



**O.R. Tambo International Airport**

NEC3 Term Service Contract (TSC3)

PROJECT TENDER REFERENCE NUMBER: COR79292025RFP

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

**And**

**For                      Periodic Service Contract: The  
provision of maintenance service UPS's,  
Batteries and UPS Cooling Unit at  
Western Precinct for a period of thirty-  
six (36) month.**

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**CONTRACT No.**

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AIRPORTS COMPANY SOUTH AFRICA  
O.R. TAMBO INTERNATIONAL AIRPORT

**Provision of Maintenance of UPS's, Batteries and Battery Tripping Units at OR Tambo International Airport**

## **PART C1:        AGREEMENTS & CONTRACT DATA**

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

**Provision of maintenance service UPS's, Batteries and UPS Cooling Unit at Western Precinct for a period of thirty-six (36) months**

## C1.1 Form of Offer & Acceptance

### Offer

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

**Periodic Service Contract: Provision of Maintenance of UPS's, Batteries and Cooling Units at Western Precinct for 36 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	<b>R</b>
	Value Added Tax @ 15% is	<b>R</b>
	The offered total of the Fixed Cost amount due inclusive of VAT is	<b>R</b>
	(in words)	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the 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

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

**Provision of maintenance service UPS's, Batteries and UPS Cooling Unit at Western Precinct for a period of thirty-six (36) months  
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.

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**

**Provision of maintenance service UPS's, Batteries and UPS Cooling Unit at Western Precinct for a period of thirty-six (36) months**

**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

Name &  
signature  
of witness

Date

*(Insert name and address of organisation)*

*(Insert name and address of organisation)*

## 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	<b>General</b>	
	The <i>Conditions of Contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with price list</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability (as Amended in Option Z)</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (name):	<b>Airports Company South Africa</b> <b>a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>Registered office at</b> <b>O R Tambo International Airport</b> <b>Private Bag X1</b> <b>3<sup>rd</sup> Floor ACSA North Wing Offices</b> <b>O.R. Tambo International Airport</b> <b>1627</b>
	Tel No.	<b>011 921 6262</b>
	Fax No.	<b>N/A</b>
10.1	The <i>Service Manager</i> is (name):	
	Address	<b>O. R. Tambo International Airport</b> <b>Private Bag X1</b> <b>3<sup>rd</sup> Floor ACSA North Wing Offices</b> <b>OR Tambo International Airport</b> <b>1627</b>
	Tel	<b>N/A</b>
	Fax	<b>N/A</b>
	e-mail	<b>N/A</b>
11.2(2)	The <i>Affected Property</i> is	<b>O.R. Tambo International Airport</b>
11.2(13)	The <i>Service</i> is	<b>Provision of maintenance service UPS's, Batteries and UPS Cooling Unit at Western Precinct for a period of thirty-six (36) month.</b>

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	<b>The Contractor's main responsibilities</b>	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	<b>Time</b>	
30.1	The <i>Starting Date</i> is.	Upon signing of the contract by ACSA
30.1	The <i>Service Period</i> is	36 months from the Starting Date
4	<b>Testing and defects</b>	No data is required for this section of the <i>conditions of contract</i> .
5	<b>Payment</b>	
50.1	The <i>Assessment Interval</i> is	between 15 <sup>th</sup> 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.
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.
6	<b>Compensation events</b>	No data is required for this section of the <i>Conditions of Contract</i> .
7	<b>Use of Equipment Plant and Materials</b>	No data is required for this section of the <i>Conditions of Contract</i> .
8	<b>Risks and insurance</b>	
86.2.	The Employer provides these insurances	<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 &amp; 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>



		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”).
83.1	The <i>Contractor</i> provides these additional insurances	<p>(i) Insurance against loss of or damage to the services, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine &amp; Air Cargo Insurance; and</p> <p>(i) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the services, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <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	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	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	<b>Data for Option W1</b>	
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)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitration published by the Association of Arbitrators or its successor.
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organisation who will choose an arbitrator	The Chairman of Johannesburg Advocate’s Bar Council
	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	
12	<b>Data for secondary Option clauses</b>	

