F
Contract start-up proposal	Annex G
Resource proposal	Annex H
Suggested Maintenance Programme	Annex I

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ANNEX A

Schedule of Equipment

1. 1x LDV
2. Ladders and scaffolding.
3. All other equipment that is required for the execution of this contract.

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ANNEX B

MAINTENANCE ACTIVITIES

See C2.2.1 Schedule of Rates

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Annex C – Service Level Agreement (SLA)

Operational hours

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.

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly:

Skill	Quantity	Days per week	Hours
Site Manager	1	7	When required
Skilled labourer	1	5	Mon-Fri (08:00-17:00)
Skilled labourer (stand by)	1	7	24H00

The Contractor must have additional resources available to attend to emergencies.

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

The monthly tendered amount shall include for at least **1x Site manager and 1x skilled laborer to be present at the airport at all times during normal working hours**. Normal working hours are defined as Monday to Friday from **8H00 to 17H00** and exclude weekends and public holidays.

Service Levels

The following service levels are the minimum service levels acceptable to ACSA, ORTIA, tenders must be able to match or better the service levels.

Response Times

It will be expected of the contractor to be available 24 hours a day, 7 days a week, and 365 days a year to attend to all glazing maintenance work. ACSA will expect the contractor to have a site presence from **08H00 until 17H00** 5 days a week and be available on standby for all other periods. When not on site the contractor has to ensure that they can still meet the specified service levels as stated in this contract.

A substantial amount of work will also have to be done at night and the contractor will be expected to have the resources available to execute these works.

100% of all calls must be responded to within 60min during normal working hours as per contract. 100% of all calls after hours must be responded to within 2Hours when required on site. Response time shall be measured as the time taken from reporting the call to the maintenance contractor.

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100% of all calls must be completed in 48 hours. Special arrangements will be made for all project related work and completion dates fixed at negotiation stages.

In the event of the fault not being rectified within the times mentioned above it will be the sole responsibility of the Contractor to communicate with the ACSA Service Manager.

ACSA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Closure Duration

Closure duration is defined as the time elapsed since the maintenance call was logged at the IMC to the time the contractor reports to the IMC that the problem has been resolved.

Defect Free Period

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.

Low Service damages

Failure to meet service levels

- a. Response time: Non-compliance to contracted response times for ONE consecutive month will result in a Low service damages of **R2 000.00** (Two thousand rand) for each month after the third month until the specific service level is achieved.
- b. Closure duration: Non-compliance time to contracted response time for one consecutive months will result in a Low service damages of **R2 000.00 (Ten thousand rand)** for each month after the third month until the specific service level is achieved.
- c. Defect free period: Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.
- d. Safety and housekeeping: Should the number of infringements exceed the benchmarked amount; an **R2000.00** (two thousand rand) Low service damages will be retained from the following month's invoice. Should a specific individual be guilty of all the infringements, ACSA reserves the right to instruct the contractor to remove the individual from site.

Notification of Penalties

The employer's representative will notify the contractor in writing of any penalties.

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MAINTENANCE RECORD SHEETS

When maintenance is performed record sheets must be completed and signed off.

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 ACSA Service 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 E

C4.5: 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 ACSA. ACSA 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 Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA 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 ACSA 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	<ul style="list-style-type: none"> 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 at all times in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>

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Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • 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 ACSA 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 with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA 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 (Penalties)

Low Service Damages (Penalties) shall be imposed by ACSA 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. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

The Contractor is also advised that the imposition of low service damages (penalties) does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Low Service Damage (Penalties) shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's 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 as a result of the infringement at his/her own expense.

I, _____ (name & surname) of _____ (company)

agree to the above conditions and acknowledge ACSA's right to impose low service damages (penalties) 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).

[illegible]

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ANNEX G

Contract start-up proposal

The Tenderer shall include a detailed proposal as to starting up the new maintenance contract. This must, as a minimum, include required timelines and personnel training.

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ANNEX H

Resource proposal

The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff and how/where they will be deployed and utilised under this contract.

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ANNEX I

Suggested Maintenance Programme

The Tenderer shall include a suggested maintenance programme that must attempt to cover all requirements under this contract.

All Maintenance shall be scheduled, at least, to the requirements of the following table (the contractor must ensure that sufficient allowance for all the items are made with the pricing in the Activity Schedule):

Tenderers to ensure that the proposed maintenance programme agrees with the OEM maintenance recommendations

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C4: Site Information

LIST OF INFRASTRUCTURE

Glazing Maintenance will be performed on all buildings and assets as included, but not limited to the list below:

1.	International Pier	1
2.	Terminal A, CTB	1
3.	Terminal B Domtex	1
4.	Multi Storey Parkade 1 & 2	1
5.	Bus Terminal	1
6.	Lower Roof (Airlines)	1
7.	Lower Roof (JOC)	1
8.	Administration Building 4 th Floor	1
9.	KB1	1
10.	KB2	1
11.	Engen Skytop	1
12.	Perishable Cargo	1
13.	Freight Agents Building	1
14.	Freight Warehouse	1
15.	New Complex (Fire & Rescue, Training Centre)	1
16.	Fire Station (Charlie 24)	1
17.	Remote Sites	1

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

The Works are located at OR Tambo International Airport, which is a restricted and access-controlled area. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such. The contractor will have to adhere to all airport requirements regarding access control, security, fire, health and safety.

4.1.1 Access limitations

a. General

- The works is within the security area of the Airports Company South Africa (ACSA) and access to the site is governed by the terms and conditions laid down by ACSA Security Officials from time to time. The *Contractor* shall satisfy himself as to these terms and conditions.
- The *Contractor* shall liaise with the ACSA Security Staff in order to obtain access permits for his staff and vehicle, which will be working within the airport. Personnel and vehicles entering and leaving the site are subject to routine searches.
- The *Contractor* will have to obtain a “gate permit” from the *Project/Service Manager*, before materials and equipment can be removed from the site. The “gate permit” gives an itemized list of materials and equipment to be removed from site.

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- The *Contractor* shall make his own assessment of, and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works.

b. Permits

- The Contractor shall ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order prevent work delay as a result thereof.
- This shall include the permit application process.
- The Contractor shall have no claim against ACSA in the event that 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 including trainings (AIT, AVOP and General Security Awareness)	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Tools 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
Airside Projects/Works Permit	For All projects on the Airside	ACSA Airport Operations/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.
- No work shall be done without a written permission in the form of a permit/works order, displayed on the wall or in a visible area in the work area.

c. 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.

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- 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.
- Approved radios may be arranged via said department - payment will be for the account of the Contractor.

4.1.2 Ground conditions in areas affected by work in this contract

There are no excavations activities in this project.

4.1.3 Hidden and other services within the *site*

There might be water and sewer pipes crossing under or above the substation. Also there are a lot of other cables going through the substation 5 to other substations and these must be treated as live cables. There are also communication cables connecting the substation with the other substations.

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

The substation is an existing substation with working electrical equipment. Detailed single line drawings and room layout are available on request. The contractor is only required to work in the two-substation mentioned on the scope of work.

4.1.5 Safety Management

- The *Contractor* must be registered with the Occupational Health and Safety Commission.
- The *Contractor* submits a Health and Safety Plan to the *Employer* for work to be performed.
- The Health and Safety plan must include a Risk Assessment of the activities with mitigating methods that will be used to prevent accidents.
- The Health and Safety plan must be implemented and monitored to ensure its integrity.
- Details of *Contractor's* appointed Health and Safety Committee members must be included and appointed in writing.
- The *Contractor* in writing must appoint all competent person/s.