

NEC3 Term Service Contract (TSC)

**AIRPORTS COMPANY SOUTH AFRICA
OR. TAMBO INTERNATIONAL AIRPORT**

TENDER NO.: ORTIA7923/2025/RFQ

**TERM SERVICE CONTRACT FOR THE MAINTENANCE OF STANDBY DIESEL GENERATOR
AT OR. TAMBO AIRPORT.**

CONTRACT

VOLUME 2

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

**PROJECT NAME: MAINTENANCE OF STANDBY DIESEL GENERATOR AT
OR. TAMBO INTERNATIONAL AIRPORT (ORTIA) FOR 3 YEARS TERM
CONTRACT.**

PROJECT NUMBER: ORTIA7923/2025/RFQ

NEC 3: TERM SERVICE CONTRACT (TSC 3)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at OR. Tambo International Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **The maintenance of standby diesel generators at
OR. Tambo International Airport (ORTIA)
for 3-years term contract.**

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Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Maintenance of standby diesel generators at OR. Tambo International Airport for the period of 3 years.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R..... (in figures)

.....

..... (in words);

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

*(Insert name and address of
organisation)*

Date

Name &
signature of
witness



Acceptance

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

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works 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 Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer 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. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Airports Company South Africa SOC Limited,
OR. Tambo International Airport,

Name &
signature of
witness

Date

Schedule of Deviations

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

Confidential

Part C1.2a Contract Data

Part one – Data provided by the *Employer*

The Conditions of contract are selected from the NEC3 Terms Service Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Term Service Contract which requires it.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	A: Priced contract with Activity Schedule W1: Dispute resolution procedure
	Secondary Options (incorporating amendments)	X4: Parent Company guarantee X17: Low service damages X18: Limitation of liability X19: Task order Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, applicable at OR. Tambo International Airport
	Address	Airports Company South Africa, Western Precinct, Aviation Park O.R. Tambo International Airport 1 Jones Road Kempton Park 1632
10.1	The <i>Service Manager</i> is	TBC
	Address	Airports Company South Africa, Western Precinct, Aviation Park O.R. Tambo International Airport 1 Jones Road Kempton Park 1632
	Telephone	011 723 1400

11.2(2)	The <i>Affected Property</i> is	OR. Tambo International Airport
11.2(13)	The <i>service</i> is	The Maintenance of standby diesel generators at OR. Tambo International Airport (ORTIA) For 3-year term contract as fully detailed in the Scope of Work Part C3.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Availability of As Built information • Access to Site • Statutory approvals and ACSA approvals • Site Constraints and Constructability • Notification of Claims • Financial and Procurement • Risk of injury to contract personnel and all airport users
11.2(15)	The <i>service Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	OR. Tambo International Airport – Landside and Airside
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 of reply</i> is	5(five) business days
2	<i>The Contractor's main responsibilities</i>	<i>Detailed in Part C3</i>
3	Time	
30.1	The <i>starting date</i> is	on signing of contract by ACSA.
30.2	The <i>Service Period</i> is	3 years from Starting Date
4	Testing and Defects	
42.2	The <i>defects date</i> is	03 (three) months after each job card handover or close off
43.1	The <i>defects correction period</i> is	2 (two) weeks
5	Payment	
50.1	The <i>assessment interval</i> is	15th day of each successive month
50.1	The <i>currency of this contract</i> is the	South African Rand

51.2	The period within which payment is made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time.
8	Risks and Insurance	
83.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data.
83.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	Termination	<p>Applicable as per Section 9 of the NEC3 TSC3 (April 2013)</p> <p>Should the contractor not comply with the requirements of the Service Level Agreement in Core Clause 21, the employer is entitled to terminate the works.</p> <p>If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 4 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 terminate the contract.</p> <p>In Line with clause 93.2, A4: the direct fee percentage shall be 5%.</p>
	Data for Main Option clause	
A	Priced contract with Activity Schedule	as detailed in Part C2
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	2 weeks.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below																								
		<table><tr><th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr><tr><td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr><tr><td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr><tr><td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mw eb.co.za</td></tr><tr><td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr><tr><td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr><tr><td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr><tr><td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr></table>	Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mw eb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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W1.2(3)	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate’s Bar Council or his successor or nominee																								
W1.4(2)	The <i>tribunal</i> is	Arbitration																								
W1.4(5)	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)																								
W1.4(5)	The place where arbitration is to be held is	Johannesburg, South Africa.																								
W1.4(5)	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.																								
12	Data for Secondary Option Clauses																									
X1	Price Adjustment																									

X1.1	Defined term X1	<p>a) The Base Date Index (B) is the latest available index before the base date.</p> <p>(b) The Latest Index (L) is the latest available index before the date of assessment of an amount due.</p> <p>(c) The Price Adjustment Factor is the total of the products of each of the proportions stated in the Contract Data multiplied by $(L - B)/B$ for the index linked to it.</p>
X1.2	Price Adjustment Factor	The price is fixed for the first 12 months after Company's signature. Thereafter the Supplier / Contractor shall apply for price adjustment which will be fixed from the date parties agrees on .
X 1.3	Compensation events	<ul style="list-style-type: none"> Defined Cost current at the time of assessing the compensation event adjusted to base date by dividing by one plus the Price Adjustment. Factor for the last assessment of the amount due and Defined Cost at base date levels for amounts calculated from rates and prices in the Price List.
X1.4	Price Adjustment Option A	<p>Each amount due includes an amount for price adjustment which is the sum of</p> <ul style="list-style-type: none"> the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the Price Adjustment Factor for the date of the current assessment, the amount for price adjustment included in the previous amount due and, correcting amounts, not included elsewhere, which arise from changes to indices used for assessing previous amounts for price adjustment.
X17	Low Service Damages	
	Low service damages of the services are	As per C3- Low services damages
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <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	The total costs of incurred losses and or repairs to the damages caused

X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total costs of incurred losses and or repairs to the damages caused
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>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 costs of incurred losses and or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The e excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation)
X19	Task Order	
X19.1	Identified and Defined terms	<p>(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time.</p> <p>(2) A Task Order is the Service Manager's instruction to carry out a Task.</p> <p>(3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work.</p> <p>(4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract</p>

X19.2	Providing the service	<p>X19.2 A Task Order includes:</p> <ul style="list-style-type: none"> • a detailed description of the work in the Task, • a priced list of items of work in the Task in which items taken from the Price List are identified, • the starting and completion dates for the Task, • the amount of delay damages for the late completion of the Task and • the total of the Prices for the Task which is Option A used,
X 19.3		<p>The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion.</p> <p>The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events</p>
X19.4	Time	The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.
X19.5	Task Order Programme	The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data.
Z	The <i>Additional conditions of contract</i> are	Z1 – Z20
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	<p>Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Project Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p>	
Z2	Disallowed Cost	
Z2.1	<p>Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee") ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)</p>	
Z2.2	Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows	
Z2.2.1	"Disallowed Cost is cost which the Service Manager decides	
Z2.2.1.1	is not justified by the <i>Contractor's</i> accounts and records,	
Z2.2.1.2	should not have been paid to a Subcontractor or supplier in accordance with his contract or	

Z2.2.1.3	was incurred only because the <i>Contractor</i> did not
Z2.2.1.3.1	follow an acceptance or procurement procedure stated in the Service Information
Z2.2.1.3.2	comply with a procedure set out in his quality plan or
Z2.2.1.3.3	give an early warning which this contract required him to give; and the cost of
Z2.2.1.4	correcting Defects after Completion;
Z2.2.1.5	correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how he is to Provide the Services stated in the Service Information;
Z2.2.1.6	correcting Defects caused by the <i>Contractor</i> not exercising reasonable skill, care and diligence in the design of Equipment;
Z2.2.1.7	correcting Defects caused by the <i>Contractor's</i> failure to comply with a procedure set out in his quality plan;
Z2.2.1.8	correcting Defects which the <i>Contractor</i> has previously corrected;
Z2.2.1.9	Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information;
Z2.2.1.10	resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and
Z2.2.1.11	preparation for and conduct of an adjudication or proceedings of the tribunal."
Z4	Extending the defects date:
Z4.1	Providing the Service: Delete core clause 20.1 and replace with the following:
	The <i>Contractor</i> provides the <i>Services</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Services</i> , when complete, shall be fit for their intended purpose.
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".
	Amendment to the Secondary Option Clauses
Z7	Limitation of liability:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment

Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liabilities
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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 <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	<i>Employer's Step-in rights</i>
Z12.1	If the <i>Contractor</i> 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 <i>Project Manager</i> , the <i>Employer</i> , 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 subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> 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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z13	<i>Liens and Encumbrances</i>
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z14	<i>Intellectual Property</i>
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 <i>works</i> .
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP

Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> 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 <i>Contractor’s</i> design, manufacture, construction or execution of the Works		
Z14.5.2	the use of the <i>Contractor’s</i> Equipment, or		
Z14.5.3	the proper use of the Works.		
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.		
Z16	Dispute resolution:		
Z16.1	Appointment of the Adjudicator		
	<p>An <i>Adjudicator</i> 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 <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below</p> <p>The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator’s Contract, April 2013</p>	Panel of Adjudicators	
		Name	Location
		Adv. Ghandi Badela	Gauteng
		Mr. Errol Tate Pr. Eng.	Durban
		Adv. Saleem Ebrahim	Gauteng
		Mr. Sebe Msutwana Pr. Eng.	Gauteng
		Mr. Sam Amod	Gauteng
		Adv. Sias Ryneke SC	Gauteng
		Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria
		Contact details (phone & e mail)	
		+27 11 282 3700 ghandi@badela.co.za	
		+27 11 262 4001 Errol.tate@mweb.co.za	
		+27 11 535-1800 salimebrahim@mweb.co.za	
		+27 11 442 8555 sebe@civilprojects.co.za	
		sam@samamod.com	
		083 653 2281 reyneke@duma.nokwe.co.za	
		+27 12 349 2027 emeka@gosiame.co.za	
Z16.2	Appointment of the Arbitrator		

	<p>An <i>Arbitrator</i> 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 <i>Arbitrator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Arbitrator</i> listed in the Panel of <i>Arbitrators</i> below</p>	<table> <tr> <th colspan="3">Panel of Arbitrators</th></tr> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </table>	Panel of Arbitrators			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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Z17	Notification of a compensation event																												
Z17.1	Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”																												
Z18	BBBEE Certificate																												
Z18.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE 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.																												
Z19	Communication																												
Z19.1	Add a new Core Clause 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 Works information that is 10% or more																												
Z19.2	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.																												
Z20	Delegation																												
	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:																												
Z20.1	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																												
Z21	Health, safety and the environment																												

Z21.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> and shall complete the “S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure A.
Z21.2	Without limitation, the <i>Contractor</i> :
Z21.2.1	accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“ the Construction Regulations ”) for the Site;
Z21.2.2	undertakes, in and about the execution of the <i>Services</i> , to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z21.3	The <i>Contractor</i> , in and about the execution of the <i>Services</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.

