



## NEC3 Term Service

# Short Contract (TSSC3)

A contract between **Airports Company South Africa SOC Limited**  
Reg. No 1993/004149/30 VAT no 4930138393

and

for **Electrical Maintenance at Upington International Airport**

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Documentation prepared by: [•]

# C1 Agreements & Contract Data

## C1.1 Contractor's Offer and Employer's Acceptance

The *Contractor* is:

Name: .....

Address: .....

.....

Telephone: .....

Email: .....

The percentage for overheads and profit added to the Defined Cost for people is: .....%

The percentage for overheads and profit added to the other Defined Cost is: .....%

The *Contractor* offer to Provide the Service in accordance with the *conditions of contract* attached hereto, for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices for part of the *service* in Part 1 of the Pricing Data is:

.....

The offered total of the Prices for part of the *services* in Part 2 of the Pricing Data is:

.....

Signed on behalf of the *Contractor*

Name: .....

Position: .....

Duly authorised (Y/N): .....

Signature: ..... Date: .....

---

The *Employer* accepts the *Contractor's* above Offer to Provide the Service:

Signed on behalf of the *Employer*

Name: .....

Position: .....

Duly authorised (Y/N): .....

Signature: ..... Date: .....

**C1.2 Contract Data****Data provided by the *Employer***

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
<b>General</b>		
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited, The Maples, River Woods, 24 Johnson Road, Bedfordview Gauteng, 2008</b>
	Address	<b>24 Johnson Road Riverwoods Office Park The Maples Building Bedfordview Johannesburg 2007</b>
	Tel No.	<b>+27 11 723 1400</b>
	Fax No.	<b>[•]</b>
	E-mail address	<b>[•]</b>
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	<b>Phiwe Nyati</b>
	Address	<b>Kimberley Airport Comp Patterson Rd Diskobolos Kimberley 8301</b>
	Tel No.	<b>+27 53 830 7136</b>
	Fax No.	<b>N/A</b>
	E-mail address	<b>Phiwe.nyati@airports.co.za</b>
	The authority of the <i>Employer's Agent</i> is	<b>[•]</b>
11.2(5)	The <i>service</i> is	<b>Electrical Maintenance at Kimberley Airport, as more fully set out in Part 3 of this contract.</b>
11.2(6)	The Service Information is in	<b>Part 3 of this contract.</b>
30.1	The <i>starting date</i> is.	<b>The date of issuing a Purchase Order</b>
30.1	The <i>service period</i> is.	<b>12 months</b>
13.2	The <i>period for reply</i> is	<b>5 working days</b>
50.1	The <i>assessment day</i> is the	<b>On the 7<sup>th</sup> day of each successive month</b>

51.2	The interest rate on late payment is	<b>The prime lending rate of Nedbank Bank, as determined from time to time.</b>																								
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	<b>Refer to Part C1.4</b>																								
82.1	The <i>Employer</i> provides this insurance	<b>Refer to Part C1.4</b>																								
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	<b>Refer to Part C1.4</b>																								
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	<b>Refer to Part C1.4</b>																								
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	<b>Refer to Part C1.4</b>																								
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	<b>No</b>																								
93.1	The <i>Adjudicator</i> is (Name)	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>																								
	<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone &amp; e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 <a href="mailto:gandi@badela.co.za">gandi@badela.co.za</a></td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a></td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td></tr> </tbody> </table>		Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:gandi@badela.co.za">gandi@badela.co.za</a>	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>	Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>	Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
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93.2(2)	The <i>Adjudicator nominating body</i> is:	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>																								
93.4	The <i>tribunal</i> is:	<b>Arbitration.</b>																								
	The <i>arbitration procedure</i> is	<b>The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.</b>																								
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>																								

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

**The conditions of contract are the NEC3 Term Service Short Contract (April 2013) and the following additional conditions**

#### AMENDMENTS TO THE CORE CLAUSES

#### **Z1 Interpretation of the law**

**Z1.1 Add to core clause 12.3:** Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

#### **Z2 Add to core clause 20.1:**

**Z2.1** Furthermore, the *Contractor* warrants that the results of the Service, when complete, shall be fit for the intended purpose.