<b>X1</b>	<b>Price adjustment for inflation</b>	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.
<b>X17</b>	<b>Low Service Damages</b>	
<b>X17.1</b>		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.
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>R0.00</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	<b>Total of the losses incurred and/or repairs to the damages caused.</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>Total of the losses incurred and/or repairs to the damages caused.</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p><b>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 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</b></p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- loss of or damage to property (other than the works, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul>
X18.5	The <i>end of liability date</i> is	<b>As per the Prescription Act</b>
<b>X19</b>	<b>Task Order</b>	<b>Refer to service information</b>
<b>Z</b>	<b>The <i>Additional conditions of Z1 – Z19 contract</i> are</b>	

	<b>Amendments to the Core Clauses</b>
<b>Z1</b>	Interpretation of the law
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> 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.
<b>Z2</b>	<b>Providing the Service:</b>
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b> 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.
<b>Z5</b>	<b>Termination</b>
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
	<b>Amendment to the Secondary Option Clauses</b>
<b>Z7</b>	<b>Limitation of liability:</b>
<b>Z7.1</b>	<b>Insert the following new clause as Option X18.6:</b> 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
<b>Z7.2</b>	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
	<b>Additional Z Clauses</b>
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	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>
<b>Z8.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liability</b>
<b>Z9.1</b>	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.
<b>Z9.2</b>	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.
<b>Z9.3</b>	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> .
<b>Z10</b>	<b>Ethics</b>
<b>Z10.1</b>	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 *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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- 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 *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- 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.

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**Z12 Employer's Step-in rights**

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- 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.

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**Z13 Liens and Encumbrances**

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**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

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**Z14 Intellectual Property**

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**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.

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**Z15 Dispute resolution:**

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**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 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>
Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>

## 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 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>
Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>
Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>

## 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.

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<b>Z18</b>	<b>Communication</b>
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<b>Z18.1</b>	<b>Add a new Core Clause</b> 14.5 and 14.6 to read as follows: The <i>Service Manager</i> 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
<b>Z18.2</b>	The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

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<b>Z19</b>	<b>Delegation</b>
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	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
<b>Z19.1</b>	As part of this contract the <i>Contractor</i> 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.

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## 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:	<b>CV's to be appended to Tender Schedule</b>
	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"><li>1. Manufacturing delays</li><li>2. Delivery delays</li><li>3. Commissioning challenges and delays</li><li>4. More to be included later</li></ol> |
|------|---|--|
-

## **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:**

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

**Hereinafter referred to as “Client”**

<b>Name of organisation:</b> <b>XXX</b>
<b>Physical Address:</b>  <b>XXX</b>

**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,

I .....a duly authorised 16.2 Appointee acting for and on behalf of .....(company name) undertake to ensure that the requirements and the provision of the 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

#### Summary of Terms and other Matters Applicable to Employer Provided Insurance

##### Part 1:

##### Notes to Schedule:

- The 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).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the *Employer's* projects. In the circumstances:
  - o 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
  - o If this 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.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

##### Part 2:

#### ACSA Maintenance Contracts Insurance Clause.

##### Insurance Affected by the Employer.

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

(a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

(i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own

interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

#### **Insurance Affected 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:

(a) 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.

(b) 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.

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

(d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.

(i) The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be affected with Insurers and on terms approved by the Employer.

(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)

(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

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

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

**Sub-Contractors**

The Contractor shall:

- (a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
- (b) enforce the compliance by Sub-Contractors with this clause where applicable.”



**PART 2: PRICING DATA****TSC3 Option A**

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

## 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:

<b>Identified and defined terms</b>	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 number of UPSs maintained per month. The UPS list will change on a monthly basis, and this should be reflected on the monthly invoicing.**