PART C1.2b CONTRACT DATA		
Part two – data provided by the <i>contractor</i>		
Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	OR. Tambo International airport -Landside and Airside areas
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	Electrical Technician
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	Electrician
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	Technical assistant

	<p>Name:</p> <p>Job Tittle for this Project:</p> <p>Responsibility:</p> <p>Qualifications:</p> <p>Experience:</p>	<p>Diesel Mechanic</p>
	<p>Name:</p> <p>Job Tittle for this Project:</p> <p>Responsibility:</p> <p>Qualifications:</p> <p>Experience:</p>	<p>Health & Safety Officer</p>

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT – OHS 040

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

OBJECTIVES

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

Name of Organisation: <p style="text-align: center;">AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</p>
<p style="text-align: center;">Physical Address:</p> <p style="text-align: center;">Airport Company South Africa South Africa SOC Limited</p> <p>Western Precinct, Aviation Park O.R. Tambo International Airport 1 Jones Road Kempton Park</p> <p style="text-align: right;">1632</p>

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 2.1 "Client" refers to the Company;
- 3.1 "Parties" means the company and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 4.1 "Services" means the services provided by the Contractor or Stakeholder to the company;
- 5.1 "Stakeholder" refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;
- 6.1 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COIDA Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 7.1 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) 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.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) 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.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) 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.

- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

- 1.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 2.1 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.1 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 1.1 The Mandatory 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 shall 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.
- 2.1 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatory shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the

Mandatory intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatory shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 1.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatory shall immediately be provided to the Client.
- 2.1 The Mandatory shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 3.1 The Mandatory shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatory shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 4.1 Notwithstanding the provisions of the above, the Mandatory shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 5.1 The Mandatory shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 1.1 The Mandatory shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 2.1 The Mandatory shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she

in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

- 3.1 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 1.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 2.1 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 1.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 2.1 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 3.1 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 4.1 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 1.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety

representatives to attend the Employer's health and safety committee meetings on monthly basis.

- 2.1 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 3.1 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 1.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 2.1 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 3.1 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 4.1 Any other Insurance cover that shall 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.
- 5.1 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 1.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 2.1 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

3.1 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 1.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 2.1 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 3.1 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 4.1 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

- 1.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

- 2.1 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

- 1.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.
- 2.1 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

- 1.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 2.1 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.
- 3.1 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- 4.1 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

- 1.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- 2.1 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.
- 3.1 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

- 1.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 2.1 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 3.1 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and shall be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

- 1.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 2.1 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

- 1.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.
- 2.1 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

- 1.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 2.1 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.
- 3.1 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- Apply penalties as stipulated on the main contract between Mandatary and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

Compliance with the Occupational Health & Safety Act 85 of 1993

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

- All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
- The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

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. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.



ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

DATE

Witnesses:

3. _____

4. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

- For OPEX projects and non-construction CAPEX projects on the landside (including inside the terminal building):
- The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:
- Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.
- For OPEX projects and non-construction CAPEX projects on the airside (aprons, runways, taxiways):
- The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:
- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

Part C2: Pricing

C2.1 Pricing Instructions

C2.2 Pricing Data

PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option A

Amplification of or assumptions about measurement items

1. 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. Quantity of 1 is not the actual quantity of product/service required by this contract but intended to obtain rate for each item. Quantities will vary according to service requirements during this contract.
2. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
3. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
4. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
5. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
6. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
7. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
8. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
9. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
10. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
11. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
12. Variations in the scope and extent of the work shall be allowed to meet the Employer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any

items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.

13. All provisional sums and contingency amounts shall be expended as directed by the Employer and any balance remaining shall be deducted from the contract sum.
14. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Service Manager.
15. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
16. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
17. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.
18. No admin fee shall be payable on sub-contractor remuneration.

DISBURSEMENT SCHEDULE

- (a) Only service related costs listed below and presented to ACSA will be compensated by ACSA.
- (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the service(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA service representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- (c) All rates are exclusive of VAT
- (d) Health and Safety Agent will appoint his/her personnel all cost should be included in the pricing.
- (e) No mark-up on any disbursement cost will be paid.
- (f) No payment for disbursement will be made for the following:
 - Travelling (except for on-site travelling) and accommodation
 - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
 - Telephone calls
 - Cellular calls
 - Computer costs
 - Telefaxes (outgoing or incoming)
 - Email (sent or received)

ADDITIONAL NOTES:

Permits:



Please note that before working at OR. Tambo International Airport, all personnel (all members of the contractor team, both from the main contractor and sub-contractor's) will be required to be in possession of an ACSA permit.

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

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

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

C2.2. The Activity Schedule

*This amount should be carried over to the form of offer Part C1.

NB: This is a maintenance Contract, which in its nature is an ADHOC Contract, the Contractor shall not be permanently based on site and shall be called to come and do work as and when requested by the Employer (ACSA).

Applicable Standard Specifications

The Bill of Quantities shall be interpreted in conjunction with the following code of practice.

The units of measurement in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows.

1. % - percent
2. hr – hour
3. Kg – kilogram
4. Kl – kilolitre (1000 litres)
5. Km – kilometre
6. kW – kilowatt
7. kVA- kilovolt-amperes
8. l – litre
9. m – metre
10. mm – millimetre
11. No. – number
12. SUM – lump sum
13. Qty. – Quantity
14. A- Amps

For the purpose of the Bill of Quantities the following words shall have the meaning hereby assigned to them:

Unit:	the unit of measurement for each item of work as defined in the Standard Specification.
Quantity:	the number of units of work for each item.
Rate:	the agreed payment per unit of measurement.
Amount:	The product of quantity and agreed rate for an item.

Sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any unit.
hr:	Is 60 minutes spent by workers or equipment doing work, intended for the Employer (ACSA) or work requested by the Employer/Service Manager/His representative. Workers may be directly or indirectly employed by the Contractor. Equipment maybe directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.
Day:	Is nine (9) hours spent by workers or equipment or time spent doing work intended for the Employer or doing work requested by the Employer. Workers may be directly or indirectly employed by the Contractor. Equipment may be directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.
Each:	The whole work to be done under an item per specific intervals as may be requested by the Service Manager or his representative.
Item:	An individual unit which includes several tasks to form one activity.
Visit:	Visiting any areas at the airport as may be requested by the Service Manager or his representative, for the purpose of doing work as may be specified and agreed between the Contractor and The Service Manger or His representative.
Weekends:	Refer to Saturday and Sunday.
Public Holidays:	A Day generally established by South African government as a non-working day during the year.
Builders holiday/break:	Builders holiday/break may start from the 2 nd week of December of current year until the first week of January of the following year, as may be nationally published amongst South African construction industry. The dates shall be discussed and agreed with the Service Manager. The builders' holiday is usually not greater than 4 weeks.

15. The prices and rates in the activity schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overheads charges and profit. Reasonable

prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

16. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included for and included in the unit rates and sum amount tendered such items.
17. The quantities set out in the activity schedule are approximate and do not necessarily represent the actual amounts of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
18. Labour charges: this hourly rate can be used in instances where there is no fixed item in the activity schedule dedicated for specific work. The use of this item shall be agreed with the Service Manager or a representative that may be appointed by the Employer.
19. Note: All rates in the BOQ are VAT exclusive.

Preliminaries and Generals costs
Section A: Preliminary & General

Item no.	Activity Description	Frequency	Quantity (per year)	Amount (per single item)	Total (per year)
			A	B	C=A x B
1	Contract Management and administration (including required reporting such as quarterly reports).	Quarterly	4	R	R
2	OHS ACT Safety Plan, environmental compliance, & Other statutory obligations (safety file preparations)	Once-off	1	R	R
3	Permits and Parking (Vehicle and Personal), Induction, Medicals, (Provisional Sum - Re-measurable) (Refer to ANNEX I)	Once-off	1	R	R
4	PPE (Reflector Vest, Ear Protection, Overalls, Safety Boots, etc)	Once-off	1	R	R
Preliminaries and General: Sub-Total A (per year)					R

- *N.B. Contract administrative costs not payable upfront but will be drawn off this amount as and when required. This amount covers the full contract duration of 60 months.*
- *Safety induction to be done every two (2) years.*
- *Preliminaries and generals will be paid at proven cost.*
- *The permit price list is provided on part C4 below. Note the prices may change from time to time.*

Section B - Labour, plant & equipment, and material.
Part 2: Callouts: After-hours callouts /non-scheduled

Resource	Description	Estimated Quantity	Rate/Hour	Total Amount
		A	B	C=A x B
Technician	Normal Hours	1	R	R
	After Hours	1	R	R
	Sunday/Public Holidays	1	R	R
Electrician	Normal Hours	1	R	R
	After Hours	1	R	R
	Sunday/Public Holidays	1	R	R
Diesel Mechanic	Normal Hours	1	R	R
	After Hours	1	R	R
	Sunday/Public Holidays	1	R	R
Technical Assistant	Normal Hours	1	R	R
	After Hours	1	R	R
	Sunday/Public Holidays	1	R	R
Safety Officer	Normal Hours	1	R	R
	After Hours	1	R	R
	Sunday/Public Holidays	1	R	R
Engineer / OEM Specialist	Normal Hours	1	R	R
	After Hours	1	R	R
	Sunday/Public Holidays	1	R	R
Full Condition Assessment and System Performance Analysis	Six Months Interval	2	R	R
Callouts: Sub Total B (per year)				R

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

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

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

Markup (third-party procured items/services)

Cost ^b	Mark-up
R 0 – R 2 000	%

R2001-R10 000	%
R 10 001-R50 0000	%

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

Part 3: Preventive Maintenance for Annual Servicing of Engines and Breakers

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

Item	Description	Unit of Measure (UOM)	Quantity	Rate/Unit	Total Amount
			A	B	C= A x B
	PREVENTATIVE MAINTENANCE-ANNUAL SERVICING				
1	TERMINAL: SUB 1 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	2	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
	Annual servicing of breakers (MCB 40kA)	Each	2	R	R
2	TERMINAL: SUB 1 SUB				
	Annual servicing of breakers (MCB 1250A)	Each	2	R	R
3	TERMINAL: SUB 2 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
5	TERMINAL: SUB 5 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	3	R	R
	Annual servicing of breakers (MCB 800A)	Each	2	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
	Annual servicing of breakers (MCB 2500A)	Each	4	R	R
6	TERMINAL: SUB 8 STAMFORD, PERKINS				