#### ADDITIONAL Z CLAUSES

#### **Z3. Cession, delegation and assignment**

**Z3.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.

**Z3.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

#### **Z4. Ethics**

**Z4.1.** The *Contractor* undertakes:

**Z4.1.1.** 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;

**Z4.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

**Z4.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Services or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

**Z4.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 91.2. the amount due on termination is as per clause 92.1

**Z5. Confidentiality**

- Z5.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Employer*, which consent shall not be unreasonably withheld.
- Z5.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.
- Z5.3.** This undertaking shall not apply to –
- Z5.3.1.** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z5.3.2.** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z5.3.3.** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z5.4.** The taking of images (whether photographs, video footage or otherwise) of the *Services* or any portion thereof, in the course of Providing the *Services* and after Task Completion Date, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

**Z6. Employer's Step-in rights**

- Z6.1.** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within **2 weeks** of the notification of the default by the *Employer*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, may remedy the default either itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.
- Z6.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Employer* to achieve this end.

**Z7. Liens and Encumbrances**

- Z7.1.** The *Contractor* keeps the Equipment used to Provide the *Services* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

**Z8. Intellectual Property**

- Z8.1.** 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 Service.
- Z8.2.** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *services*.
- Z8.3.** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP is made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z8.4.** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z8.5.** the *Contractor's* design, manufacture, or execution of the Services;
- Z8.6.** the use of the *Contractor's* Equipment, or
- Z8.7.** the proper use of the Services.
- Z8.8.** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

**Annexure A: The *Employer's* Panel of Adjudicators**

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Employer's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>
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Information about the Panel and appointment of the selected *Adjudicator* is available from [●]



**C1.3 Contract Data****Data provided by the *Contractor* (the *Contractor's* Offer)**

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

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10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	

---

63.2	The percentage for overheads and profit added to the Defined Cost for people is	.....%
63.2	The percentage for overheads and profit added to other Defined Cost is	.....%

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11.2(4)	The Price List is in	<b>The document called 'Pricing Data' in Part C2 of this contract.</b>
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11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	<b>R.....</b> <b>excluding VAT</b> <b>[in words]</b> ..... ..... ..... <b>excluding VAT</b>
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11.2(4) The offered total of the Prices for part of  
the *service* in Part 2 of the Price List is  
[Enter the total of the Prices from the Price  
List]:

R.....

**excluding VAT**

**[in words]**

.....

.....

.....

**excluding VAT**

---

**C1.4 Contract Data****ACSA Insurance Schedule****INSURANCE CLAUSES FOR OPEX CONTRACTS*****Summary of Terms and other Matters Applicable to Employer Provided Insurance*****Part 1:**

Notes to Schedule:

- The provision of insurance by the Employer does not limit the obligations, liabilities or responsibilities of the Contractor under this contract in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than Employer, Contractor and works where written in italics) have the meaning assigned to them in the relevant policy of insurance.
  - This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances: If this Insurance Schedule reflects the amount of any cover provided by the Employer to be higher than the amount required in the Contract Data, the Employer's obligation under this Contract is limited to the lower amount; and
  - If this Insurance Schedule provides for any cover which is not stated to be provided by the Employer in the Contract Data, the Employer's obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

**Part 2:****ACSA Maintenance Contracts Insurance Clause.****Insurance Affected by the Employer.**

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

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

- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
  - A.in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
  - B.complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
  - C.negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.  
Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

**Insurance Affected by the Contractor.**

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

- a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.
  - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
    - A.be affected with Insurers and on terms approved by the Employer.
    - B.be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
    - C.submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
  - (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

**Sub-Contractors**

The Contractor shall:

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

## C2 Pricing Data

### C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only, the Unit, Expected quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