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

**Provision of Maintenance Services of UPS's, Batteries and Cooling Units at OR Tambo International Airport**

## C2.2 the *price list*

### 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.

#### Activity Schedule

**Note:** The scope of work is namely:

1. Planned **Monthly and Quarterly** maintenance and inspections of UPS's and Batteries systems and Cooling Units.
2. **Monthly** Reports formed by the weekly inspection.
3. Compiling **Monthly** and Quarterly Reports.
4. Planned **Quarterly** servicing maintenance of UPS's & Batteries systems and Cooling units.
5. **Unplanned or Break down** of UPS's & Batteries systems and Cooling units Maintenance.
6. Online Monitoring of UPS's and reporting & correcting all faults (To be provided by the *Employer*).
7. Unplanned repairing & replacing of faulty UPS and Batteries and Cooling units with failure reports generated.
8. Disposing of faulty Batteries and submitting a disposal certificate.
9. Keeping crucial spares of UPS and minimal stock of batteries and Cooling units.
10. Labelling of all UPS circuits.
11. Moving of critical circuits to the UPS.
12. Moving noncritical circuits to the Essential Board.
13. All resources are required to be stationed at ACSA during the 9 hours a day and will be on standby for the rest of the hours not on site. Refer to the SLA for the resource hours.

The contractor shall attend to all callouts and/or Unplanned maintenance and the response times shall be as stipulated under C3.1 below. Where the contractor is called out for break downs or requested to provide a service, the contractor shall only be paid for the labour and material that have been consumed during the callout or request of service and mark-up rates shall also apply for all third-party items and spares.

Refer to **Appendix B** for specific work instructions and maintenance activities.

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

**Provision of Maintenance Services of UPS's, Batteries and Cooling Units at OR Tambo International Airport**

**C.2.2 1 Schedule of Bill of Quantities and Rates**

**Price List No:1 - Preliminary and General (fixed)**

Item	Description	Unit	Unit price	Qty	Total amount
	<b>Preliminary and General (fixed)</b>				
1	Permits and airside induction courses and general security awareness training (minimum 12 resources). All permits to be renewed 3 times over.	ea		12	R
2	Cost of third-Party Insurance (excess of R Insurance covered by ACSA)	Sum		1	R
3	PPE (Reflective Vests, Safety Boots & Ear Protection)	Sum		1	R
4	Safety file and compliance to OHS Act and company safety policies	Sum		1	R
5	Vehicle parking permit	Sum		1	R
<b>SUB-TOTAL PRICE LIST NO.1 CARRIED FORWARD TO TOTAL PRICE SUMMARY TABLE</b>					<b>R</b>

**Price List No:2 - Planned Work (fixed)**

Item	Description	Unit	Frequency	Month amount	Annual amount
	<b>Monthly Planned work (fixed)</b>				
1	Planned Monthly Inspections of UPS's, Batteries systems and Cooling Units Units.	Sum	8	R	R
<b>SUB-TOTAL PRICE LIST NO.2 CARRIED FORWARD TO TOTAL PRICE SUMMARY TABLE</b>					<b>R</b>

**NB: Monthly amount is based on the number of UPSs maintained in the month.**

**Price List No.3 – Quarterly Maintenance of International Terminal Building UPS's and Batteries**

Item	Description	Unit	Qty	Quarterly maintenance amount	Annual maintenance amount (Multiply by 4)
1	Riello 200kVA UPS 1	ea	1	R	R
2	Riello 200kVA UPS 2	ea	1	R	R
3	Riello 400kVA UPS 1	ea	1	R	R
4	Riello 400kVA UPS 2	ea	1	R	R
5	Cooling Unit 1	ea	1	R	R
6	Cooling Unit 2	ea	1	R	R
<b>SUB-TOTAL PRICE LIST NO.3 CARRIED FORWARD TO TOTAL PRICE SUMMARY TABLE</b>					<b>R</b>

**Price List No.4: Spares, Corrective or Adhoc Maintenance items**

Item	Description	UOM	Qty	Rate	Total
1	Provisional Sum	Sum	1	R 800 000,00	R 800 000,00
<b>SUB-TOTAL PRICE LIST NO.4 CARRIED FORWARD TO TOTAL PRICE SUMMARY TABLE</b>					<b>R 800 000,00</b>

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

**Provision of Maintenance Services of UPS's, Batteries and Cooling Units at OR Tambo International Airport**

**List of Schedule of Normal and After-Hours Labour Rates and Callouts**

Requested services for Installation, Commissioning and Testing of Electrical equipment and Accessories and any unplanned maintenance shall be charged at acceptable industry labour rates, as gazette by National Bargaining Council. Where necessary, the service manager shall request guarantee for all new installation and unplanned maintenance works done.