	Annual Servicing of Diesel Engine (800kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	2	R	R
7	TERMINAL: SUB 9 LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (880kVA)	Each	3	R	R
	Annual servicing of breakers (MCB 1250A)	Each	4	R	R
	Annual servicing of breakers (MCB 3200A)	Each	2	R	R
8	TERMINAL: SUB 10 LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (880kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	1	R	R
	Annual servicing of breakers (MCB 1600A)	Each	3	R	R
9	TERMINAL: SUB 11 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	2	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
	Annual servicing of breakers (MCB 2500A)	Each	1	R	R
	Annual servicing of breakers (MCB 3200A)	Each	1	R	R

10	TERMINAL: SUB 12 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (1600kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 2500A)	Each	3	R	R
11	TERMINAL: SUB 13 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (1600kVA)	Each	2	R	R
	Annual servicing of breakers (MCB 2500A)	Each	3	R	R
	Annual servicing of breakers (MCB 3200A)	Each	2	R	R
12	TERMINAL: SUB 14 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	4	R	R
	Annual servicing of breakers (MCB 3200A)	Each	1	R	R
13	TERMINAL: SUB 15 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (550kVA)	Each	1	R	R

	Annual servicing of breakers (MCB 43kA)	Each	2	R	R
14	TERMINAL: ENGINE SKYTOP LEROY SOMER, JOHN DEERE				
	Annual Servicing of Diesel Engine (65kVA)	Each	1	R	R
	Annual servicing of breakers (100A)	Each	2	R	R
	Annual servicing of contactors (125A)	Each	2	R	R
15	CARGO: SUB 1 STAMFORD, PERKINS				
	Annual Servicing of Diesel Engine (800kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 25kA)	Each	2	R	R
	Annual servicing of breakers (MCB 40kA)	Each	1	R	R
16	CARGO: PCT LEROY SOMER, OLYMPIAN				
	Annual Servicing of Diesel Engine (13.8kVA)	Each	1	R	R
	Annual servicing of breakers (50A) and ATS	Each	1	R	R
17	CARGO: SAFAIR LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (13.8kVA)	Each	1	R	R
	Annual servicing of breakers (63A)	Each	3	R	R
18	CARGO: GOLF LEROY SOMER, OLYMPIAN				
	Annual Servicing of Diesel Engine (165kVA)	Each	1	R	R
	Annual servicing of breakers (250A)	Each	2	R	R
	Annual servicing of contactors	Each	2	R	R
19	AIRSIDE: 15/33 LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
20	AIRSIDE: SAPS OLYMPIAN, PERKINS				
	Annual Servicing of Diesel Engine (13.8kVA)	Each	1	R	R
	Annual servicing of breakers (63A)	Each	1	R	R
21	AIRSIDE: NEW OPS LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R

22	AIRSIDE: MOBILE LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
23	AIRSIDE: VICTOR 3 LEROY SOMER,				
	Annual Servicing of Diesel Engine (40kVA)	Each	1	R	R
	Annual servicing of breakers (50A) and ATS	Each	1	R	R
24	AIRSIDE: 21L LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
25	AIRSIDE: 21R OLYMPIAN, PERKINS				
	Annual Servicing of Diesel Engine (400kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
26	AIRSIDE: 03L LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
27	AIRSIDE: 03R LEROY SOMER, CATERPILLAR				
	Annual Servicing of Diesel Engine (500kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
28	AIRSIDE: FUEL FARM LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (2000kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	1	R	R
	Annual servicing of breakers (MCB 3200A)	Each	1	R	R
29	AIRSIDE: NEW LBAND LEROY SOMER, SCADIA				
	Annual Servicing of Diesel Engine (200kVA)	Each	1	R	R
	Annual servicing of breakers (MCB 1250A)	Each	3	R	R
30	AIRSIDE: SUPER SOUTH GATE LEROY SOMER, PERKINS				
	Annual Servicing of Diesel Engine (150kVA)	Each	1	R	R
	Annual servicing of breakers (250A)	Each	1	R	R

	Annual servicing of contactors 250A	Each	2	R	R
31	AIRSIDE: LONG TERM PARKING, MARELLI GENERATOR, DEUTZ				
	Annual Servicing of Diesel Engine (105kVA)	Each	1	R	R
	Annual servicing of breakers (250A)	Each	1	R	R
	Annual servicing of contactors (250A)	Each	1	R	R
Preventative Maintenance for breakers & engines: Sub Total C (per year)				R	

Part 4-Preventative Maintenance of Diesel Bulk Tank Filtration and Pressure Testing

Item	SUBSTATION	QTY	RATE/UNIT	TOTAL AMOUNT
		A	B	C = A x B
1	15/33 Sub Underground (9000L)	1	R	R
2	03L Sub Underground (9000L)	1	R	R
3	Mobile Gen base tank (1000L)	1	R	R
4	21R Sub Underground (9000L)	1	R	R
5	NEW/LBAND Underground (4500L)	1	R	R
6	03R Sub Underground (9000L)	1	R	R
7	21L Sub Underground (9000L)	1	R	R
8	NEW OPS Sub Underground (22000L)	1	R	R
9	SUPER SOUTH GATE (4500L)	1	R	R
10	Fuel Farm Sub Above (9000L)	1	R	R
11	Long Term Parking base tank (200L)	1	R	R
12	Victor 3 base tank (100L)	1	R	R
13	SAPS base tank (50L)	1	R	R
14	Freight sub 1 Underground (14000L)	1	R	R
15	PCT base tank (100L)	1	R	R
16	Safair base tank (50L)	1	R	R
17	Golf base tank (200L)	1	R	R
18	Terminal sub1 Gen1 Above Ground (9000L)	2	R	R

19	Terminal sub2 Gen1 Underground (9100L)	1	R	R
20	Terminal sub5 Underground (9100L)	2	R	R
21	Terminal sub8 Underground (4500L)	1	R	R
22	Terminal Sub9 Underground (9000L)	2	R	R
23	Terminal sub10 Underground (9000L)	1	R	R
24	Terminal PIER Sub11 Underground (9000L)	2	R	R
25	Terminal PIER Sub 14 Underground (9000L)	1	R	R
26	Terminal PIER Sub 15 Underground (16000L)	1	R	R
27	TERMINAL CBD SUB 12 Underground (14000L)	1	R	R
28	TERMINAL CBD SUB 13 Underground (14000L)	2	R	R
29	Engen sky top base tank (100L)	1	R	R
	Preventative Maintenance Pressure test & filtration: Sub Total D (per year)			R

Part 5- Preventive Maintenance of Fuel Level Sensors & Day Tank Filtration System (Duvalco Boxes)

Item	SUBSTATION	QTY	RATE/UNIT	TOTAL AMOUNT
		A	B	C = A x B
1	15/33 Sub Underground (9000L)	1	R	R
2	03L Sub Underground (9000L)	1	R	R
3	21R Sub Underground (9000L)	1	R	R
4	NEW/LBAND Underground (4500L)	1	R	R
5	03R Sub Underground (9000L)	1	R	R
6	21L Sub Underground (9000L)	1	R	R
7	NEW OPS Sub Underground (22000L)	1	R	R
8	SUPER SOUTH GATE (4500L)	1	R	R
9	Fuel Farm Sub Above (9000L)	1	R	R
10	Terminal sub1 Gen1 Above Ground (9000L)	2	R	R
11	Terminal sub2 Gen1 Underground (9100L)	1	R	R

12	Terminal sub5 Underground (9100L)	2	R	R
13	Terminal sub8 Underground (4500L)	1	R	R
14	Terminal Sub9 Underground (9000L)	2	R	R
15	Terminal sub10 Underground (9000L)	1	R	R
16	Terminal PIER Sub11 Underground (9000L)	2	R	R
17	Terminal PIER Sub 14 Underground (9000L)	1	R	R
18	Terminal PIER Sub 15 Underground (16000L)	1	R	R
19	TERMINAL CBD SUB 12 Underground (14000L)	1	R	R
20	TERMINAL CBD SUB 13 Underground (14000L)	2	R	R
	Preventive Maintenance Sensors: Sub Total E (per year)			R

Part 6 – Critical Spares inventory/quarter

Description	QTY	RATE/UNIT	TOTAL AMOUNT
	A	B	C = A x B
Thermostats (3kW)	2	R	R
Thermostats (2kW)	7	R	R
Elements (3kW)	2	R	R
Elements (2kW)	7	R	R
Hoses for Substation 5 – Refer to specification from site information	25M	R	R
Hoses for Substation 13 – Refer to specification from site information	25M	R	R
Radiator caps - Refer to specification from site information	9	R	R
Emergency fuel	5000L	R	R
Fuse 2A	10	R	R
Valves for Substation 13 - Refer to specification from site information	6	R	R
Valves for Substation 5 - Refer to specification from site information	12	R	R
105 Amp.hr batteries	4	R	R
150 Amp.hr batteries	4	R	R
Spares: Sub Total F (per year)			R

Part 7 – Provisional Sum

Description	Qty	Amount
Sub Total G - Provisional Sum	1	R650 000.00

SUMMARY OF CONTRACT VALUE

Description	Total (excluding VAT)
Subtotal A: Preliminary & General	R
Subtotal B: Callouts	R
Subtotal C: Servicing of Breakers and Engines (PM)	R
Subtotal D: Pressure test and Filtration (PM)	R
Subtotal E: Servicing of Fuel Sensors (PM)	R
Subtotal F: Critical Spares	R
Subtotal G: Provisional Sum	R
Total contract Value (Excl. VAT)- Year 1	R

STANDBY DIESEL GENERATORS 3-YEAR MAINTENANCE VALUE

Description	Total (excluding VAT)
Year 1: Contract Amount (Excluding VAT)	R
Year 2: Contract Amount (Excluding VAT)	R
Year 3: Contract Amount (Excluding VAT)	R
Grand Total (Excl. VAT): Year 1+Year 2+Year 3	R

***This amount is to be carried over to the Form of Offer and Acceptance**

Contract Price and Price Adjustment

The rates applicable to this contract will be listed as in the Bid submission returnable and as per Activity Schedule. The total contract price shall be adjusted on each anniversary date to compensate for increases in cost of labour. The adjustments to the Price shall only take into considerations market influences in the preceding year and periods longer than this will not be considered.

Application for Price increases shall be submitted to the Company's Representative not less than 60 (sixty) days prior requested effective date of increase and must be accompanied by revised prices and documentary evidence support of such application..

Mark-up (3rd party procured items/services)

Additional spares and specialised sub-contracted work may be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted. Percentage added shall include profit, overheads, financing, contract insurance, guarantee costs and supervision, engineering, and management.

