

GEORGE AIRPORT

TENDER NO.: GRJ

**MAINTENANCE OF HVAC SYSTEMS AND PUMPS FOR A
PERIOD OF 5 YEARS AT GEORGE AIRPORT**

CONTRACT

VOLUME 2

Maintenance of HVAC Systems and Pumps FOR A PERIOD OF 5 YEARS AT GEORGE AIRPORT

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

and _____

Re.No. _____ VAT no _____

Contract Number

GRJ

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C4	Site Information
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C1.1 Form of Offer and Acceptance

Offer

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

MAINTENANCE OF HVAC SYSTEMS AND PUMPS FOR A PERIOD OF 5 YEARS AT
GEORGE AIRPORT

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

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

The offered total of the Prices exclusive of VAT is R
Value Added Tax @ 15% is R
The total offered amount due inclusive of VAT is R

(in words)

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

for the Contractor

Signature Date
Name Capacity

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

Name and
signature
of witness Signature
..

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the contractor’s offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the contractor’s offer shall form an agreement between the employer and the contractor upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3: Service information.
- Part C4: Site information
and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the 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 agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer’s

agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). 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.

for the Employer

Signature Date
...

Name Capacity
..

Name and address of organisation

Airports Company South Africa SOC Limited,
George Airport
Old Mossel Bay Road
George
6530

Name of
witness Signature

Date

Schedule of Deviations

1 Subject

Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....
.....

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

	<u>For the Employer</u>	<u>For the Contractor</u>
Signature		
(s)		
Name (s)		
Capacity		

Name and Address	Airports Company South Africa SOC Limited, George Airport Old Mossel Bay Road George 6530	
	<i>(Insert name and address of organization)</i>	<i>(Insert name and address of organization)</i>
Name & Signature of witness		
Date		

C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

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

General Conditions of Contract

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

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X17 Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	George Airport Old Mossel Bay Road George 6530
	Tel No.	+27 44 876 9310
10.1	The <i>Service Manager</i> (Site 1) is:	Marclen Stallenberg
	Address	George Airport Old Mossel Bay Road George 6530
	Tel No.	+27 44 876 9310
	e-mail	Marclen.stallenberg@airports.co.za
11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i>

11.2(2)	The <i>Affected Property</i> is	George Airport
11.2(13)	The <i>service</i> is	the maintenance of HVAC systems and pumps, as more fully set out in section C3 <i>Service Information</i>.
11.2(14)	The following matters will be included in the Risk Register	working on heights working on moving machinery handling and working with hazardous chemicals handling of refrigerants
11.2(15)	The <i>Service Information</i> is in	the section titled <i>Service Information</i> included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	5 calendar days from Contract Date
2	The Contractor's main responsibilities	detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Date of Contract Signing by both parties
30.2	The <i>Service Period</i> is	60 months from the <i>starting date</i>
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	on the 15th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days after receipt of a valid tax invoice
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.

6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Title	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and (ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the <i>contract</i> (“the Insurance Schedule”).
83.1	The <i>Contractor</i> provides these additional insurances	The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the <i>contract</i> .
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.
9	Termination	there is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
A	Priced contract with price list	refer to section C2.1 and C2.2.
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

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

W1.2(3) The *Adjudicator nominating body* is: **The current Chairman of Johannesburg Advocate's Bar Council**

W1.4(2) The *tribunal* is: **Arbitration**

W1.4(5) The *arbitration procedure* is **The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)**

The place where arbitration is to be held is **Johannesburg, South Africa.**

The person or organization who will choose an arbitrator **The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.**

Option A The Contractor prepares forecasts of the final total of the Prices for the whole of the <i>Services</i> at intervals no longer than 4 weeks.		
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
X17	Low service damages	refer to <i>service level table</i> in C3
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 incurred and/or damages suffered to the Employer's Property
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 incurred and/or damages suffered to the Employer's Property
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:	The Total costs incurred and/or damages suffered to the Employer's Property
X19	Task Order	Task Order shall be issued in line with the Employers Supply Chain Management Policies and governing regulations.

Z(A): The Additional conditions of contract are: Z1-Z19

	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, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
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”.
Z5.2	Add a new 91.8. Early Termination – Replacement, Upgrade or Decommissioning of HVAC Systems and Pumps
Z5.2.1	Notwithstanding any other provision of the Contract, the Employer may terminate the Contractor’s obligation to Provide the Service, in whole or in part, before expiry of the Service Period where the Employer determines that, as a result of the replacement, upgrade, retirement or decommissioning of the HVAC systems and pumps, or any material component thereof, the Service or affected part of the Service is no longer required.
Z5.2.2	The Employer shall give the Contractor not less than 30 (thirty) days’ written notice of termination in terms of this clause, specifying the Service, equipment or component affected and the effective date of termination.
Z5.2.3	On termination in terms of this clause, the Contractor shall be entitled to payment of:
Z5.2.3.1	amounts properly due and payable for the Services provided up to the effective date of termination; and
Z5.2.3.2	reasonable, unavoidable and properly substantiated costs incurred by the Contractor before receipt of the notice of termination in respect of Plant, Materials or Equipment procured specifically for the performance of the Services under the Contract and which cannot reasonably be cancelled, returned, re-used, resold or otherwise mitigated, provided that the Contractor takes reasonable steps to mitigate such costs.