**Note:** The amount on this price list will be spent on an adhoc basis, subject to approval by ACSA contract manager.

**Note:** **No labour shall be charged for travel or traveling allowances. Labour shall be calculated for time spent on site only.**  
Labour rates shall include all personnel insurance, holidays with pay and incentive bonuses.

Item	Resource	Description	Rate/Hour
1	Site Manager	Normal Hours (08h00 – 17h00)	
2	Electrician (Wireman's)	Normal Hours (08h00 – 17h00)	
3	Electrician (Trade Test)	Normal Hours (08h00 – 17h00)	
4	Safety Officer	Normal Hours (08h00 – 17h00)	
5	Electrical Assistant	Normal Hours (08h00 – 17h00)	

Item	Resource	Description	Rate/Hour
1	Site Manager	After Hours	R
		Sunday/Public Holidays	R
2	Electrician (Wireman's)	After Hours	R
		Sunday/Public Holidays	R
3	Electrician (Trade Test)	After Hours	R
		Sunday/Public Holidays	R
4	Safety Officer	After Hours	R
		Sunday/Public Holidays	R
5	Electrical Assistant	After Hours	R
		Sunday/Public Holidays	R
		<b>Description</b>	<b>Rate</b>
		Callout fee	

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**List of Spares**

Item	Description	UOM	Rate
1	Fan kit for Riello 200kVA UPS	Ea	R
2	Fan kit for Riello 400kVA UPS	Ea	R
3	AC DC Capacitor kit for Riello 200kVA UPS	Ea	R
4	AC DC Capacitor kit for Riello 400kVA UPS	Ea	R

**Mark-up (third party procured items/services)**

For the supply of parts, charges shall be levied at a rate of net costs plus:

Cost <sup>b</sup>	Mark-up <sup>c</sup>
R0 – R2 000	%
R2 001 – R5 000	%
R 5 001 – R 10 000	%
R10 001 – R50 000	%
Over R 50 000	%

<sup>b</sup>Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Cost shall be the total price and not the unit price. NB: Material amount to be sourced from Provisional Sum.

<sup>c</sup>Mark-up shall not exceed 10%

**NB: Procured Items not on List of spares above**

It should be noted that the list of spares above does not cover all the items that shall be supplied and installed under this contract. Materials for installation services and unplanned maintenance shall be supplied at the request of ACSA Service Manager who shall make sure that such materials meet the minimum required specifications. Items that shall be needed and do not appear on the list shall be supplied by the contractor at cost plus 10 % mark –up and third-party invoices shall be submitted to the Service manager on request.

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**TOTAL PRICE SUMMARY TABLE**

<b>Year 1 Maintenance Expenditure</b>	
<b>Description</b>	<b>Total (excluding VAT)</b>
SUBTOTAL Price List No.1 Preliminary and General (fixed)	R
SUBTOTAL Price List No.2 Monthly Planned Work (fixed)	R
SUBTOTAL Price List No.3 Quarterly UPS, Batteries and Cooling Units	R
<b>TOTAL YEAR 1 = PRICE LIST 1 + 2 + 3 (excl. VAT)</b>	<b>R</b>



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**Expenditure over 3 years contract including \*price adjustments**

<b>Description</b>	<b>Total (excluding VAT)</b>
Total: year 1	R
Total: year 2 (Total year 1 excl. Price List 1 & plus CPI escalation*)	R
Total: year 3 (Total year 2 plus CPI escalation*)	R
Price List No. 4 Spares, Corrective or Adhoc Maintenance items	R 800 000,00
<b>3-years estimated contract value (TOTAL YEAR 1 + 2 + 3 + Price List No. 4)</b>	<b>R</b>

\*Contract values will be increased/decreased according to the current indices stipulated in Statistic SA – Consumer Price Indices (Headline year-on-year rates). 6% escalation should be used for illustrative purposes.

**\*\*THIS AMOUNT TO BE CARRIED OVER TO C1.1 FORM OF OFFER AND ACCEPTANCE**

It is noted that the required labour resources and skills for this contract is not prescribed in detail and will not be a measurable in calculating the monthly contract fee. The contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in the annexes. Only in the event where the employer prescribes certain additions to the labour force (over and above to what is already prescribed), will that particular labour resource be included as a measurable item in the Activity Schedule.