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

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

## C2.2 Price List

### Part 1 – Activity schedule

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

Item no.	Activity Description	Frequency	Qty	Amount (per single item)	Total
1	Contract Management and administration (including required reporting such as monthly reports, spares inventory management reports, cell phones, insurance, office overheads etc.).	Monthly	12	R	R
2	Airport personnel access permits, airport vehicle access permits (where applicable) and parking fees	Provisional Sum	1	R 1 500	R 1 500
3	Tools, equipment, and consumables *	Monthly	12	R	R
4	All required travelling and accommodation	Monthly	12	R	R
5	All required labour for preventative maintenance, inspections, and corrective maintenance at <b>Kimberley Airport</b>	Monthly	12	R	R
6	Specialized equipment: The service provider to make provision for the rental of an aerial work platform (scissor lift), should the need arise to repair/replace equipment at inaccessible areas, e.g., streetlights	Per day	10	R	R
7	Submit a Safety File, in accordance with OHS Act of 1993 and the Construction Regulation of 2014. <b><i>Note: Please note that should the service provider currently have an approved Safety File on record with ACSA, no cost provision is required unless the Safety File needs to be updated.</i></b>	Each	1	R	R
8	<b>Sub-Total A: Preventative and Corrective Maintenance</b>				<b>R</b>

\*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).

**Maintenance Activities:**

The service provider will be responsible for preventative maintenance and routine inspections, attending to breakdowns, repairing and/or replacement of components (if required).

The Electrical infrastructure include, but are not limited, to the following:

Equipment	Frequency
Runway and Taxiway lights	Daily
Illuminated signage along Runways and Taxiways	Daily
Control systems for Runway and Taxiway lights	Daily
11 kV switchgear	Daily
Power Factor Correction	Daily
Interior and exterior lighting	Daily
Transformers and minisub stations	Weekly
Back-up generators	Weekly
UPS's	Monthly
Low Voltage building installations	Ad-hoc

**Labour rates <sup>a</sup> and Mark-up**

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

**Labour**

Item	Description	Normal hours (R/hour)	After hours (R/hour)	After hours Sunday/public holiday (R/hour)
1	Electrician	R	R	R
2	Electrician Assistance	R	R	R

<sup>a</sup>All 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.

**Part 2 – After hours callouts**

Item	Description	Quantity	Rate	Total
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1	Call-out fee for <b>Electrician</b> : Includes first hour on site and travelling fee to <b>Kimberley Airport</b>	24 calls		
2	Call-out fee for <b>Electrical Assistant</b> : Includes first hour on site and travelling fee to <b>Kimberley Airport</b>	24 calls		
3	Hourly labour rate for Electrician (Mon - Fri)	24 hours		
4	Hourly labour rate for Electrician (Sat)	24 hours		
5	Hourly labour rate for Electrician (Sun & Public holidays)	24 hours		
6	Hourly labour rate for Electrical Assistant (Mon - Fri)	24 hours		
7	Hourly labour rate for Electrical Assistant (Sat)	24 hours		
8	Hourly labour rate for Electrical Assistant (Sun & Public holidays)	24 hours		
9	<b>Sub-Total B: After hours callouts</b>			<b>R</b>

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

Call out fee shall not be applicable when contractors are onsite.

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

Cost <sup>b</sup>	Mark-up
R 0.00 – R 999.99	%
R 1, 000.00 – R 4, 999.99	%
R 5, 000.00 – R 9, 999.99	%
Greater than R 10, 000.00	%

<sup>b</sup>Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. The third party's quote/invoice shall be presented when submitting quotes for approval.

#### \*Third party Repairs and Spares

Description	Total cost, including mark-up Mark up	
Third party repairs and spares	Provisional Sum	R 100 000.00
<b>Sub-Total C: Third party Repairs and Spares</b>	<b>R 100 000.00</b>	

#### Offered total of the Prices

Below is the guide that must be used in estimating the offered total of the Prices. This amount must be reported as the offered total of the Prices in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to expend the full or

any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

**12 months maintenance expenditure**

<b>Description</b>	<b>Total (excluding VAT)</b>
<b>Sub-Total A: Preventative and Corrective Maintenance</b>	<b>R</b>
<b>Sub-Total B: Labour</b>	<b>R</b>
<b>Sub-Total C: Third party Repairs and Spares</b>	<b>R 100 000.00</b>
<b>Grand Total: 12 months estimated total of the prices</b>	<b>R</b>

## C3: Scope of Work

### C3.1 Service Information

The objective is to maintain the serviceability of the Electrical Infrastructure at Kimberley Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. All works shall conform to the requirements of International Civil Aviation Organization (ICAO) and the OHS Act. The service provider shall provide proof of appointment under the above-mentioned Acts and Regulations, if required.