Note that the Mark-up percentage below shall not be used for items already covered or included on the above price list, Mark-up percentage shall apply only on additional items not covered or included on the above price list.

ACSA retains the right to procure of equal quality and standard if such goods or services can be procured at a lower cost, and supply same to the Contractor for fitment or use.

VALUE OF ITEM OR SERVICE	MARK-UP PERCENTAGE (%)
R0 - R 2000	
R 2001 - R5000	
R5001 - R10 000	
R10 001 - R50 000	
Over R50 001	

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	<i>This cover page</i>	
C3.2	<i>Description of Works</i>	
C3.3	<i>Management Strategy</i>	
	<i>Maintenance Document Control (Project Specifications)</i>	
	Total number of pages	

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The objective is to maintain the serviceability of Standby Diesel Generator infrastructure at the OR Tambo international Airport in a sustainable manner, following OEM and industry best practice intervals, at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation such as OHSACT, ORHVS, SANS, ICAO, and IEC.

This scope entails the maintenance and repair of the Standby Diesel Generator infrastructure at OR TAMBO International Airport. In brief, maintenance involves servicing, troubleshooting, repairs on the standby onload diesel generator engines and all fuel tanks (underground or not) and testing of all standby diesel generator engines/ controls/ communication system/ fuel system sensors, callouts and spares procurement for the entire system, but are not limited to the following key points..

The scope includes:

PREVENTATIVE MAINTENANCE OF STANDBY DIESEL GENERATORS AND FUEL SYSTEM

1. Engine

- Replace engine lubricating oil, remove and dispose of used oil from the ACSA site in a regulatory-compliant manner.
- Replace oil, fuel, and coolant filters and add corrosion inhibitor, as needed.
- Replace oil in hydraulic governors (where applicable).
- Check all spark plugs, ignition condenser, cap, rotor, wires, and points, cleaned and adjusted
- Checked oil, water or fuel leaks
- Checked engine wiring
- Stop or stop solenoid working properly
- Speed governor working properly
- V-belts checked
- Couplings, bolts and flexible joints checked and repaired accordingly

2. Safety protection shutdown alarm tests.

- Emergency stop button on generator tested
- Low oil pressure shutdown tested
- High engine temperature tested
- Low fuel level tested
- Start fail tested
- Low battery voltage alarm tested
- Charging alternator fail tested
- Generator min. & max. voltage alarm tested
- Engine overspeed tested
- Over/ under frequency tested
- Generator overload tested
- Engine stop failure tested

3. Alternators

- Voltage L1-L2 V , L2-L3 V

- L3-L1 V ,L1-N V
- L2-N V , L3-N V , N V
- AMPS L1 A, L2 A, L3 A, N
- Generator load kW ,kVA , kVA
- Alternator frequency Hz
- Alternator brushes

4. **Battery and charging system tests**

- Battery condition checked & replaced where necessary
- Battery terminals & cables checked and cleaned
- Battery voltage
- Ventilation system of battery box fan in good working condition
- Battery charger checked

5. **Cooling Systems**

- Radiator/ heating exchanger checked and serviced where necessary, airflow good
- Coolant – Add corrosion inhibitor checks and servicing
- Hose and connections check and servicing
- Fan belts checks and servicing
- Jacket water heater checks and heating properly
- Water pump checks and servicing
- Thermostat checks and servicing
- Check the radiator pressure cap and replace where necessary
- Water level switch installed and working
- Coolant level correct
- Mixture of coolant at -40 degrees freeze point

6. **Fuel Systems**

- Inspect Fuel Tank
- Fuel cut fire link (fusible link) safe and in good working condition
- Fuel lines connections

- Inspect Governor and Controls and check if working properly
- Supply and install new fuel filters – Primary/ Secondary
- Check fuel pressure pump and sensors functionality checked
- Fuel level alarms on 30% warning and 10% cut off
- Pressure testing of the U/G fuel line in accordance to SANS 10089 part 3 (33/37 - B.1.1.4)

7. **Miscellaneous equipment**

- Fire extinguisher equipment in good working condition and not expired
- The generator canopy condition
- Lighting in generator room
- Ventilation of room
- Drain water from all traps

8. **Air Intake and Exhaust System**

- Check, air filters, and replace when required
- Check and service air filter service indicator
- Check and service air inlet system
- Check and service turbocharger
- Check and service exhaust manifold
- Check and service exhaust system valves & valve rotators

9. **Oil System**

- Oil must be topped up to the prescribed level
- Engine oil to be changed when indicated to be necessary by result of oil analysis or when specified by engine manufacturer (OEM), which ever period occurs first.

10. **Controls**

- Generator breaker checked
- Mains breaker checked
- Fused & circuit breaker checked
- Protection relays checked
- AMP, volt & frequency meters checked
- Cables, terminations & earthing checked
- Selector switches
- Emergency stop button functionality checked
- All controls integrity checked.

11. Filtration & Pressure testing

- Fuel filtration on the bulk tanks.
- All underground /above ground/ base tanks must be pressure tested to check the integrity of the tank.

12. Samples

- Take fuel and oil samples against contaminations.

13. Spares which are not limited to the list below:

- Engine hoses
- Heater jacket elements, thermostats etc. that may be required during the process of annual and ADHOC maintenance

14. ADHOC activities

- Perform repairs on all callouts and necessary inspections
- Response time must not exceed 30min
- The activities must not take more than 2 days, if spares require to be purchased for replacement.

After all the test are performed and inspections are completed, the following during test run, are expected on the generator output:

- The frequency, voltage and speed(rpm) must quickly stabilize.
- The power factor must be close to 1.
- The engine temperature must not rise to the point of overheating.
- The battery voltage when tested with a multi-meter on the terminals, must not drop below 3V but at least by 1V.
- The oil pressure must be between 2-10 bars.
- Charging current must be between 4-5A when the battery is charging, but it should be 0A when the battery is full.
- The exhaust smoke must be clear.
- The fuel tank must not have any trace of water after filtration
- All generators must run optimally and must perform at a 100% level.
- All fuel monitoring system is working properly.
- Performing all preventative maintenance activities as identified under the recommended maintenance schedule in annex A

The works shall be performed considering the below standards and requirements.

- ICAO Standards.

- CAA Requirements.
- OHS Act.
- SANS Code.
- Manufacturers Specifications and Standards.
- IATA Standards and
- All Relevant Legislation and Regulation

C3.2 MANAGEMENT STRATEGY

Contractor's plan for the service

Prior to the activation of this contract, the contractor must submit his plan for the intended services for approval by the employer. The plan must indicate the timing of the services/planned maintenance together with the timing (date and time) and the anticipated duration.

All work shall conform to all relevant ICAO standards, CAA requirements, OHS Act, SANS Code, manufacturers specifications and standards, IATA Standards and regulations and all other legislation that might be relevant to this Contract and the execution thereof.

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

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding service. Work shall be scheduled in a manner as not to interfere with any normal airport operations. The objective is to ensure that maintenance of the infrastructure is carried out without placing the operation of the airport at risk of standing without essential loads being supplied in the event of power failure. Preferably all mains failure after maintenance of standby diesel generators must be performed during night hours.

The airport's operational hours for OR Tambo are detailed as follows:

Monday to Friday	06H30 to	18H30
Saturday	06H30 to	18H00
Sunday	06H30 to	18H30

The airport's operational hours are published in the AIP for OR TAMBO airport and can change based on operational requirements from time to time.

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities. Together with this roster, the *Contractor* shall provide a Schedule of equipment and tool, which will be used on this contract. The list will form part of the tender return schedules. The

equipment will be judged in conjunction with the *Contractor's* Plan for the service to understand whether or not the bidder has fully understood his obligations and whether he is able to do the work.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.). The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Quarterly on _____ at ____	OR Tambo / MS Teams	Employer Service Manager and Contractor
Overall contract progress and feedback	Quarterly on _____ at ____	OR Tambo / MS Teams	Employer Service Manager and Contractor

Meetings of a specialist nature may be convened any persons who is part of this agreement at times to suit both Parties, to discuss the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

Key personnel

The *Contractor* shall submit an organogram (as part of the Returnable Schedules) showing his key personnel, their roles/responsibilities, and their line of authority. This is specifically essential if the contractor is a Joint Venture. The submitted Contractor's Organogram Should be attached as Annex E of C4 (Site Information).

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

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

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

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

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

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

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

All spares will be charged according to the Activity Schedule. The Contractor shall ensure that replacement parts are effectively managed and disposed-off in a safe manner.

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

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

Methods and Procedures

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

- Assisting with emergency repairs
- Assisting with airport operations. Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Pointing out services to consultants or other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site relating to this contract
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- The ACSA Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Format of communications

- Work instructions, check sheets, monthly/quarterly maintenance reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager.

C3.3 MAINTENANCE DOCUMENT CONTROL

- When maintenance is performed, record sheets must be completed and signed off by both the Technician/Electrician and an **ACSA representative**. Monthly progress reports should be submitted timeously by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's.
- These record sheets must be stored for the duration of the contract and should be available for inspection at any time. **The lack of complete history files will result in immediate cancellation of the contract.**
- All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.
- The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**

Quarterly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding service or repair are attached to their invoices. This will include information on:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. maintenance plan for the next quarter
4. Asset register up to date including equipment data
5. Outstanding maintenance issues
6. Findings from the previous service
7. Recommended improvement opportunities

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

Failure Reports

After every incidence or failure which warrants a call out, the contractor shall provide the Employer with a comprehensive equipment failure report. The report should at a minimum describe the incidence, the root cause resulting with the failure, the intervention undertaken to return the airfield lights, apron lights and associated control infrastructure to service, and all future actions that need to be undertaken to return the unit to a healthy state/condition.

Invoicing and Payment

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

The *Contractor* shall address the tax invoice to Finance Department and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;
The contract number, Blanket Purchase Order 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)

Equipment

The *Contractor* shall hand-over any equipment and tools which was procured during the service period and claimed for to be paid by the *Employer*.

Information and Other Things

During the duration of the contract, the Contractor will acquire extensive intellectual property about the associated assets, equipment and procedures. This information cannot be used for any other reason except for fulfilment of this agreement. Any such intellectual property must be handed over to ACSA at the end of the Service period. These will include, but is not limited to, the following:

1. Reports
2. Memorandums
3. Drawings
4. Operating manuals
5. Service history books
6. Pictures
7. Movie Clips
8. Audio Clips
9. Spread sheets / Databases
10. Meeting minutes
11. Communiqués
12. Files
13. Warranties

Occupational Health and Safety

The *Contractor* shall comply with the health and safety requirements contained in section C1.3 above under PART C1: AGREEMENT AND CONTRACT DATA. Detailed records (attendance register) of all people (including subcontractors) working on the affected property must be kept.