**NB:** The number of UPS's might change by the time the contract is awarded and therefore the monthly and quarterly maintenance fee will be determined by the number of UPS's at the time of maintenance.

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## PART 3: SCOPE OF WORK

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

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## **C3.1: EMPLOYER'S SERVICE INFORMATION**

### **Contents**

#### **1. Description of the service**

##### **1.1 Employer's objective**

The objective is to maintain the serviceability of Uninterruptable Power Supply units, batteries and cooling units (BTU) at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety (OHS Act No. 85 of 1993). The scope also includes Unplanned maintenance of Uninterruptable Power Supply units, batteries and battery tripping units

##### **1.2 Employer's requirements for the service**

The Contractor shall maintain service and test **Uninterruptible Power Supply units, batteries and cooling units** and accessories at Western Precinct and attend to all callouts, repairs and Unplanned maintenance pertaining to operational failures of the **Uninterruptible Power Supply units, batteries and cooling units**.

The maintenance contract shall be divided into two parts as follows:

###### **1.2.1 Planned maintenance:**

Fixed rates shall apply for all monthly and quarterly planned maintenance as per values agreed on the maintenance contract. This includes all the activities as listed above on the activity schedule C2.2.

###### **1.2.2 Unplanned Maintenance**

The contractor shall attend to all callouts and/or Unplanned maintenance and the response times shall be as stipulated on the service level agreement (SLA). Where the contractor is called out for faults or requested to provide a service, the contractor shall only be paid for the labour, material and services that have been consumed during the callout or request of service and mark-up rates shall also apply for all third party items and spares.

##### **1.3 Extent of the works**

The extent of works shall be as follows:

- Replacement of worn-out parts.
- Battery load Testing.
- Monthly and quarterly planned maintenance as per OEM specifications and procedures.
- Measuring UPS and battery output.
- Equipment repairs.
- Supply and installation of UPS spares and Batteries and Cooling units.
- General inspection and Cleaning.
- Blowing dust and also checking for hot/loose connections.
- Cleaning of battery terminals and UPS.
- Labelling of UPS circuits.
- Moving noncritical load to UPS Supply.
- Rewiring of the UPS circuits to correct installation in accordance to SANS Standard 10142-1.
- Balancing UPS load.
- Maintenance and repairs of cooling units.

**Note: The above description of the works is not necessarily complete and shall not limit the service, works and maintenance activities under this contract.**

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**1.4 Interpretation and terminology**

**Employer:** In these conditions of contract "the Employer" means Airport Company South Africa.

**Contractor:** In these conditions of contract and "the Contractor" means the person or organisation named in the Agreement whose Offer has been accepted by the Employer.

**Providing the Services:** means the process of working for the Employer to provide the *services* at any of the Employer's properties within its operating area, including articles and things supplied by such working.

**Actions:** The Employer and the Contractor shall act as stated in this contract. The Employer, after notifying the Contractor, may delegate any of the Employer's actions and may cancel any delegation. A reference to an action of the Employer in this contract includes an action by the Employer's delegate.

**Conditions:** These conditions of contract are the only conditions that govern the Contractor's Provision of the Services to the Employer, notwithstanding anything to the contrary in any document issued or sent by the Contractor, unless expressly agreed otherwise in writing by the Employer. This contract and any Task Order arising from it are governed by the laws of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

**Communications:** All communications arising from this contract shall be in a form that can be read copied and recorded and effective on receipt. Writing shall be in English. All communications required by this contract shall state the applicable Task Order number and reference.

**Continuous experience:** It implies a working experience of at least three years continuously without a break. This shall be verified by references and relevant documentation.

**Unplanned Maintenance:** This includes faults, break down and corrective maintenance identified during planned maintenance

**Apparatus:** Any electrical appliance, machinery, switchgear, feeder, plant or electrified fencing that forms part of a system.

**Barrier:** Any device that is designed to restrict approach to live electrical apparatus, excavations or other dangerous conditions.