#### 1. Description of the service

The scope entails sourcing of competent Electrical contractor to perform Maintenance on electrical assets at Kimberley Airport only on the absence of Kimberley Electrician, when he is on leave and off duty. The service provider will be responsible for the following:

- Attending to all preventative and corrective maintenance of Electrical Infrastructure during Airport operating hours.
- Attending to all preventative and corrective maintenance of Electrical Infrastructure after normal Airport operating hours.
- Provision of spares, if not available in the ACSA inventory.
- Provision of aerial work platforms (scissor lift, etc.) when required to perform work in elevated positions.

The service provider will be responsible for preventative maintenance and routine inspections, attending to breakdowns, repairing and/or replacement of components (if required).

**Note:** The Electrician and Electrical Assistant will only come on the days when the Kimberley Airport Electrician is off duty or on annual/sick leave to perform all the daily, weekly and monthly inspections and sign off inspection sheets.

The Electrician and Electrical Assistant should perform all the daily, weekly, and monthly mandatory inspections of the electrical infrastructure. Thereafter, they will be required to be on standby for any breakdowns that might occur

The contractor will be required to provide additional Electrical assistance to assist Kimberley Airport Electrician during his shift, The Airport will advise on which date will the assistant start working with the Kimberley Electrician. The second Electrical Assistant should be available to assist the Electrician with all the daily, weekly and monthly mandatory inspections of the electrical infrastructure. The shift pattern of ACSA Electrician is 3 days in and 3 days off, the artisan works 11 hours during the week when the shift falls during the week and when the shift falls over the weekend, the artisan work from 08H00 till 16H00 on Saturday and 09H00 till 18H00 Sunday.

It could be expected of the Electrician and/or Electrical Assistant to perform ad-hoc building maintenance tasks, e.g., repairing of minor plumbing leaks, replacing door handles, etc.

**Servicing** – performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM) specifications and ACSA's planned maintenance activities routes.

**Repairs** – responding to breakdowns, call-outs and restoring the equipment to a safe working condition. Procurement of spares or replacement parts will be sourced from this contract or directly from the OEM (under a separate contract).

**Replacement** – changing of faulty components or obsolete components with an upgraded part or modification.

### **Extent of the works**

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

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

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing Schedule always – 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 Annexes for the required system performance indicators.

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

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and 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.

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).

## 2. Specifications

### Particular / generic specifications:

All work shall conform to all relevant of the OHS Act, including the Gazetted Standards under these.

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

### Quality plans and control:

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

### Environment:

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

At no time, shall the Contractor:

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

### 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.

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.

### **3. Constraints on how the *Contractor* Provides the Service**

#### **Planning and programming:**

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

Normal airport operational hours for Upington International Airport shall be:

- **Mon - Fri 07:30 – 18:00**

- **Sat 10:30 – 13:30**
- **Sun 10:30 – 18:00**

Normal working Hours shall be **08:00 – 17:00**

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

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

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

#### **Methods and procedures:**

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in 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 on

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

Providing access to 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.

#### **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

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Service Manager on contract commencement.

### **3.2 Use of standard forms**

Monthly PM's

Task Order

Early Warning notifications

Compensation event notification

Risk Register

Risk Reduction Minutes template

## Invoicing and payment

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. System availability (averaged per month)
2. Maintenance work (including % of scheduled maintenance work completed)
3. Maintenance plan for the next month
4. Asset register up to date including equipment data
5. Outstanding maintenance issues

The contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

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The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number: **4930138393**
- The total of
  - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
  - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

### 3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2].

### 3.5 BBBEE and preferencing scheme

The Contractor shall maintain the BBBEE at award for the duration of the Contract.