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor an amount of R2000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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

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

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

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

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

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

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

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

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

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

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

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

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

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

Personal Protective Equipment

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

Environment

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

At no time, shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

Quality Plans and Control

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

A quality control plan should be developed for both the quarterly and the annual service requirements. The respective Service Manager should indicate his/her required intervention points on this plan: be it a hold, witness, or visual inspection point.

Preferential Procurement Procedures

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

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

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement parts.

No undefined (Price List) expenditure will be allowed to claim for by the *Contractor*. Where the need arises for such items - it must be clearly motivated for and approved by the *Service Manager*.

The *Contractor* is obliged to deliver or provide all necessary material and equipment to execute the works (e.g. measuring instruments and tools) and small items (e.g. lubricants and cleaning agents).

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

Subcontracting

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

Specialist services that may be required for this contract should be indicated and priced for as part of the quarter or annual services. This should be indicated as part of the service kit in Annex B.

BBBEE and Preferential Scheme

In order to qualify for B-BBEE recognition, ACSA will only accept B-BBEE certificates from SANAS accredited verification agencies and IRBA approved auditors as proof of B-BBEE status.

Specifications

The *Contractor* shall use only tools and test equipment relevant to the operation, repair and maintenance of Standby diesel generator and associated infrastructure. All test equipment used shall be calibrated as per regulation to ensure accurate measurement results are obtained at all times. Proof of calibration certificates needs to be issued on request by the *Service Manager*. All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.

Only materials with acceptable quality must be used as part of the services. Where an industry norm certification (SABS, expiry date, etc.) cannot be determined, then the *Service Manager* must be afforded the opportunity to inspect and authorize the items prior to it being delivered onto ACSA premises.

Correction of defects

The *Contractor* shall immediately report any equipment defects found whilst performing the services. All defects and non-conformances must be corrected immediately with agreement of the service manager. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) is listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

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.

The *Employer* 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.

1. WORKING ON AFFECTED PROPERTY

Without prejudice, the *Contractor* shall at all times adhere to the Airport site entry requirements.

Permits

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

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

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

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

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

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

Proof of compliance with the law

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

Provided by the Contractor

The contractor will provide necessary tools, equipment, Protective Clothing and all consumables required to conduct the service.

Records of Contractor's Equipment

The contractor is to keep record of equipment used on site. The record sheet should contain all the equipment relevant information i.e. The record will be checked by Aviation Security during both entry and exit to the Airside.

At the start of the contract, the contractor must submit a detailed list (make, model, serial number etc.) of equipment and tools that will be taken and used on ACSA premises - for approval by the *Service Manager*. This list must be approved regularly as and when tools and equipment are added or removed from it.

As part of the monthly report the contractor need to indicate in writing when extraordinary equipment (outside of the original equipment list referred to above) will / have been brought onto (or removed from) ACSA premises. If need be a special permission slip for this must be formulated to be signed by the *Service Manager* for this purpose.

The various approved lists must be at all times made available to the AVSEC department (including their contracted service provider) on request.

PART C4: SITE INFORMATION

Title	Annex number
Schedule of Equipment	ANNEXURE A
Specifications and parameters	ANNEXURE B
Service Level Agreement	ANNEXURE C
Environmental Terms and Conditions	ANNEXURE D
Schedule of Tools and Special Equipment	ANNEXURE E
Suggested Maintenance Programme	ANNEXURE F
Contractor's Maintenance Schedule	ANNEXURE G
Safety File Requirements (The file is not required at this stage. Submission will be required after Appointment.)	ANNEXURE H
Permit Cost	ANNEXURE I
OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (37.2)	ANNEXURE J
ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048	ANNEXURE K

ANNEXURE A

**SCHEDULE OF EQUIPMENT – STANDBY DIESEL GENERATORS AND FUEL TANKS OR
TAMBO INTERNATIONAL AIRPORT**

- Standby diesel generator plant and associated ancillary equipment
 - Engine
 - Safety protection shutdown alarm tests.
 - Alternators
 - Battery and charging system tests
 - Cooling Systems
 - Fuel Systems
 - Miscellaneous equipment
 - Air Intake and Exhaust System
 - Oil System
 - Controls
 - Samples

- Fuel system
 - Filtration & Pressure testing
 - Fuel monitoring system (sensors)

Table 1: standby diesel generators engines quantity and sizes

Item	Description	Location	Substation	kVA	Fuel Tanks
1	Generator set 1	Airfield Precinct	15/33	500kVA	9000L
2	Generator set 2	Airfield Precinct	03L	500kVA	9000L
3	Generator set 3	Airfield Precinct	21R	400kVA	9000L
4	Generator set 4	Airfield Precinct	New/L-band	200kVA	4500L
5	Generator set 5	Airfield Precinct	03R	500kVA	9000L
6	Generator set 6	Airfield Precinct	Mobile Gen	500kVA	1000L
7	Generator set 7	Airfield Precinct	21L	500kVA	9000L
8	Generator set 8	Airfield Precinct	New ops	500kVA	22000L
9	Generator set 9	Airfield Precinct	Super South Gate (entry)	150kVA	4500L
10	Generator set 10	Airfield Precinct	Fuel Farm	2000kVA	9000L
11	Generator set 11	Airfield Precinct	Victor 3	40kVA	100L
12	Generator set 12	Airfield Precinct	SAPS GATE	13,8kVA	50L
13	Generator set 13	Airfield Precinct	Super South Gate (long term parking)	105kVA	200L
14	Generator set 14	Freight Precinct	Golf apron	165kVA	200L
15	Generator set 15	Freight Precinct	Sub 1	800kVA	14000L

16	Generator set 16	Freight Precinct	Safair Gate	13,8kVA	50L
17	Generator set 17	Freight Precinct	Perishable Cargo Triangle (gate)	13,8kVA	100L
18	Generator set 18	Terminal Precinct	Sub 1 Gen 1	800kVA	9000L
19	Generator set 19	Terminal Precinct	Sub 1 Gen 2	800kVA	9000L
20	Generator set 20	Terminal Precinct	Sub 2	800kVA	14000L
21	Generator set 21	Terminal Precinct	Sub 5 Gen 1	800kVA	9100L
22	Generator set 22	Terminal Precinct	Sub 5 Gen 2	800kVA	9100L
23	Generator set 23	Terminal Precinct	Sub 5 Gen 3	800kVA	
24	Generator set 24	Terminal Precinct	Sub 8	800kVA	4500L
25	Generator set 25	Terminal Precinct	Sub 9 Gen 1	880kVA	9000L
26	Generator set 26	Terminal Precinct	Sub 9 Gen 2	880kVA	9000L
27	Generator set 27	Terminal Precinct	Sub 9 Gen 3	880kVA	
28	Generator set 28	Terminal Precinct	Sub 10	880kVA	9000L
29	Generator set 29	Terminal Precinct	Sub 11 Gen 1	800kVA	9000L
30	Generator set 30	Terminal Precinct	Sub 11 Gen 2	800kVA	9000L
31	Generator set 31	Terminal Precinct	Sub 12	1600kVA	14000L
32	Generator set 32	Terminal Precinct	Sub 13 Gen 1	1600kVA	14000L
33	Generator set 33	Terminal Precinct	Sub 13 Gen 2	1600kVA	14000L
34	Generator set 34	Terminal Precinct	Sub 14	800kVA	9000L
35	Generator set 35	Terminal Precinct	Sub 15	550kVA	16000L
36	Generator set 36	Terminal Precinct	Sky Top Engine	65kVA	100L

ANNEXURE B

STANDBY DIESEL GENERATOR SPECIFICATIONS AND PARAMETERS

The Contractor shall provide **all** spares necessary for the execution of the works as per OEM requirements. The table indicates models of installed systems at each airport. The contractor should complete the list as deemed appropriate to meet the OEM requirements and further provide pricing data for each type of installed standby diesel generator in Table 1 below.

Table 2: Installed specifications and parameters

PRECINT	SUBSTATION NO. & SIZE	ENGINE TYPE & MODEL	ALTERNATOR TYPE & MODEL	GENERAT OR CONTROL	BULK TANK SIZE (LITERS)
TERMINAL	SUB 1 2 x 800kVA	GEN 1: PERKINS 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U4310C Designation: 3012-TAG3A CFL no.:974310 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	STAMFORD AC GENERATOR GEN 1Manufactured month/year:10/98 GEN 2Manufactured month/year:01/01 Type: HC1634G1 AVR:MX321 PF:0,8 GEN 1 Volts:380 GEN 2 Volts:400 GEN 1 Ratings: STANDBY GEN 2 Ratings: N/A Excitation volts:58 GEN 1 Serial no.:0130130 GEN 2 Serial no.:084767-5 RPM:1500 Amps: 1166 Ambient temp: 27 °C Amps:3,30 Frequency:50Hz Phase: 3 Stator WDG:12	CIRCON	2x 9000L With fuel level and water level sensor
		GEN 2: PERKINS 3000 SERIES Engine no.: SGD120000U4405G Designation: 3012-TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °			

			Stator CON: STAR Enclosure: IP22 Insulation class: H		
	SUB 2 1x 800kVA	PERKINS 3000 SERIES Engine no.: SGD120000U3415H Designation: 3012-TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	STAMFORD AC GENERATOR Manufactured month/year:01/01 Type: HC64G1 AVR:MX321 PF:0,8 Volts:380 Ratings: STANDBY Excitation volts:58 Serial no.:141959-1 RPM:1500 Amps: 1166 Ambient temp: 27 °C Amps:3,30 Frequency:50Hz Phase: 3 Stator WDG:12 Stator CON: STAR Enclosure: IP22 Insulation class: H	DEEP SEA Model: 8610	14000L With fuel level and water level sensor
	SUB 5 3x 800kVA	GEN 1: PERKINS 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U5369B	STAMFORD AC GENERATOR Manufactured month/year:07/98 Type: HC134G1	DEEP SEA Synchroniz ing controller	2x 9100L With fuel level and water

		Designation: 3012-TAG3A CFL no.:965369 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	AVR:MX321 PF:0,8 Volts:380 Ratings: STANDBY Excitation volts:58 Serial no.:74569-4 RPM:1500 Amps: 1166 Ambient temp: 27 °C Amps:3,30 Frequency:50Hz Phase: 3 Stator WDG:12 Stator CON: STAR Enclosure: IP22 Insulation class: H	Model: DSE 8610	level sensor
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		GEN 2: PERKINS 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U5366B Designation: 3012-TAG3A CFL no.:965366 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	STAMFORD AC GENERATOR Manufactured month/year:07/98 Type: HC1634G1 AVR:MX321 PF:0,8 Volts:380 Ratings: STANDBY Excitation volts:58 Serial no.:74569-4 RPM:1500 Amps: 1166 Ambient temp: 27 °C Amps:3,30 Frequency:50Hz Phase: 3 Stator WDG:12 Stator CON: STAR Enclosure: IP22 Insulation class: H		
		GEN 3: PERKINS 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U5367B Designation: 3012-TAG3A CFL no.:965367 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm	STAMFORD AC GENERATOR Manufactured month/year:07/98 Type: HC1634G1 AVR:MX321 PF:0,8 Volts:380 Ratings: STANDBY		