**Breaker;** Circuit-breaker: A mechanical switching device capable of making, carrying and breaking currents under normal circuit conditions and also making, carrying for a specified time and breaking currents under specified abnormal conditions, such as those of a short circuit.

**Bus bar:** A low-impedance conductor to which several electric circuits can be separately connected.

**Cable:** A feeder, normally underground, including its terminations.

**Competent Person:**

**Circuit:** An arrangement of conductors for the purpose of carrying electrical energy.

**Danger:** Danger means a risk to health or of bodily injury.

**Dead:** Dead means an electrical potential at or about zero voltage and disconnected from any LIVE SYSTEM.

**Earth:** Earth means the conductive mass of the earth.

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**Earthed; Earthing:** So connected to the general mass of the earth as to ensure an immediate safe discharge of electrical energy.

**Earthing Gear;** Earthing Device; Earth(s): A fixed or portable appliance that is used for the earthing of electrical apparatus.

**Employer Representative:** Someone who speaks officially for an employee.

**Employers Authorised Person/Official:**

**Engineer:** Any technical representative of Acsa.

**Isolated:** Isolated means disconnected from associated plant, apparatus and conductors by an isolating device in the isolating position, or by adequate physical separation, or sufficient gap.

**In commission:** the state of any apparatus in the normal operating mode or available for immediate use.

**Interlock:** An electrical or a mechanical device (or both) that ensures that operations are performed in a predetermined sequence.

**Medium voltage:** The set of nominal voltage levels that lie above low voltage and below high voltage, in the range  $1 \text{ kV} < U_n < 44 \text{ kV}$ .

**Low Voltage:** The set of nominal voltage levels that lie below medium voltage, in the range  $U_n \leq 1 \text{ kV}$ .

**Locked:** A condition of apparatus that cannot be altered without the operation of a locking device.

**Live enclosure;** Live chamber: Any chamber or enclosed area that contains medium-voltage or high-voltage, apparatus which could be unscreened and could be alive.

**Operating:** Switching, safety testing, and earthing.

**Operating diagram:** The permanent or electronic single line diagram in a substation or control room, to indicate the operating position and status of all apparatus.

**Out of commission:** The state of any apparatus that has been taken out of service and is not available for immediate use.

**Safety Distance:** The distance from the nearest live exposed conductor (not earthed) or from an insulator supporting a live conductor, which must be maintained to avoid danger.

**Safety Lock:** A safety lock is a lock that has a unique key, being different from all other standard locks used on the system.

**Safety Screen:** A physical obstruction which is intended to prevent contact with energized lines or apparatus.

**Safety testing:** The testing of apparatus to ascertain whether it is alive or dead by means of equipment provided for this purpose.

**Switching:** The operation of circuit breakers, disconnectors/isolators or other means of making and breaking an electric circuit and/or the application and removal of earthing.

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**Substation:** A part of an electrical system, confined to a given area, mainly including ends of distribution cables, electrical switchgear and control gear, buildings and transformers. A substation generally includes safety or control devices (for example, protection equipment).

**Work:** Refers to all physical activities in connection with apparatus, excluding operating activities and other non-dangerous activities that will not affect the health and safety of workers or the safe operation of apparatus.

**Working earth:** A supplementary portable earthing device that is used on apparatus in such a position that it is visible from and applied as close as possible to, the point of work. This includes personal earths and bonding/shunt conductors.

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The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
A1	Alpha Apron Gate 1
BTU	Battery Tripping Unit
CTB	Central Terminal Building
DB	Distribution Board
EMPLOYER	Airports Company South Africa
NEC3	New Engineering Contract
ORTIA	O.R. Tambo International Airport
OEM	Original Equipment Manufacturer
SANS	South African National Standard
TSC	Terminal Service Contract
UPS	Uninterruptable Power Supply
WC	Wire Centre

<b>RELATED STANDARDS</b>	
SANS 10142-1	The wiring premises Part 1: Low Voltage
SANS1474:1988	Un-interruptible Power Supplies
SANS 1574	Electrical Cables – Flexible Cords and Flexible Cables.
BS 6007	Rubber insulated cables for electric power and lighting.
SANS 156	Moulded Case Circuit Breaker

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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 cooling 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 cooling 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.