Z5.2.4	Termination in terms of this clause arises from the Employer's operational requirements and does not constitute termination arising from any breach, default, negligence or poor performance by the Contractor.
Z5.2.5	The Contractor shall not be entitled to recover any loss of profit, loss of anticipated revenue, loss of opportunity or indirect or consequential loss arising solely from termination in terms of this clause.
Z5.2.6	Where the Employer terminates only part of the Service in terms of this clause, the Prices and the Contractor's obligations shall be adjusted to reflect the Service remaining following the effective date of termination.
Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
Additional Z Clauses	
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .

Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <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 *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 ***Liens and Encumbrances***

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

Z14	Intellectual Property
Z14.1	Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <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.
Z15	Dispute resolution:
Z15.1	Appointment of the Adjudicator

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

Panel of Adjudicators

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

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

- Z16.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z17 BBBEE and Tax Clearance Certificates

- Z17.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z18	Communication
Z18.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more
Z18.2	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.
Z19	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:
Z19.1	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.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No Email Address:	
	Represented by: Title: Address: Telephone: Email Address:	
	The <i>direct fee percentage</i> is:	100%
	The <i>subcontracted fee percentage</i> is:	0%
11.2	The <i>working areas</i> are	refer to C3 'Service Information'
24.1	The <i>Contractor's key persons</i> are:	CV's to be appended to resource proposal
1.	Name: Responsibility: Qualifications: Experience:	
2.	Name: Responsibility: Qualifications:	

	Experience:
3	Name: Responsibility: Qualifications: Experience:
11.2	The plan identified in the In Section C3, the Service Information Contract Data is
Option A	The <i>price list</i> is In Section C2.2 of the Pricing Data of this contract
Option A	The tendered total of the Prices is (in words)

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: ACSA INSURANCE CLAUSES

Insurance Schedule

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

- 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.

C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer'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.

12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. 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 Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.

C2.2 Price List

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

Pricing Schedule

Part 1: Preventative Maintenance

No.	Item	QTY (Hours per month)	Rate	Unit Price per month	QTY per annum	Total Yearly Price
Human Resources / Key Personnel						
N0.	Resource	Hours Per Month of Resource	Resource rate Per Hour	Unit Price per month		Total Yearly Price (monthly rate x 12)
1	Trades Man	173			12	
2	Trades Mans Aid	173			12	
3	Vehicle Provision	Monthly			12	
4	Monthly Office Space Rental	Monthly			12	
5	Provisional Amount for Permits and Access	Yearly		R20 000	1	R20 000
6	Insurance Cost	Yearly			1	
Sub-Total A (Human Resources/Key Personnel)						
Specialized Maintenance and Testing and Spares						
7	OEM parameter testing for central unit (winter and summer settings)	Bi-Annually	2			
8	Draining, disposal and refilling of the oil on chiller	Bi-Annually	2			

No.	Item	QTY (Hours per month)	Rate	Unit Price per month	QTY per annum	Total Yearly Price
9	Fire system interface testing for HVAC and smoke extraction fans	Bi-Annually	2			
10	Provisional sum (Spares and ad hoc)	Yearly	1	R200 000		R200 000
Sub-Total B Specialized Maintenance and Testing						

Notes

1. Contractor will be required to have the following in place (ACSA will not cover payment for these): Administration costs; Telephone cost for site team; stationery, PPE etc.
2. Pricing includes training for upkeep of valid certifications; OHS Requirement for safety file validity.
3. Work tasks include Daily Inspections, Callouts, Weekly inspections, Monthly checks.

Callout Labour Rates

Any works outside the scope of the contract will be charged at the labour rates below:

Description	Rate	Qty/year	Total/ year
Call-out fee: Includes first hour on site and travelling fee (George Airport)	R	12	R
Technician after hours (normal hours rate)	R	96 hrs	R
Technician after hours (after hours rate)	R	48hrs	R
Technician assistant (normal hours rate)	R	96hrs	R
Technician assistant (after hours rate)	R	48 hrs	R
Callout Labour Sub-Total C (per year)		R	

NB: Current rates for year 1 of the contract will be escalated by CPI annually on the anniversary of the contract.

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.

The above budget allocation for personnel permits is limited to a maximum of two (2) personnel per annum. Any additional personnel requiring permits beyond this allocation will be at the contractor's cost and ACSA will not be liable for such expenses.

Safety file cost to include medical examinations as a once-off cost.

Preliminaries and generals will be paid at proven cost.

Contract Price and Price Adjustment for Inflation

The rates applicable to this contract will be listed as in the Bid submission returnable and as per the Activity Schedule. The total contract price shall be adjusted on each anniversary date to compensate for increases in the cost of labour. The labour content of the contract price, as declared in the Bid Price summary, shall be adjusted based on the increase or decrease in CPI.

Mark-up (3rd Party Procured Items/Services)

Spares and sub-contracted work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted. Percentage added shall include profit, overheads, financing, contract insurance, guarantee costs, supervision, and contract management. Total mark-up will be considered per task request.

ACSA retains the right to procure parts of equal quality and standard if such goods or services can be procured at a lower cost, and to supply same to the Contractor for fitment or use. This will apply to any works, including emergency works, as per the ACSA process.

Value of Items or Services	Mark-up percentage
R0 – R5 000	10%
R5 001 – R30 000	7%
R30 001 – R100 000	5%
Over R100 000	3%

NB: Spares and sub-contracted work will be charged at a market-related cost, plus mark-up. The mark-up percentage will be closely monitored before releasing payment.