		Injection timing:15 °	Excitation volts:58 Serial no.:74569-1 RPM:1500 Amps:1166 Ambient temp:27 °C Amps:3,30 Hz:50 Phase: 3 Stator WDG:12 Stator CON: STAR Enclosure: IP22 Insulation class: H		
	SUB 8 1x 800kVA	PERKINS 3000 SERIES Engine no.: SGD120230U0136D Designation: 3012 TAG3A CFL no.:980136 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	STANDBY GENERATOR X5456 800kVA 400V	CIRCON	4500L With fuel level and water level sensor
	SUB 9 1x 880kVA	GEN 1: PERKINS 3000 SERIES Engine no.: SGD120285U0588H Designation: 3012 TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 ° GEN 2: PERKINS 3000 SERIES Engine no.: SGD120285U0586H	GEN 1-3, LEROY SOMER: LSA:49,1L9 C 6/4 GEN 1 N°:118050/2 GEN 2 N°:117837/2 GEN 3 N°:117837/1 RPM:1500 PF:0,8 Regulator/AVR: R448/D AREP	DEEP SEA	2X9000L With fuel level and water level sensor

		Designation: 3012-TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	Altit.: < 1000m Rlt AR/N.D. E bearing:6320 UO C Grease.: Esso UNIREX N3 En charge/ full load:38,40V/3,28A a vide/ at no load:0,92A		
		GEN 3: PERKINS 3000 SERIES Engine no.: SGD120285U0491H Designation: 3012-TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	Date GEN 1: 01/10 Date GEN 2: 01/10 Date GEN 3: 01/09 Frequency:50Hz Protection: IP21 Class: H A.V.R: R448/D AREP Weight :1845 kg Tension Voltage:400V Phase:3 Conn: D Base:704kW 40 °C:1270A secours:920 kVA std by:736kW 27 °C:1327A		
	SUB 10 1x 880kVA	PERKINS 3000 SERIES Engine no.: SGD120285U1627J Designation: 3012-TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	LEROY SOMER: LSA:49,1L9 C 6/4 N°:131618/1 RPM:1500 PF:0,8 Regulator/AVR: R448/D AREP	CIRCON	9000L With fuel level and water level sensor

			Altit.: < 1000m Rlt AR/N.D. E bearing:6320 UO C Grease.: Esso UNIREX N3 En charge/ full load:33,30V/3,19A a vide/ at no load:0,92A Date: 02/18 Frequency:50Hz Protection: IP23 Class: H A.V.R: R448/D AREP Weight :1845 kg Tension Voltage:400V Phase:3 Conn: D Base:704kW 40 °C:1270A secours:920 kVA std by:736kW 27 °C:1327A		
	SUB 11 1x 800kVA	PERKINS Engine no.: DGD062001U8232M Designation: 4006-23-TAG3A r/min: 1500RPM bhp/kW _b : 910/679 SPILL/IGN. TIMING :17.5 °	STAMFORD PE9 2NB UL file no.:0BJY2, E193471 Frame/core: HC. 64G WDG: 12 Machine ID: A06D553630 Serial no:0209097/001	DEEP SEA Model: 5510	2x9000L
		PERKINS Engine no.: DGD062001U2566N	STAMFORD PE9 2NB UL file no.:0BJY2, E193471	DEEP SEA	

		Designation: 4006-23-TAG3A 1500RPM Engine rating: 6794 BKW 17.5 °	Frame/core: HC. 64G WDG: 12 Machine ID: A06D552595 Serial no:0209097/002	Model: 5510	
	SUB 12 1x 1600kVA	PERKINS Engine no.: DGB162286U6752N Designation: 4016TAG2A 1500RPM Engine rating:1754 BKW 16 °	STAMFORD PE9 2NB UL file no.:0BJY2, E193471 Frame/core: PI734D1 Machine ID: A07C754008 Serial no:0225559/001 Frequency: 50Hz RPM: 1500 Volts:400/231 Amps base rate: 2381.6 PF:0.8 Ex. Volts: 60 Ex. Amps: 3.10 Ambient temp: 40°C Enclosure: IP23 Insulation class: H: UL1446 Stator WDG.: 12 Stator conne: STAR AVR:MX321	DEEP SEA Model: 5510	14000L With fuel level and water level sensor
	SUB 13 2x 1600kVA	GEN 1: PERKINS Engine no.: DGB162286U0956P Designation: 4016TAG2A 1500RPM Engine rating:1697 BKW 16 °	STAMFORD PE9 2NB UL file no.:0BJY2, E193471 Frame/core: PI734D1 WDG:12	DEEP SEA Model: 5510	2x14000L With fuel level and water

			Machine ID: A07C754960 Serial no:0225559/002		level sensor
		GEN 2: PERKINS Engine no.: DGB162286U1099P Designation: 4016TAG2A 1500RPM Engine rating:1697 BKW 16 °	STAMFORD PE9 2NB UL file no.:0BJY2, E195471 Frame/core: PI734D1 WDG:12 Machine ID: A07C760327 Serial no:0225559/003	DEEP SEA Model: 5510	
	SUB 14 1x 800kVA	PERKINS Engine no.: DGD062001U2568N Designation: 4006-23TAG3A 1500RPM Engine rating:679 BKW 17.5 °	STAMFORD PE9 2NB UL file no.:0BJY2, E193471 Frame/core: HC.64G WDG:12 Machine ID: A06D555988 Serial no:0209097/003	LOVATO	9000L With fuel level and water level sensor
	SUB 15 1x 550kVA	PERKINS Engine no.: MGB063008 U117P Designation: 2506AE15TAG2 1500RPM Engine rating:434 BKW	STAMFORD Manufactured month/year:01/08 Type: HC.1534D1 AVR:MX321 PF:0,8 Volts:400/231 Ratings: CONT. Excitation volts:43 Serial no.:0242119/1 RPM:1500 Amps:793.9 Ambient temp:40 °C Amps:2,50	LOVATO RGK60	16000L With fuel level and water level sensor

			Hz:50 Phase: 3 Stator WDG:311 Stator CON: S. STAR Enclosure: IP23 Insulation class: H		
	SKY TOPS ENGINE 1x 65kVA	JOHN DEERE Engine serial no.: CD4039T357477 Application data: 4039TF003	LEROY SOMER: LSA:441SI N°:80660.04 Frequency:50Hz PF:0,8 Voltage: 380V Phase:3 Insulation class: H Ex. cont. duty:22V, 3.0A at no load:0,8A Weight.: 275kg Regulator: R438 Date: 11/97 Frequency:50Hz Protection: IP21 Ambient temp: 40° C	UNKNOWN	100L
AIRSIDE	15/33 1x 800kVA	CATERPILLAR Engine serial no.: 81Z25690 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604	LEROY SOMER: LSA:47.1L10C 6/4 N°:120015/2 RPM:1500 PF:0,8	CIRCON	9000L With fuel level and water level sensor

		Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	Regulator/AVR: R448 LS/C AREP Altit.: < 1000m Rlt AR/N.D. E bearing:6315 2RC Grease.: Esso UNIREX N3 en charge/ full load:34.0V/3,33A a vide/ at no load:0,91A Date: 01/20 Frequency:50Hz Protection: IP21 Class: H Weight :1110 kg Tension Voltage:400V Phase:3 Conn: D Base:400kW 40 °C:721A secours:540 kVA std by:432kW 27 °C:779A		
	03L 1x800kVA	CATERPILLAR Engine serial no.: 81Z25541 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604 Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm	LEROY SOMER: LSA:47.1L10C 6/4 N°:120015/1 RPM:1500 PF:0,8 Regulator/AVR: R448 LS/C AREP Altit.: < 1000m Rlt AR/N.D. E bearing:6315 2RS	CIRCON	9000L With fuel level and water level sensor

		Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	Grease.: Esso UNIREX N3 en charge/ full load:34.0V/3,33A a vide/ at no load:0,91A Date: 01/20 Frequency:50Hz Protection: IP21 Class: H Weight :1110 kg Tension Voltage:400V Phase:3 Conn: D Base:400kW 40 °C:721A secours:540 kVA std by:432kW 27 °C:779A		
	21R 1x 400kVA	PERKINS 2300 SERIES Engine no.: FGB061411 U9579P Designation: 2306A-E14TAG2 1500RPM Engine rating:344 BKW	OLYMPIAN CATERPILLAR Model: GEP400-1 Serial no: OLY00000A23100141 Year of manu.:2008 Rated power-STANDBY: 400kW, 0.8 Rated voltage: 400/230 Phase: 3 Rated frequency: 50 Hz Rated current: 577A Rated R.P.M: 1500 Maximum altitude: 152.4m	CIRCON	9000L With fuel level and water level sensor

			Maximum ambient temp: 27°C Sales order reference: 265274/10 Alternator conn.: S. STAR Rating ISO 8528-3: PR 500H TLO.875 Alternator enclosure: IP 23 Insulation class: H Ex. Voltage: 40V Ex. Current: 2A AVR: R448C SOMER LEROY AC SYNCHRONOUS GENERATOR Serial N°.:220564/03 Frame/core: LL 61148 WDG:6/4		
	NEW/L BAND 1x 200kVA	SCADIA Type.: D 9 92 Variant: A 23 D Engine no.: 8502203 Valve clearance cold engine Inlet:045mm Exhaust:0.8mm Pump timing: 17° before T.D.C	LEROY SOMER: LSA:45.2M5 C 6/4 N°:120033/1 RPM:1500 PF:0,8 Regulator/AVR: R448 LS/C AREP Altit.: < 1000m Rlt AR/N.D. E bearing:6315 2RS Grease.: Esso UNIREX N3 en charge/ full load:31.7V/3,62A a vide/ at no load:1.0A Date: 01/20	CIRCON	4500L With fuel level and water level sensor

			Frequency:50Hz Protection: IP23 Class: H Weight :585 kg Tension Voltage:400V Phase:3 Conn: D Base:160kW 40 °C:288A secours:223 kVA std by:178kW 27 °C:321A		
	03R 1x 500kVA	CATERPILLAR Engine serial no.: 81Z25675 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604 Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	LEROY SOMER: LSA:407L AREP NO.:140651-01 Fequency:50 Duty V: 400V A: 3,9A PF:0,8 Excitation cont. duty:32V, 3.14A Weight:1110kg IP:21 Winding:1 leads:12 Amb:40 °C Date: 04/03 Hz:50	CIRCON	9000L With fuel level and water level sensor