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- 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.
- 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:

<b>Event</b>	<b>Penalty amount</b>
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 <sup>rd</sup> Floor Maintenance and Engineering Offices	Service Manager; 1 <sup>st</sup> Electrician; Senior Electrician; Contractor representatives
Overall contract progress and feedback	Quarterly	OR Tambo North Wing Offices 3 <sup>rd</sup> Floor Maintenance and Engineering Offices	Service Manager or EMPLOYER Electrical Engineer; 1 <sup>st</sup> 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.

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**1.6 Provision of bonds and guarantees**

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).

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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.

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 cooling units 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.

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**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:

- 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.



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- e. The terminal building.
- 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 labor 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.

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4.1.2.3 The contractor is required to submit and keep a Valid BBBEE certificate throughout the duration of this contract.

**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:

<b>Permit</b>	<b>Required by/for</b>	<b>Department</b>
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.

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- 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.
- 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 suitable 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**

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- 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 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.

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- 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 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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## **APPENDICES**

### **Service Information Details**

**APPENDIX A - List of Equipment to Be Maintained**

**APPENDIX B - Planned Maintenance: Maintenance Activities and Frequency**

**APPENDIX C – Service Level Agreement (SLA)**

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**Appendix A - List of Equipment to Be Maintained**

**A1 Western Precinct**

***NOTE: THE UPS's listed include the UPS batteries thereof, thus the contractor shall also maintain the batteries related to each UPS.***

<b>WESTERN PRECINCT</b>			
<b>ITEM</b>	<b>UPS DESCRIPTION (MAKE &amp; SIZE)</b>	<b>LOCATION</b>	<b>MAKE</b>
<b>1</b>	Riello 200kVA UPS 1	Western Precinct	Riello
<b>2</b>	Riello 200kVA UPS 2	Western Precinct	Riello
<b>3</b>	Riello 400kVA UPS 1	Western Precinct	Riello
<b>4</b>	Riello 400kVA UPS 2	Western Precinct	Riello
<b>5</b>	Cooling Unit 1	Western Precinct	Riello
<b>6</b>	Cooling Unit 2	Western Precinct	Riello



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**APPENDIX B**

**Planned Maintenance: Maintenance Activities and Frequency.**

**B1. UPS systems and batteries**

**B1.1 Specific work instructions for electrical – Cooling units**

Activity	Activity Description	Freq
Monthly Maintenance	Cooling Unit: 1. Check and Clean Air Filters 2. Inspect and Clean Air Outlet / Grilles 3. Check Blower Fan & Motor 4. Inspect Electrical Connections 5. Check Drainage System 6. Check and Clean Evaporator Coil 7. Inspect Refrigerant Lines	1m
Three Monthly Maintenance	1. Deep Clean Evaporator and Condenser Coils 2. Inspect and Tighten All Electrical Terminals 3. Check and Adjust Belt Tension and Alignment (if belt driven) 4. Inspect and Clean Condensate Drain and Piping 5. Check Refrigerant Pressure and System Charge 6. Inspect Vibration Isolators and Mountings 7. Test All Sensors, Thermostats, and Safety Controls	3m

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**B1.2 Specific Work Instruction for Electrical - UPS**

Activity	Activity Description	Freq
Monthly Maintenance	<ol style="list-style-type: none"> <li>1. Visually inspect UPS physical condition.</li> <li>2. Visually inspect UPS electrical wiring for signs of overheating and insulation break down.</li> <li>3. Review event log.</li> <li>4. For rotary UPS, grease the bearings of the generator.</li> <li>5. Inspect cabinet fans for proper operation.</li> <li>6. Software Setups saved on UPS models that have this option.</li> <li>7. Check and record battery charger for proper charge rate.</li> <li>8. Inspect air filters for plugging and deterioration, replace if required.</li> <li>9. Adjust for proper output voltage.</li> <li>10. Verify metering display is accurate.</li> <li>11. Take voltage readings on the input and output.</li> <li>12. Take current readings on the input and output.</li> <li>13. On parallel systems verify proper load sharing between UPS modules.</li> <li>14. Check internal power supplies.</li> <li>15. Record event memories.</li> </ol>	
Three Monthly Maintenance	<ol style="list-style-type: none"> <li>1. Inspect UPS and its associates.</li> <li>2. Housekeeping of installations.</li> <li>3. Maintain electrical systems.</li> <li>4. Measure and record UPS temperature room, %load on UPS, UPS charger voltage.</li> <li>5. Measure and record battery cells, inverter output voltage, current, frequency, power factor.</li> <li>6. Remove dust built up from batteries and UPS.</li> <li>7. Record any alarm conditions and repair them when instructed.</li> <li>8. Carry out lamp test and static and manual bypass switch test.</li> <li>9. Compare display values with the recorded and calibrate if required.</li> <li>10. Perform UPS service.</li> <li>11. Take necessary measurements and record them.</li> <li>12. Record any excessive heat build-up in the UPS room as this reduces battery life.</li> </ol>	