Contract value

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

HVAC Systems and Pumps - twelve-months maintenance expenditure

Description	Total (excluding VAT)
Preventative maintenance Sub-Total A	R

Special maintenance/Inspection/test Sub-Total B	R
Callout Labour Sub-Total C (per year)	R
12-months estimated contract value (Sub –Total D)	R

Expenditure over 5-year contract including CPI yearly price adjustments (As per Statistic SA)

Description	Total (excluding VAT)
Sub-total D: year 1	R
Sub-total E: year 2 (year 1 plus CPI escalation*)	R
Sub-total F: year 3 (year 2 plus CPI escalation*)	R
Sub-total G: year 4 (year 3 plus CPI escalation*)	R
Sub-total H: year 5 (year 4 plus CPI escalation*)	R
Enablement (establishment and disestablishment proven cost)	R100 000
*5-years estimated contract value Sub-Total I	R

***this amount to be carried over to Form of Offer and Acceptance.**

Contract values will be increased/decreased according to the current indices stipulated in Statistic SA – Consumer Price Indices- all income groups. **5% escalation should be used for illustrative purposes.**

C3 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the HVAC System and Submersible Pumps at George Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The scope entails maintenance of HVAC Systems and Pumps at George Airport. In brief, maintenance involves servicing, repairs, replacement and system performance test. The HVAC Systems and Pumps infrastructure comprises of:

- Pumps (motors, valves, pumps, control panel, level monitoring, pump house, sumps for submersible pumps, etc).
- Air Conditioning (Chiller plant and piping network, cooling tower, pumps, split units, ventilation system, extractor fans, air handling units including dust and diffusers, 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.

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

System Performance Test – Testing the system's performance as per the original equipment manufacture's (OEM) specifications including interface` with fire systems, etc.

Pumps

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) of the pumps infrastructure; comprising of but not limited to: pump, motor, piping, valves, expansion dampers, control panels, submersed sewer pumps, sewer macerator, submerged storm water pumps, level monitoring, pump house, etc.

HVAC System

The supplier will be responsible for servicing, repairing, conducting system performance test, statutory tests and replacement of components (where required) for the HVAC systems; comprising of but not limited to: chiller plant including chilled water reticulation, ducting network including diffusers, air handling units, split units, controller, etc.

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).

Location of the works

The Works are located at George Airport

PROCUREMENT

Skills Development& Learning (SD&L) requirements

SD&L has a mandate to achieve maximum and sustainable local development impact through leveraging ACSA's procurement spend in a manner that allows flexibility within the business in order to contribute towards addressing the socio-economic ills like unemployment, poverty and economic growth, through government local development initiatives and policies.

Tenderers who complete and submit the undertaking as required, but who do not meet ACSA's targets, will not be disqualified. SD&L undertakings do not form part of scoring, but commitments will form part of contractual obligations

Skills Development

Note: Qualifying candidates shall be currently unemployed graduates from university, Technical and Vocational Education and Training (TVET) Colleges and/or Matriculants. The skills development candidates shall be representative of the population demographics of South Africa and be sourced from within the vicinity of the Airport

Skills Development Tenderers are required to propose against the following training initiatives:

Skills category	ACSA Target	Entry	Output	Tenderers proposal
Unskilled	1	N3/Grade 12 / Equivalent	On-job training	

B-BBEE Requirements

The Contractor will comply with the B-BBEE requirement that will be agreed upon. ACSA, as a State-Owned Company (SOC) is expected to do business with B-BBEE compliant Contractors. Ideally ACSA prefers to conduct its business with Contractors/Suppliers that are between level 1-4 contributors to B-BBEE.

Local Procurement Content" refers to value added in South Africa by South African resources. Where a single contract involves a combination of local and imported goods and/or services, the tender response must be separated into its components as per the Price Schedule included with the tender documents. Local procurement content is total spend minus the imported component.

During the duration of this Contract, the Contractor should ensure that it recruits its General Workers and Semi-Skilled Workers within the vicinity of the Airport in accordance with the Airport's Recruitment Procedure/Stakeholder Management Forum.

Preferential procurement procedures

Requirements

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

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

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

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

Subcontracting

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

MANAGEMENT

Management of the works

Particular / generic specifications

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

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

Planning and programming

Contractor is required to provide on-site resources (Technician & Technician Assistant) for the Contract duration, during a 5-day work week which includes Public Holidays. All work outside of the work week hours will be treated as callouts. For all intrusive maintenance the normal working hours can be scheduled for after Airport Operation hours, to minimize impact to passenger convenience.

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

Normal airport operational hours shall be:

Mon- Sun 06H00 – 21H00;

Normal working Hours shall be 08H00-17H00 (5-day work week)

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.

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

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

Format of communications

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

Key personnel

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

Management meetings

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

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

Electronic payments

The Contractor should arrange with ACSA's finance department for making all payments electronically.

Daily records

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

Monthly reports

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

1. system availability (averaged per week)
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.

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.

Insurance provided by the employer

Refer to General Conditions of Contract

Health and safety

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor an amount of 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.