#### 4. Requirements for the plan

Maintenance plan to be submitted within 14 days of award, for the duration of the Contract.

#### 5. Services and other things provided by the *Employer*

Item	Date by which it will be provided
Site office	

#### 6. Property affected by the *service*

All buildings and Electrical Infrastructure on Landside and Airside

#### ANNEXES to C3 (Service information)

Title	Annex number
Service Level Agreement	Annex A
OHS Act Appointment by Contractor	Annex B
Generic Safety File Requirements	Annex C
Environmental Terms and Conditions	Annex D
Schedule of Tools and Special Equipment	Annex E
Resource proposal	Annex F
Task Order	Annex G

**SERVICE LEVEL AGREEMENT****Operational hours**

Normal airport operational hours shall be as detailed below for 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.

Normal airport operational hours for Kimberley Airport shall be:

- **Mon - Fri 07:00 – 18:00**
- **Sat 09:00 – 16:00**
- **Sun 10:00 – 18:00**

Normal Working Hours shall be **07:00 – 17:00**

**Detailed requirements regarding Staff**

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. Staff must have mechanical/electrical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to Electrical Infrastructure.

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- ☐ Full Names
- ☐ Proof of qualifications and work experience on maintaining similar equipment system.

**Minimum qualifications of staff****Electrician(s):**

- Trade tested Electrician(s), with traceable qualifications.
- Three (3) or more years' post qualification experience relevant to the maintenance of electrical infrastructure, including back-up generators, interior & exterior lighting, MV switchgear and transformers, Uninterruptable Power Supplies (UPS's) and LV building installations
- Proof of medium voltage or ORHVS training
- The ability to sign-off on all maintenance records and verify that the system is safe and fit for use
- Must have troubleshooting skills on electrical infrastructure
- Must be permanently employed by the bidding company
- Must reside in a location where they are able to respond within the SLA times

**Electrical Assistant(s):**

- Must be in permanent employ of the company for the duration of the contract
- Properly trained in category of work that they are required to perform
- Properly trained and familiar with the dangers of working with electricity and moving machinery.

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

<b>Skill</b>	<b>Frequency</b>
Electrician	Planned and Unplanned Maintenance
Electrical Assistant	Planned and Unplanned Maintenance
Technician/Artisan	When required
Technician's Assistance	When required
Field Engineer	When required
OEM Specialist	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	<p>Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response;</p> <ul style="list-style-type: none"> <li>➤ MV switchgear availability shall be kept at or above 95% overall per month</li> <li>➤ Transformers and Minisubs availability shall be kept at or above 95% overall per month</li> <li>➤ Airfield Ground Lighting availability shall be kept at or above 95% overall per month</li> </ul>
Response time	<p>All breakdowns shall be responded to within:</p> <ul style="list-style-type: none"> <li>➤ 1 hour from the time the Contractor is notified of the breakdown during normal working hours</li> <li>➤ 2 hours from the time the Contractor is notified of the breakdown after hours</li> </ul>
Closure Duration	<p>All breakdowns shall be resolved within:</p> <ul style="list-style-type: none"> <li>➤ 4 hours from the time the Contractor arrives on site – during normal working hours</li> <li>➤ 8 hours from the time the Contractor arrives on site – after hours</li> </ul>
% of planned maintenance completed per month	A minimum of 95% of all planned maintenance shall be completed per month
Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise)	<ul style="list-style-type: none"> <li>➤ All breakdowns of Electrical Infrastructure requiring a second level of response shall be resolved within 24 hours (subject to the lead time of required spares) and shall be limited to a total of 3 occurrences per month.</li> </ul>

The way the call outs are dispatched to the contractor shall be discussed with the Service Manager at specific sites as call logging procedures may differ from each site.

## Work Order Management

Description	Benchmark
Preventative Maintenance Work Orders	Work order turnaround time: Target = 14 days
Corrective Maintenance Work Orders	Work order turnaround time: Target = 2 days

## 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 compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance with the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall
5. 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 any electrical control panel.
  - 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 those 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.