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**Appendix C – Service Level Agreement**

**Operational hours**

Normal airport operational hours shall be **from 00:00 to 23:59** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The maintenance staff will be here 9 hours per day. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

**Minimum Staffing Schedule**

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

<b>Skill</b>	<b>Quantity</b>	<b>Days per week</b>	<b>Hours</b>
Site Manager	1	5	Mon-Fri (07:00-17:00)
Electrician	3	5	Mon-Fri (07:00-17:00)
Electrical Assistant	3	5	Mon-Fri (07:00-17:00)

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

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

The Bidder must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

**Response and closure times**

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

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.

The contractor will at all times comply with the following when faults are reported:

**Response Times**

Response time shall be calculated as the time taken from the faults being reported (via SCADA, 3rd party or the other) to the time the contractor's personnel reports on site.

All breakdowns **during normal working hours** shall be responded to within **15 minutes**.

All breakdowns **after working hours** shall be responded to within **45 minutes**.

**Closure Duration**

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

95% of all breakdowns will be restored to good working condition within **2 Hours** during **normal** and **after working hours**.

**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.

**Benchmarks**

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Corrective or breakdown maintenance, defect free period will be no less than 6 months.

**Notification of Penalties**

The Service Manager will notify the contractor in writing of any penalties and any claims directed at ACSA as a result of the equipment being unavailable, will be for the account of the Contractor.

Failure to meet service levels

- a. **Response time:** Consistent non-compliance to contracted response times for three consecutive months will result in a penalty of R2000.00 (two thousand rand) for each month after the third month until the specific service level is achieved.
- b. **Closure duration:** Consistent non-compliance time to contracted response time for three consecutive months will result in a penalty of R2000.00 (two 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:** It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed, a penalty of R 2000.00 (two thousand rand) will be retained from the following months invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.
- e. If a defects certificate is issued to the contractor then the contractor is liable to pay a penalty fee of R2000.00.

Where a respond 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 contractor's performance and a penalty will not apply.

Parties agree that penalties will not be the only/final remedy for poor/nonperformance. Should an event occur for which a penalty is described, ACSA shall not be limited to claim the only amount stated as the penalty. Under no circumstances will a penalty (even if claimed by ACSA) limit ACSA's or other party's legal position to claim for damages against the contractor as described elsewhere in the contract.

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<b>Contractor Company name</b>			
<b>Contract/Service description</b>			
<b>Contract number</b>		<b>Reference document</b>	
<b>Number of non-conformances already issued against the contractor</b>			
<b>Location of Non-conformance</b>			
<b>Description of Non-conformance:</b>			
<b>ACSA Department</b>	<b>Representative's</b>		
<b>ACSA Representative Name</b>	<b>Signature</b>	<b>Date</b>	<b>Response date required</b>
<b>ACSA Representative's Email Address</b>	<b>Telephone</b>	<b>Cell</b>	<b>Facsimile</b>

ACSA must notify the contractor in writing if it is its intension to claim penalty within 60 days of an event or ACSA will lose its right to claim penalty. Should ACSA not claim the penalty of an event it shall not be interpreted the level performance is acceptable or ACSA shall not be entitled to claim for similar future events.

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## C4: Site Information

### 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.
- 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	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

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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
Low /Medium Voltage Permit to Work	For all work on Substation, Distribution Boards and Cables	ACSA Electrical Maintenance

- 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.
- 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.

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- 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.