ANNEXES to C3 (Service information)

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

ANNEX A

SCHEDULE OF EQUIPMENT

Split Unit/Packaged Unit/VRV					
Item	Capacity (BTU/kW)	Make/Model	Manufacturer	Location	QTY
1	Cooling:12000Btu/h	LSNH1264DMD	LG	1st floor - office R0002 - ACS	1
	Heat:13200Btu/h				
2	Cooling:12000Btu/h	LSNH1264DMD	LG	1st floor-office R0003 - Sors	1
	Heat:13200Btu/h				
3	Cooling: 9000Btu/h	TAC-09CHS/E	TCL	1st floor-office - R0004	1
	Heat: 95000Btu/h				
4	Cooling:24000Btu/h	TAC-24CHS/E	TCL	1st floor Eagles nets boardroom-R0012	1
	Heat: 24500Btu/h				
5	Cool: 5490W	INAA-18	Alliance	1st floor HO's office-R0006	1
	Heat: 5790W				
6	Cooling:6,7kW	QTF024713	Carrier	1st floor Admin Server room A/C1-R0033	1
	Heat: 6,7kW				
7	Cooling:6,7kW	QTF024713	Carrier	1st floor Admin Server room A/C2-R0033	1
	Heat: 6,7kW				
8	Cooling:6,7kW	QTF024713	Carrier	1st floor Admin Server room A/C3-R0032	1
	Heat: 6,7kW				
9	Cool:18000Btu/h	CSUZ-18CCA	Alliance	1st floor Admin office-R0019	1
	Heat: 19500				
10	Cool:9000Btu/h	42QTF009713GE	carrier	1st floor IAM manager's office-R0026	1
	Heat: 3600Btu/h				
11	Cool:39000Btu/h	CSU2-3CA	Alliance	1st floor ECC board room-R0020	2
	Heat:				
12	Cool:12000Btu/h	TAC-12CHS/E	TCL	1st floor -office R0017	1
	Heat:12800Btu/h				
13	Cool:3200W	AUS-12H53F13OL2	Platonic	1st floor -office R0015	2
	Heat:3700W				

14	Cool:9000Btu/h	N/A	Carrier	1st floor-office R0025	1
	Heat:				
15	Cool:2.7 KW	42QTF009713GE	Carrier	1st floor finance office-R0027	1
	Heat:2.9 KW				
16	Cool:3,5kW	MCSH12ZKG	Air Cool	1st floor permit office-R0028	1
	Heat:3,8kW				
17	Cooling:12000Btu/h	N/A	Samsung	1st floor permit office-R0029	1
	Heat:				
18	Cool: 18000Btu/h	AUS-18HR	Platonic	1st floor security manager's office-R0030	1
	Heat: 18000Btu/h				
19	Cool: 3500kW	SH12ZHHD	Samsung	1st floor security manager's office-R0030	1
	Heat: 3800kW				
20	Cool: 12000Btu/h	N/A	TCL	1st floor Airside manager's office-R0024	1
	Heat: 3400w				
21	Cool: 60000Btu/h	MAC-60CA	Alliance	Wimpy board room	1
	Heat: 60000Btu/h				
22	Cool: 7330W	INAA24	Alliance	APM-office-R	1
	Heat: 7990W				
23	Cool:12000Btu/h	AUS-12HR	Platonic	Ground floor camera room	1
	Heat: 14000Btu/h				
24	Cool:12000Btu/h	AUS-12HR	Platonic	Ground floor First aid room- R0040	1
	Heat: 14000Btu/h				
25	Cool:12000Btu/h	LS-R126AAL	LG	Bosasa admin office-00038	1
	Heat:NA				
26	Cool:48000Btu/h	CSU-48HD	Platonic,	Terminal substation MV site	1
	Heat: 52000Btu/h				
27	Cool:19000Btu/h	AR18FPSSWKN	Samsung	Terminal substation LV site	1
	Heat:17500Btu/h				
28	Cool: 61W	FAQ100CVEB	Daikin	New server room	1
	Heat: 61W				
29	Cool:9000Btu/h	FTXB35C2V	Daikin	New UPS room	1
	Heat:				
30	Cool:9000Btu/h	TAC-09CHS/E	TCL	Arrivals server room	1

	Heat: 9500Btu/h				
31	Cool:12000Btu/h	TAC-12CHS/E	TCL	Apron's office	1
	Heat:9000Btu/h				
32	Cool: 9500Btu/h	CSA-09HR	Comfee	Parking office	1
	Heat:				
33	Cool: 9000Btu/h	AUS-09HR	Platonic	Maintenance office-R0071	1
	Heat: 95000Btu/h				
34	Cool:9000Btu/h	AUS-09HR	Platonic	Maintenance office-R0072	1
	Heat: 95000Btu/h				
35	Cool: Window unit	N/A	Delchi	Maintenance Kitchen – R0073	1
	Heat:				
36	Cool:30000Btu/h	AUS-30HR	Platonic	Airside Departure Baggage Hall	1
	Heat:30000Btu/h				
37	Cool:52000Btu/h	MOH55N35BDF	York	Airside Elec Complex MV/LV room	1
	Heat:15.5KW				
38	Cool: Window unit	CDJ15	York	Airside Elec Complex electricians' office R0066	1
	Heat:				
39	Cool: 12000Btu/h	TAC-12CHS/E	TCL	Airside fire station Control tower-R0063	1
	Heat: 128Btu/h				
40	Cool: 18000Btu/h	AS-18HR4FM2F	Totaline	Airside fire station Ockie office-R00001	1
	Heat: 18500Btu/h				
41	Cool: 2.64KW	42QCE009F009708	Carrier	Airside fire station General office-R0059	1
	Heat: 3KW				
42	Cool:2.64KW	42QCE009F009708	Carrier	Airside fire station Neo office-R0060	1
	Heat:3KW				
43	Cool: 18000Btu/h	N/A	Daikin	Airside fire station Boardroom-R0057	1
	Heat:				
44	Cool: 18000Btu/h	AS-18HR4FM2F	Totaline	Airside fire Chief's office	1
	Heat: 18500Btu/h				
45	Cool: 1650W	INAA09	Alliance	Bird and life	1
	Heat:				
46	Cool: 4690W	INAA09	Alliance	Sita office	1
	Heat: 3960W				
47	Cool: 9000Btu/h	CSA-09HR	Comfee	Guard room-R0047	1