			RPM: 1500rpm Ins. class: H Regulator/AVR: R448 Phase:3 Conn: D NDE BRG:6315.2RS		
	21L 1x 500kVA	CATERPILLAR Engine serial no.: 81Z25690 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604 Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	LEROY SOMER: LSA:471L AREP NO.:135982-4 Fequency:50 Duty V: 400V A: 3,9A PF:0,8 Excitation cont. duty:32V, 3.2A Weight:1110kg IP:21 Winding:1 leads:12 Amb:40 °C Date: 04/03 Hz:50 RPM: 1500rpm Ins. class: H Regulator/AVR: R448 Phase:3 Conn: D NDE BRG:6315.2RS	CIRCON	9000L With fuel level and water level sensor

	NEW OPS 1x 500kVA	PERKINS 1300 SERIES Year:2003 Displacement: 531 in ³ cylindree:8,7L Model: GCB330 Adv. BPH@RPM: 330@1500rpm Engine family: DTA 530E Serial no.: WS4418N1434413	LEROY SOMER: LSA:462L6 AREP NO.:139176-1 Fequency:50 Duty V: 400V Duty A: 360A A: 3,9A PF:0,8 Excitation cont. duty:34V Weight:710kg IP:21 Winding:1 leads:12 Amb:40 °C Date: 06/03 Hz:50 RPM: 1500rpm Ins. class: H Regulator/AVR: R448 Phase:3 Conn: D NDE BRG:6315.2RS	CIRCON	22000L With fuel level and water level sensor
	SUPER SOUTH GATE (ENTRY) 1x 150kVA	PERKINS 1300 SERIES Year:2003 Displacement: 531 in ³ cylindree:8,7L Emission family: 2NVXL0530ANC	LEROY SOMER: LSA:422L11 AREP NO.:144217-2 Fequency:50 Duty V: 400V	CIRCON	4500L

		Model: GCB250 Adv. BPH@RPM: 2500@1500rpm Serial no.: WS4414N1391669	Duty A: 216A PF:0,8 Excitation cont. duty:16V, 3.4A Weight:560kg IP:21 Winding:1 leads:12 Amb:40 °C Date: 07/03 Hz:50 RPM: 1500rpm Ins. class: H Regulator/AVR: R448 Phase:3 Conn: D NDE BRG:6309.2RS		
	FUEL FARM 1x 2000kVA	PERKINS Engine no.: DGDM6003 U21437U Designation: 4012-46TAG3A 1500RPM Engine rating:1436 BKW 18 ⁰	LEROY SOMER: BRUSHLESS SYNCHRONOUS GEN Type: LSC 74L Duty rating:1600kW Stator conn.: Star Regulator/AVR: R448/D AREP N.D.E bearing: 6226 SAE flange:00/21 AVR.: R449 Nr.: L74-479 Voltage:400V Current: 2887A	DEEP SEA DSE 7410	9000L With fuel level and water level sensor

			PF: 0,8 Phase: 3 Ambient: 40 °C Thermal class: H V excitation: 40V A excitation: 4,3A RPM :1 500rpm Frequency:50Hz Enclosure: IP 23 Weight: 4000kg		
	SUPER SOUTH GATE (LONG TERM PARKING) 1x 105kVA	DEUTZ Engine: BF6L 914 Motor no.: 08812464 97kW 1500RPM Angle: 20 +-0.5 5263 RPM DIN/ISO 3046 IFN Serial no.:100209	MARELLI GENERATOR AC GENERATOR Type: MJB 225 MA 4 Code: MJB2232L63317 Serial no.: MV24929 06'08 Weight:420kg Phase:3 IP:23 Ins class: H PF: 0,8 V: 400 Star, 231 Delta A: 152 Star, 262 Delta Frequency:50 RPM: 1500rpm Ambient Temp: 40 °C Vex.:30 Aex.:2,4 change in Tcl.:H	DEUTZ GC- 1F	200L

			Year of manu.: 2008 Purchase date: 08/08		
	MOBILE GEN. 1x 500kVA	CATERPILLAR Engine serial no.: 81Z25540 Engine model.: 3412 Modification no.: SEE ORDER AR no.: 1W-9604 Perf spec.: OT-6334 Max alt: 2450M Full load static fuel: 4.41mm Full torque static fuel: 4.46mm Rated: 601HP 448.0kW at 1500RPM Fuel timing: 30.0BTC Bare engine high idle RPM: 1534	LEROY SOMER: LSA:471L10 C 6/4 Date: 01/20 N°:120015/3 Frequency:50Hz RPM:1500 Protection: IP21 PF:0,8 Regulator/AVR: 448 LS/C AREP Altit.: < 1000m Weight :1110 kg Rlt AR/N.D. E bearing:6316 2RS Grease.: Esso UNIREX N3 Ex. Values: 400V 40°C en charge/ full load:34.0V/3.33A a vide/ at no load:0.91A Tension Voltage:400 Phase:3 Conn: D Base:400kW 40 °C:721A Secours:540 kVA std by:432kW 27 °C:770A	CIRCON	1000L
	SAPS GATE	PERKINS	OLYMPIAN CATERPILLAR		50L

	1x 13.8kVA	Type.: HL51102U Serial no.: 513432K	Model: GEP13.5-2 Serial no: OLY00000VPXT00550 Year of manu.:2003 Rated power-STANDBY: 11kW, 0.8 Rated voltage: 400/230 Phase: 3 Rated frequency: 50 Hz Rated current: 19.9A Rated R.P.M: 1500 Maximum altitude: 152.4m Maximum ambient temp: 25°C Sales order reference: 102838/001C Alternator conn.: S. STAR Rating ISO 8528-3: BR Alternator enclosure: IP 23 Insulation class: H Ex. Voltage: 40V Ex. Current: 2A AVR: R230/A		
	VICTOR 3 1x 40kVA	UNKNOWN Engine serial no.: CD3029B036898 Application data: 3029DF120	LEROY SOMER: LSA:43.2S15J 6/4 Date: 07/09 N°:205478/40 Frequency:50Hz RPM:1500 Protection: IP23 PF:0,8	MICS NEXYS	100L

			Regulator/AVR: R230 OU R250R250 Altit.: < 1000m Weight :210 kg Rlt AR/N.D. E bearing:6367 ZRS Grease.: Esso UNIREX N3 Ex. Values: 400V 40°C en charge/ full load:26.60V/1.44A a vide/ at no load:0,46A Tension Voltage:400 Phase:3 Conn: STAR Base:32kW 40 °C:57.7A Secours:47 kVA std by:37.6 27 °C:67.8A		
CARGO	GOLF APRON 1x 165kVA	OLYMPIAN Model: GEP165 Serial no: OLY00000KRTG07127 Year of manu.:2008 Rated power-STANDBY: 132kW, 0.8 Rated voltage: 400/230 Phase: 3 Rated frequency: 50 Hz Rated current: 238A Rated R.P.M: 1500 Maximum altitude: 152.4m	LEROY SOMER Frame/core: LL 3014H WDG:6/4 Serial no:225064/37 Sales order reference: 285193/10 Alternator conn.: S. STAR Rating ISO 8528-3: PR 500H TLO.875 Alternator enclosure: IP 23 Insulation class: H Ex. Voltage: 47V Ex. Current: 2A	OLYMPIA N	200L

		Maximum ambient temp: 27°C ENGINE FAMILY: PERKINS Engine displacement :5.986 Model year:2008 Engine type:2614/1500	AVR: R250		
	SUB 1 1x 800kVA	PERKINS 3000 SERIES Engine no.: SGE080012U2443P Designation: 3008-TAG4 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:18 °	STAMFORD Manufactured month/year:11/99 Type: HC.1544C1 AVR: SX440 PF:0,8 Volts:400/230 Excitation volts:43 Serial no.:0115746701 RPM:1500 Amps:793.9 Amps:2,50 Hz:50 Phase: 3 Stator WDG:311 Stator CON: S. STAR Enclosure: IP22 Insulation class: H	CIRCON	14000L With fuel level and water level sensor
	SAFAIR 1x 13.8kVA	PERKINS Type.: HL35100U Serial no.: 516055L	LEROY SOMER Frame/core: LL 1014H WDG:6/44 Serial no:162665/05	UNKNOWN	100L

			Sales order reference: 285193/10 Alternator conn.: S. STAR Rating ISO 8528-3: PR 500H TLO.875 Alternator enclosure: IP 23 Insulation class: H Ex. Voltage: 47V Ex. Current: 2A AVR: R250		
	PERISHEABLE CARGO TRIANGLE 1x 13.8kVA	OLYMPIAN Model: GEP13.5-2 Serial no: OLY00000HPXT00908 Year of manu.:2003 Rated power-STANDBY: 11kW, 0.8 Rated voltage: 400/230 Phase: 3 Rated frequency: 50 Hz Rated current: 19.9A Rated R.P.M: 1500 Maximum altitude: 152.4m Maximum ambient temp: 27°C Mass: 402 kg ENGINE FAMILY: UNKNOWN Engine serial no.: CD3029B034293 Application data: 3029DF120	LEROY SOMER Frame/core: LL 1014H WDG:6/44 Serial no:162665/05 Sales order reference: 108428/10 Alternator conn.: S. STAR Rating ISO 8528-3: BR Alternator enclosure: IP 23 Insulation class: H Ex. Voltage: 40V Ex. Current: 2A AVR: R230/A	MICS NEXYS	100L



ANNEXURE C**SERVICE LEVEL AGREEMENT****Operational hours**

Normal airport operational hours shall be **from 05:00 to 22:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available when required and should price for them accordingly:

Skill	Quantity	Frequency
Supervisor	1	When required
Electrician	1	When required
Diesel Mechanic	1	When required
Technical Assistant	1	When required
Engineer (OEM)	1	When required
Safety officer	1	When required

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 rostering staff.