Detail on how calls will be dispatched will be discussed on site with the Service Manager as the call dispatch process varies from airport to airport.

Finally, once the problem has been resolved the contractor will advise the Service Manager 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.
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### **Low service damages**

*Low service damages* are limited to a maximum of **25% of the fixed cost /month**.

#### **Service level table**

<b>Low service damage Description</b>	<b>Amount</b>
Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 2 500.00 (Unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
Insufficient staffing levels on site	R 2 000.00 (Unless it was agreed to by the Service Manager or his/her duly authorised representative)
Leaving a breakdown unattended or incomplete for another day or shift	R 2 000.00 (Unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Not meeting call response and closure time SLA.	R 2 000.00 (Unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Availability not meeting requirements	R 2 000.00 per month

### **Continuous Improvement Program and the Computerized Maintenance Management System**

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

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

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

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

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

**OBJECTIVES**

To assist Airport Company South Africa (ACSA) 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 (COLD Act).

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

**The parties to this Agreement are:**

<b>Name of Organization:</b> AIRPORTS COMPANY SOUTH AFRICA SOC Limited
<b>Physical Address:</b> 24 Johnson Road Riverwoods Office Park The Maples Building Bedfordview Johannesburg 2007

Hereinafter referred to as "Client"

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

Hereinafter referred to as "the Mandatary/ Principal Contractor"

## **MANDATORY'S MAIN SCOPE OF WORK**

*To be completed by contractor*

## **GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed 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 utilize the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation as per the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.



## THE UNDERTAKING

The Mandatary undertakes to comply with:

### INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
  - Public Liability Insurance Cover as required by the Subcontract Agreement.
  - Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

### COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

#### **ACCEPTANCE BY MANDATARY**

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

I, ..... (**Identity Number:** .....), a duly authorised

16.2 Appointee acting for and on behalf of ..... undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date .....

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

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**  
**AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**

### GENERIC SAFETY FILE REQUIREMENTS

Make provision for the safety file – activities can only be carried out once the safety file is approved and a work permit is obtained from our local safety department at George Airport.- see list below. The list below is generic and only based on the specific scope of work will the applicable items become a requirement for compliance.

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Sub Contractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications
- Letters of appointment with competencies (where appointment are applicable depending on the task):
  - 1) OHS 16(1) CEO
  - 2) OHS 16(2) Assistant CEO
  - 3) CR 8.1 Construction work Manager
  - 4) CR 8.5 Construction H&S officer
  - 5) CR 8.7 Construction work Supervisor
  - 6) CR 8.8 Assistant Supervisor
  - 7) CR 9.1 Risk Assessor
  - 8) CR 13.1(a) Excavation Supervisor
  - 9) GAR 9 Incident Investigator
  - 10) GSR 9 First Aider
  - 11) CR 24 & EMR 9 Electrical Tool Inspector
  - 12) CR 29(H) Fire Fighting Equipment Supervisor
  - 13) CR 23 Construction Vehicles & Mobile Plant Operator

- 14) GSR 13 Ladder Inspect
- 15) Portable (Hand) Tool inspector
- 16) CR 16.1 /SANS 085 Scaffolding Inspector
- 17) CR 28 (a) Stacking and Storage Supervisor
- 18) HCS Supervisor (HCS Regulations)
- 19) OHS 19 SHE Committee Members
- 20) OHS 17 Health & Safety Reprehensive

Note the safety file requirements is an inherent OHS act requirement for each of the scope of work activities above - and should be priced as part of those activities.

## ANNEX 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
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>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.</li> <li>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.</li> <li>No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>Waste shall be separated as general or hazardous waste.</li> <li>General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>Contractors must keep on file:               <ol style="list-style-type: none"> <li>The name of the contracting waste company</li> <li>Waste disposal site used</li> <li>Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> </ol> </li> </ul>

	<p>5. Copy of waste permit for disposal site</p> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	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.
<b>Training &amp; Awareness</b>	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: .....

## ANNEX 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		

**ANNEX F**

**RESOURCE PROPOSAL**

The Contractor shall include a detailed resource proposal (including an organogram for on-site personnel) at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.