	Heat: 95000Btu/h				
48	Cool: 1788W	ECC18	Ecoaire	Elec Complex Tradesman Aids office	1
	Heat: 1552W				
49	Cool: 1788W	ECC18	Ecoaire	Electrical - New Store room	1
	Heat: 1552W				
51	Cool:12000Btu/h		Aux	ILS Container - Localiser 11- 000160	1
	Heat:				
52	Cool:12000Btu/h		Logic	ILS Container - Localiser 29 - 000029	1
	Heat:				
53	Cool:12000Btu/h		Logic	ILS Container - Glide Path 11 - 000151	1
	Heat:				
54	Cool:12000Btu/h		Aux	ILS Container - Glidepath 29 - 000161	1
	Heat:				
55	Cool:55000BTU/h	TCC-60HRSA	TCL	Departure Area	1
	Heat:				
56	Cool:2610W	FOUS09	Alliance	Isolation Room	1
	Heat:				

Chiller

Item	Capacity (BTU/kW)	Make/Model	Manufacturer	Location
1	373kW	YCAS0373SC	York	Plantroom

Air Handling Units

Item	Capacity (l/s)	unique Number	Manufacturer	Location
1	5,9	AHU1	Air Options	Plantroom 2
2	3,8	AHU2	Air Options	Plantroom 1
3	4	AHU3	Air Options	Plantroom 1
4	5,8	AHU4	Air Options	Plantroom 2

Diffusers

AHU Supply	QYT	Type	Size	Location
AHU No.1	18	Radial & CCD	400,200&150Ø	Terminal Building -

				Concourse + Lineshop Area
AHU No.2	20	CCD	300,200&150Ø	Terminal Building – Check-In Area
AHU No.3	27	CCD	300,200&150Ø	Terminal Building – Departures Area
AHU No.4	15	Radial	400Ø	Terminal Building – Arrivals Area

Smoke Extraction Fans

Fan Code	System	Type	Motor Power	Location
APS1254CA6/21	System 1	In-Line Axial Smoke Spill Fan	15.00 kW	Terminal Building – Main Concourse
APS1004BA7/25	System 2	In-Line Axial Smoke Spill Fan	5.50 kW	Terminal Building – Arrivals Hall

Extraction Fans

Item	Capacity (l/s)	unique Number	Manufacturer	Location
1	580	Fan 1 – Ground Floor	Air Options	Ablutions
2	220	Fan 2 – 1 st Floor	Air Options	Ablutions
3		Fan 2	Axial	Car Rental
4	80 - 460	In-line Duct fans (x7)	Air Options	Ablutions
5		Fan 1	Honeywell	MV Sub Electrical Complex
6		Fan 1	Honeywell	Genset Room Electrical Complex
7		Fan 1	Honeywell	MV Sub terminal Building
8		Fan 1	Honeywell	Transformer Room Electrical Complex

		Fan 1	Air Option	New Clinic Ablution Area
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Internal Extraction Points

Location	Internal Vent Quantity	Ceiling Fan Quantity	Wall Mount Fan Quantity
Main Gate Ablution x2		2	
Apron Ablution	1		
Fire Station Ground Floor Ablution	5		1
Departure Ground Floor Ablution x2	4	2	
First floor Departure Ablution x2	2		
Ablution Next to Information x3	6		
Arrivals Ablution x3	10		
Wimpy Ablutions x2	9		
New Clinic Ablutions	10		

Portable Air Conditioner

Items	Capacity (BTU/Kw)	Make/Model	Manufacturer	Location	QTY
1	Cool:12000Btu/h	Elegance	ELPA-12C	Maintenance Building	15

Pumps

Item	Capacity (kw)	unique Number	Manufacturer	Location
1	13	Pump 1	Robot	Sewerage Pump Station
2	13	Pump 2	Robot	Sewerage Pump Station
3	0.25	Portable Pump 1 (Submersible)	STREAM	Elec Store
4	1.02	Portable Pump 2	FORAS	Elec Store
5	1.5	Portable Pump 3		Elec Store
6	15	Chilled water Pump 1	WEG	Plant room
7	15	Chilled water Pump 2	WEG	Plant room

Floor Standing Units

Items	Capacity (BTU/Kw)	Make/Model	Manufacturer	Location	QTY
1	Cool:60000Btu/h	To be Confirmed	To be Confirmed	Terminal Building	2
2	Cool:96000Btu/h	To be Confirmed	To be Confirmed	Terminal Building	4

Roof top Package Units

Items	Capacity (BTU/Kw)	Make/Model	Manufacturer	Location	QTY
1	97 KW	To be Confirmed	To be Confirmed	Terminal Building/ Plant Room	2

Note: Physical verification and quantifying to be done during site inspection

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 shall be

Mon-Sun 06H00 – 21H00;

Normal Working Hours shall be 07H00 – 17H00

Minimum Staffing Schedule

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 related to the scope of work. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to HVAC systems and pumps.

Detail requirements regarding staff

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

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

TECHNICIAN / ARTISAN

Minimum Requirements

- Trade Test Certificate as:
 - Refrigeration Mechanic, or
 - Air Conditioning & Refrigeration Mechanic, or
 - Relevant Mechanical/Electrical Artisan qualification.