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

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; ➤ Standby diesel generator availability (as per ICAO/CAA/SANS requirements) shall be maintained at or above 99.5% overall per month.
Response time	All breakdowns shall be responded to within: ➤ 60 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours ➤ 1.5 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after-hours
Closure Duration	All breakdowns shall be resolved within: ➤ 3 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk)

% of planned maintenance completed per month	100% of all planned maintenance shall be completed per year and when necessary
--	--

Service Level Table

Low service damage will be raised against the contractor if the following service levels are not achieved:

Failure to meet the following Service Level	Low Service Damage against the Activity	Low Service Damage Percentage of the corresponding activity
Engine	Annual PM	10%
Safety protection shutdown alarm tests.	Annual PM	10%
Alternators	Annual PM	10%
Battery and charging system tests	Annual PM	10%
Cooling Systems	Annual PM	10%
Fuel Systems	Annual PM	10%
Miscellaneous equipment	Annual PM	10%
Air Intake and Exhaust System	Annual PM	10%
Oil System	Annual PM	10%
Controls	Annual PM	10%
Samples	Annual PM	10%
Filtration & Pressure testing	Annual PM	10%
Fuel monitoring system (sensors)	Annual PM	10%
Minimum guarantee for all preventive maintenance work	Per corresponding PM	100% or redo the PM

Minimum guarantee for all Corrective/Reactive/Repair Maintenance	Per corresponding CM	100% or redo the CM
Minimum legislated ORHVS qualification requirement for personnel working standby diesel generator system	Contract	Immediate Termination
Perform the schedule PM on time	Per corresponding PM	10%
Fault response time	Per corresponding CM/ Task Order	10%
Incomplete activity	Per corresponding activity	10%

Human resources

The following minimum standards shall apply to resourcing:

1. For all call-outs: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff complement shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on standby diesel generators, and associated infrastructure.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It will always remain the Contractor's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC).

Once the Contractor has arrived on site he/she must notify the IMC of the problem found and the expected resolution time of the problem.

Finally, once the problem has been resolved the contractor will advise the IMC of the resolution.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

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

ANNEXURE D

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

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company

	<ol style="list-style-type: none"> 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

Penalties shall be imposed by ACSA on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the penalty. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise ACSA accordingly.

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

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.



I, of agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at:

ANNEXURE E**TOOLS AND SPECIAL EQUIPMENT**

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any **exclusion** to the above should be listed with the lead-time required to deliver same to site.

Number	Item description	Lead time
1		
2		
3		
4		
5		
6		
7		
8		

ANNEXURE F**SUGGESTED MAINTENANCE PROGRAMME**

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

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all maintenance is done in accordance with the OEM requirements. As a minimum, the Contractor must perform the following:

Maintenance Schedule for Standby Diesel Generator and Associated Infrastructure

Planned Standby Diesel Generator and associated infrastructure programme			
Item	Category	Yearly	ADHOC
1	Alternator and Controls	1) Test run plant as per 4.9.3.1 2) Check and record voltage 3) Check and record amps per phase 4) Check all other instruments 5) Clean out dust from AVR, VCP and exciter rotating diode compartments 6) Check for loose connections 7) General check on control panel 8) Check safety circuit and make sure that all safety circuits are in operation 9) Check water pumps and controls 10) Check fuel pump operation and controls. 11) Check fuel line shut of valve. Make sure valves are operating freely. 12) Check all alarms circuits <ul style="list-style-type: none"> • high temperature • low oil pressure • over speed • low fuel warning 13) Checking of fuel switches and actuators 14) Alternator Brushes	Repairs (where necessary)

2	Generator Set (Including Engine)	1) Check oil level, top up if necessary 2) Check condition of batteries and cables 3) Check battery electrolyte level (applicable to lead acid batteries) 4) Check battery voltage 5) Check battery voltage drop on initial test run of machine 6) Check operation of starter motors and heating elements. 7) Check operation of water temperature and oil pressure shut down circuits 8) Test each diesel generator off load for minimum of five (5) minutes and record the following: <ul style="list-style-type: none"> • Engine oil pressure • Dynamo charging readings • Observe operation of engine unit on load • Note condition of exhausted smoke line breather fumes (Yearly) • Note any oil and fuel leaks 9) Check coolant temperature and level and top up if necessary 10) Check all hose connections for tightness and signs of coolant leaks 11) Clean generator and plant room 12) Replace oil in hydraulic governors (where applicable) 13) Check all spark plugs, ignition condenser, cap, rotor, wires and points, cleaned and adjusted	Repairs (where necessary)
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3	Backup systems	<p>1) Test each diesel generator on load for minimum of 15 minutes and record the following:</p> <ul style="list-style-type: none"> • Change over time between simulated mains failure shut down and generator supply restoration (indicative value less or equal to 15 seconds for AGL systems) • Engine oil pressure • Coolant temperature • Dynamo charging readings • Observe operation of engine unit on load • Note condition of exhausted smoke line breather fumes • Note any oil and fuel leaks <p>2) Service air cleaner and engine breather filters</p> <p>3) Check condition and tightness of fan belt</p> <p>4) Check level of fuel tank and top up</p> <p>5) Adjust tappets if necessary</p> <p>6) Clean diesel machines</p> <p>7) Check fuel injector and check injection pump timing as applicable</p> <p>8) Check governor</p> <p>9) Check turbo charger</p> <p>10) Check stop solenoid</p> <p>11) Check all water hoses for tightness and cracks</p> <p>12) Check engine mountings</p> <p>13) Check exhaust silencer and pipes</p> <p>14) Check if diesel fuel shut of valves are in working order</p> <p>15) Perform all safety protection shutdown alarm tests.</p> <p>16) Perform all battery and charging systems tests</p> <p>17) Inspect cooling system and perform all required relating to the cooling system</p>	Repairs (where necessary)
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		18) Check radiator matrix for dirt build up and condition of pressure cap 19)Change oil filter 20)Change air filter 21)Change fuel filter 22)Change oil 23) Flush coolant system, refill with fresh water and inhibitor to correct quantity 24) Take sample of fuel from bottom of bulk tank and primary filter for check against contamination 25) Check level of bulk fuel tank; fill up to full mark to avoid condensation. Take sample for analysis 26) Filtration of fuel for moisture and any contaminant (Conditional upon heavy rains) 27) Take fuel and oil samples	Repairs (where necessary)
4	Fuel system	1)Pressure Testing 2)Inspect Fuel Tank 3)Fuel lines connections 4)Inspect Governor and Controls 5)Supply and install new fuel filters – Primary/ Secondary 6)Check fuel pressure pump 7)Pressure testing of the U/G fuel line in accordance to SANS 10089 part 3 (33/37 – B.1.1.4) 8) Check the air intake and exhaust system condition and repair.	1)Fuel sensors and water level sensors tests and Repairs (where necessary)
5	Controls	1)Generator breaker checked 2)Mains breaker checked 3)Fused & circuit breaker checked 4)Protection relays checked 5)AMP, volt & frequency meters checked 6)Cables, terminations & earthing checked 7)All controls integrity checked.	Repairs (where necessary)

ADHOC, Monthly and Yearly Maintenance – Standby Diesel generators and associated ancillary equipment	
Item	Description
1	<ul style="list-style-type: none">• Perform preventative maintenance (Six Monthly and Yearly)
2	<ul style="list-style-type: none">• Perform all ad hoc maintenance

After the Annual Service, a Service Report per substation shall be submitted to the organisation

ANNEXURE I

PERMIT PRICES

TYPE	CHARGE	APPLY DISCOUNT	PAYMENT	INV NR
PERSONAL				
Penalty - Permit Left in Boarding Gate Card Reader				
<input type="radio"/> clear radiobuttons				
<input type="checkbox"/> Penalty	9742	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
Permanent				
<input type="radio"/> clear radiobuttons				
<input type="checkbox"/> 1st Lost Permit	197	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> 2 yrs Permanent Permit	270	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> 2nd Lost Permit	395	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Add Colour	197	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Add Colour & Icon	285	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Permanent Permit without clips & Cardholder	270	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Personal /Tool Permit	358	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Personal AVOP/Cell/Tools/Camera Permit	622	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Personal AVOP/Cellphone Permit	446	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Personal/AVOP Permit	358	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Personal/Camera Permit	358	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Personal/Cellphone Permit	358	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> Reprint	197	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
Personal Permit Without Clip & Cardholder				
<input type="radio"/> clear radiobuttons				
VEHICLE				
3 days to 1 month				
<input type="radio"/> clear radiobuttons				
Add on charge				
<input type="radio"/> clear radiobuttons				
<input type="checkbox"/> 1 - 3 months	321	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	
<input type="checkbox"/> 3 - 6 months	643	<input type="checkbox"/>	<input type="radio"/> A <input type="radio"/> C	

FIRST LOSS	107
Freight Parking	0
Second Lost	179
Transport operators	213
Permanent	
ATOA	347
Diplomatic	622
Lost ATOA	731
Lost Diplomat Permit	846
Roadway stickers	
Atoa	88
Temporary	
TEMPORARY	
3 days - 1Month	
Personal Temporary	
1 Day	553
1 Day without clip	553
2-5 Days	553
2-5 Days without clip & cardholder	553
Vehicle Temporary	
1 - Day	53
1--3 months	352
2 - Days	108
3 Days	160
3 days - 1 Month	352
4-6 months	705
OTHER	
Penalty Charges	
10 Unretruned permits	55640
1st Damaged Permit	197
1st Loss Parking permits	261
1st Loss Personal Permit	467
1st Loss vehicle Permit	1606
1st loss Diplomatic Parking	846
2nd Damaged Permit	343

ABBREVIATION

No.	Abbreviation	Description
1	ACSA	Airports Company South Africa
2	O.R Tambo	Oliver Reginald Tambo
3	NEC3	New Engineering Contract 3
4	TBC	To Be Communicated
5	OHS	Occupational Health & Safety
6	COIDA	Compensation for Occupational Injuries & Diseases Act
7	SHE	Safety, Health and Environment
8	VAT	Value Added Tax
9	PPE	Personal Protective Equipment
10	SLA	Service Level Agreement
11	OEM	Original Equipment Manufacturer
12	kVA	Kilovolt-amperes
13	MCB	Miniature Circuit Breaker
14	A	Amperes
15	kA	Kiloamperes
16	SUB	Substation
17	L	Litres
18	Gen	Generator
19	kW	Kilowatts
20	ICAO	International Civil Aviation Organization
21	CAA	Civil Aviation Authority
22	SANS	South African National Standards
23	IATA	International Air Transport Association
24	PM	Preventative Maintenance
25	WO	Work Order
26	AIP	Aeronautical Information Publication

ANNEXURE J:**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa SOC Limited OR. Tambo International Airport, Western Precinct, Aviation Park O.R. Tambo International Airport 1 Jones Road Kempton Park 1632

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

THE MAINTENANCE OF STANDBY DIESEL GENERATORS AT O.R. TAMBO INTERNATIONAL AIRPORT

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

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 Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
 8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
 9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

2. REPORTING

The Mandatary and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatary warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 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.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS

Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client

OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COIDA 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 or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

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

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4 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.

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening

- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, SMS or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept

on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

- 24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply low service damages/penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

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. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.



ACCEPTANCE BY MANDATARY

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

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHS Act 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

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____