- Registered as an **Authorised Refrigeration Practitioner** with **SAQCC Gas** through **SARACCA**
- Knowledge of:
 - OHS Act 85 of 1993
 - Pressure Equipment Regulations
 - Applicable SANS standards relating to HVAC and refrigeration systems.

TECHNICIAN'S ASSISTANT

- Grade 10 to Grade 12.
- Basic HVAC/Refrigeration training or apprenticeship.
- Medically fit for site work.
- Relevant safety training:
 - Working at Heights (if required)
 - Basic First Aid (preferred)
 - Hazard Identification and Risk Assessment awareness.

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

Skill	Quantity	Frequency
Field Engineer	1	When required
Technician/Artisan	1	Planned and Unplanned Maintenance
Technician's Assistant	1	Planned and Unplanned Maintenance

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;

	➤ HVAC systems availability shall be kept at or above 99.5% overall per month. ➤ Pumps systems availability shall be kept at or above 99.5% overall per month.
Response time	90% of breakdowns shall be responded to within: ➤ 1 hour from the time the Contractor is notified of the breakdown - during airport normal operational hours ➤ 45 min (sewer pumps only) from the time the Contractor is notified of the breakdown - during airport normal operational hours ➤ 2 hours from the time Contractor is notified of the breakdown – after airport operational hours
Closure Duration	90% of breakdowns shall be resolved within: ➤ 2 hours from the time the Contractor arrives on site – during airport normal operational hours ➤ 4 hours from the time the Contractor arrives on site - after airport operational hours
% of planned maintenance completed per month	100% 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)	➤ All breakdowns 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.

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 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 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 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.

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.

*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.

Low service damages

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

Service level table

<i>Low service damage Description</i>	<i>Amount</i>
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)
Leaving a breakdown unattended or incomplete for another day or shift 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

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.

MAINTENANCE RECORD SHEETS

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

These record sheets must be stored for the duration of the contract and should be available for inspection at any time.

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.**

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 (COID Act).

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

The parties to this Agreement are:

Name of Organization:

AIRPORTS COMPANY SOUTH AFRICA SOC Limited

Physical Address:

George Airport
Old Mossel Bay Road
George
6530

Hereinafter referred to as “Client”

Name of organisation:

Physical Address:

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.

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT

DATE

AIRPORT COMPANY SOUTH AFRICA

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	• 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	• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	• All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	• Waste shall be separated as general or hazardous waste.

	• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to 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:

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		

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.

SUGGESTED MAINTENANCE PROGRAMME

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

Contractor is to ensure that the proposed maintenance programme agrees with the OEM maintenance recommendations.

As a minimum and where applicable, the Contractor must perform the following:

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 to the OEM requirements.

Maintenance Schedule for HVAC System

Split Unit	
Item	Monthly Maintenance Tasks
1	THE FOLLOWING TASKS MUST BE PERFORMED ON THE INDOOR UNIT
2	a) Check and clean filters
3	b) Check that the evaporator fins are clear of dirt and comb fins if necessary
4	c) Check heating operation
5	d) Check cooling operation
6	e) Inspect fan motor and blades
7	f) Inspect circuit board
8	g) Check that the expansion valves are operating correctly repair or replace if necessary
9	i) Check condensate lift pumps and check that drain is clear from foreign particles
10	j) Test refrigerant system for leaks using an electronic leak detector
11	k) Check that there is water in the condensate traps, fill u-trap with water where necessary
12	l) Check that condensate freely flows to the main drain
13	m) Record supply and return temperatures
14	n) Check thermostat operation
15	THE FOLLOWING TASKS MUST BE PERFORMED ON THE OUTDOOR CONDENSER UNITS
16	a) Check operating conditions, (ie discharge/suction pressures,
17	b) Check all electrical connections are secure
18	c) Test refrigerant system for leaks using an electronic leak detector
19	d) Remove the fan guard, confirm that the fan is correctly aligned, secure on the motor shaft and free to rotate and operating
20	e) Check the securing bolts on
21	f) Check the securing bolts on fan motor compressor and tighten if necessary

22	g) Inspect the refrigerant controls
23	h) Inspect all refrigerant devices
24	i) Inspect all electrical devices (ie transformer relays, contactor etc
25	j) Examine the condenser coil condition and comb fins if necessary
26	k) Inspect refrigerant piping insulation
27	m) Inspect condensate pump
28	THE FOLLOWING TASKS MUST BE PERFORMED ON THE CONTROLLERS
29	a) Check correct operation on LCD screen
30	b) Check the display for correct temperature settings
31	c) Check the time clock is correctly set and that program start and stop times are set held controllers
32	d) Check presence and numbers of hand held controllers
33	THE FOLLOWING TASKS MUST BE PERFORMED ON THE SYSTEM REFRIGERANT
34	a) Determine type and quantity of refrigerant in the system
35	b) Record any leakage, recovery or recycled refrigerant
36	Check physical of plant rooms and report on any unauthorized use of plant areas
37	Report in writing to Employer/Engineer any items which require urgent attention or repair /replacement at the service
38	Submit a written report to the Employer/Engineer on any items which could adversely affect the operation of the plant or any equipment which is in need of attention beyond the scope of the contract
Item	Three-Monthly Maintenance Tasks
1	Perform All Monthly activities
2	Clean indoor condenser unit
3	Clean outdoor condenser unit
4	Report to the Employer/Engineer any corrosion painting or other treatment which is required to the equipment beyond the scope of the contract
5	Replace Batteries if needed

Console Unit	
Item	Monthly Maintenance Task
1	THE FOLLOWING TASKS MUST BE PERFORMED ON THE INDOOR UNIT
2	Check and clean filters
3	Check that the evaporator fins are clear of dirt and comb fins if necessary
4	Check heating operation
5	Check cooling operation
6	Inspect fan motor and blades
7	Inspect circuit board
8	Check that the expansion valves are operating correctly, repair or replace if necessary
9	Check condensate lift pumps and check that drain is clear from foreign particles
10	Test refrigerant system for leaks using an electronic leak detector
11	Check that there is water in the condensate traps, fill u-trap with water where necessary

12	Check that condensate freely flows to the main drain
13	Record supply and return temperatures
14	Check thermostat operation
15	THE FOLLOWING TASKS MUST BE PERFORMED ON THE OUTDOOR CONDENSER UNITS
16	Check operating conditions, (ie discharge/suction pressures,
17	Check all electrical connections are secure
18	Test refrigerant system for leaks using an electronic leak detector
19	Remove the fan guard, confirm that the fan is correctly aligned, secure on the motor shaft is free to rotate and operate
20	Check the securing bolts on fan motor compressor and tighten if necessary
21	Inspect the refrigerant controls
22	Inspect all refrigerant devices
23	Inspect all electrical devices (ie transformer relays, contactor etc
24	Examine the condenser coil condition and comb fins if necessary
25	Inspect refrigerant piping insulation
26	Inspect condensate pump
27	THE FOLLOWING TASKS MUST BE PERFORMED ON THE CONTROLERS
28	Check correct operation on LCD screen
29	Check the display for correct temperature settings
30	Check the time clock is correctly set and that program start and stop times are set held controllers
31	Check presence and numbers of hand held controllers
32	THE FOLLOWING TASKS MUST BE PERFORMED ON THE CONTROLERS SYSTEM REFRIGERANT
33	Determine type and quantity of refrigerant in the system
34	Record any leakage, recovery or recycled refrigerant

Air Handling Unit	
Item	Monthly Maintenance Tasks
1	Check for condensate carry-over and that drains are clear
2	Vent air from cooling coils
3	Check drive belt tension, alignment and condition
4	Ensure all drive belt guards are properly fitted
5	THE FOLLOWING TASKS MUST BE PERFORMED ON THE AIR HANDLING FILTERS
6	Ensure that any damaged seals or fasteners are replaced
7	Inspect Reusable (Washable) Filter elements condition
8	Clean and replace Reusable (Washable) Filter elements as per manufacturer's recommendations
9	Clean and examine Pressure gauges and thermometers
10	Test Pressure gauges and thermometers against known standard, re-calibrate as necessary
11	Examine general manometer condition
12	Examine fluid in manometers Replace as necessary

13	Test manometer against known standard, re-calibrate as necessary
14	THE FOLLOWING TASKS MUST BE PERFORMED ON THE AXIAL AND PROPELLER FANS
15	Inspect/replace/clean all air filters and clean of loose dirt
16	Check noise and vibration
17	Inspect and lubricate bearings as necessary This does not apply to pre-packed bearings
18	Check bearings for end play and wear Do not over pack with grease
19	Clean around grease nipple
20	Clean and inspect housing for looseness and corrosion
21	Inspect impeller for tightness
22	Check impeller fan rotation
23	Clean impellers and ensure no buildup of dirt
24	Check impeller mounting and check fan blade wear (where accessible)
25	Check Sheaves and bearing collar tightness
26	Check and tighten mounting bolts as necessary
27	Check Anti-vibration mountings effectiveness
28	THE FOLLOWING TASKS MUST BE PERFORMED ON THE CENTRIFUGAL AND INLINE DUCT FANS
29	Record operating parameters
30	Inspect and lubricate bearings as necessary This does not apply to pre-packed bearings
31	Check bearings for noise
32	Check bearing temperature
33	Check bearing bolt
34	Check Ducting (Inline Fan) access panel security
35	Clean air inlet/discharge screen
36	Check balance and flexible mounting
37	THE FOLLOWING TASKS MUST BE PERFORMED ON THE DUCT WORK
38	Check damper position and ease of movement and security of locking devices
39	Clean dampers and touch up
40	Record damper operation parameters
41	Check damper motor for correct operation
42	Ensure that damper opens and closes to desired positions
43	Ensure damper blades on shaft are secure and are correctly aligned
44	Check damper overload settings
45	Check dampers for wear and lubricate if appropriate
46	Check Ducting balance and flexible mounting
47	THE FOLLOWING TASKS MUST BE PERFORMED ON THE ENERGY CONTROLS SYSTEMS MAINTENANCE
48	Examine valves for leaks and corrosion, clean and repack as necessary
49	Clean, adjust and lubricate as necessary all mechanical devices
50	Observe valve stroke, adjust as necessary to ensure tight shut-off
51	THE FOLLOWING TASKS MUST BE PERFORMED ON THE FRONT END PC'S AND PRINTERS

52	Examine terminal connections
53	Examine condition of wiring
54	Check actuator mounting
55	Check responses of actuators and primary elements
56	Check effective operation
57	Clean and Examine 'front end' PCs
58	Clean and Examine Visual Display Screens
59	Test disc drives
60	Clean and examine keyboard and mouse
61	Clean and Test printers
62	Test communication
Item	Three-Monthly Maintenance Task
1	THE FOLLOWING TASKS MUST BE PERFORMED ON THE CENTRIFUGAL AND INLINE DUCT FANS
2	Check drives and belts safety guards and ensure they are properly filled
3	Check belt tension
4	Check and clean fan wheels
5	Inspect fan wheels for tightness
6	Check fan rotation
7	Clean impeller and ensure no buildup of dirt
8	Check impeller vibrations
9	Check for wear on fan blades
10	THE FOLLOWING TASKS MUST BE PERFORMED ON THE DUCT WORK
11	Examine Diffusers fixings, tighten as necessary
12	Cleaning Diffusers of general office diffusers
13	Cleaning Diffusers of office area diffusers
14	Cleaning Diffusers of all back-up area diffusers
15	Examine, check and clean External grilles
16	Examine External grille fixings, tighten as necessary
17	Examine, check and clean Louvers Examine fixings, tighten as necessary
18	Examine Louver fixings, tighten as necessary
19	Clean and check Insect screens for any damage Replace if holed
20	THE FOLLOWING TASKS MUST BE PERFORMED ON THE ENERGY CONTROLS SYSTEMS MAINTENANCE
21	a) Clean interior and exterior of control panels
22	b) Check access door seal and fittings
23	c) Check interlocks and interaction with other control systems
24	b) Check equipment amperages
25	Examine Sensing Devices condition
26	Comment upon Sensing Devices location and suitability of the sensor in respect of its intended function
27	Examine Sensing Device fixings
28	Examine Sensing Device pockets, enclosures, etc
29	Examine Sensing Device terminal connections

30	Examine Sensing Device condition of wiring
31	Test Sensing Device temperature sensor to manufacturer's parameters
32	Recalibrate Sensing Device as necessary
33	Test Sensing Device outputs from pressure sensors and compare to manufacturer's parameters Recalibrate as necessary
34	Test Sensing Device outputs from CO2 sensors and compare to manufacturer's parameters Recalibrate as necessary
35	Check Sensing Device operation of thermostats, recalibrate as necessary
36	Test operation of thermostats, recalibrate and/or adjust as necessary
37	Examine terminal connections
38	Examine condition of wiring
39	Visually examine electrical installation
40	Visually examine conduits, flexible conduits, boxes and lids
41	Examine for corrosion or deterioration
42	Pay particular attention to signs of water damage or heat damage
43	Ensure that means of disconnection/isolation is readily accessible
44	Examine flexible cables for wear, fraying braid and brittle insulation
45	Ensure that wiring terminal connections are sound
46	Examine earthing arrangements and test continuity
47	Examine mechanical condition of controllers
48	Examine fixings and enclosures
49	Examine control switches
50	Examine visual displays
51	Examine indicator lamps
52	Examine terminal connections
53	Examine condition of wiring

Chiller Plant

Item	Monthly Maintenance Task
1	THE FOLLOWING TASKS MUST BE PERFORMED ON THE CHILLED WATER PUMPS
2	Check pump grease/oil level and drain or fill as required
3	Replace the gland packing and check for wear on pump shaft sleeves
4	Inspect coupling and check adjustment
5	Check and lubricate motor bearing

6	Check for tightness and security of pump and motor holding down bolt
7	Check bearing temperature
8	Lubricate isolating valve stems and operate valves
9	Clean pump drain and pipe work
10	Check. Clean and adjust valve glands and repack if required
11	Clean strainers
12	THE FOLLOWING CHECKS MUST BE PERFORMED ON THE CHILLERS
13	Oil level (sightless)
14	Oil temperature
15	Differential oil pressure (kPa)
16	Compressor running time (hours)
17	Compressor suction temperature/pressure
18	Compressor discharge temperature
19	Condensing temperature
20	Condenser outlet temp (air or water)
21	Condenser inlet temp (air or water)
22	Condenser outlet water pressure
23	Condenser inlet water pressure
24	Condenser air or water flow rate
25	Condenser temp/pressure
26	Evaporator chilled liquid inlet temp
27	Evaporator liquid outlet temp
28	Evaporator chilled liquid outlet pressure
29	Evaporator chilled liquid inlet pressure
30	Evaporator air or chilled liquid flow rate
31	Check condition of air cooled condenser coils and clean if required
32	Check all gasket and tighten all bolts required
33	Inspect oil cooler condition and performance
34	Check control centre and module operation
35	Check operation of flow switches
36	Check operation of valves oil pressure switch and condition of valves
37	Check temperature controls for correct operation
38	THE FOLLOWING TASKS MUST BE PERFORMED ON THE COMPRESSORS
39	Check low oil pressure cut out device for correct operation
40	Check all gasket joints and tighten bolts as required
41	Check unloading device for correct operation
42	Check refrigerant charge moisture indicator and correct as necessary
43	Check high and low pressure cut out device for correct operation

Maintenance Activities Pumps		
Item	Maintenance Activity	Frequency
1	Check pump bearing grease/oil level and adjusted as required	Monthly
2	Adjusted gland packing for slight drip	Monthly
3	Inspect coupling and check adjustment	Monthly
4	Check and lubricate motor bearing	Quarterly
5	Check for tightness and security of pumps and motor holding down bolt	Quarterly
6	Check bearing temperature	Quarterly
7	Lubricate isolating valve stems and operate valves	Quarterly
8	Clean pump drains and pipe work	Quarterly
9	Check, clean and adjust valve glands and repack if required	Annually
10	Drain and refill pump grease / oil	Annually
11	Replace the gland packing and check for wear on pump shaft sleeve	Annually
12	Clean strainers	Annually
13	Record operating parameters	Monthly

Submersible Pumps – Monthly Maintenance Activities	
Item	Maintenance Task
1	Check condition of all panels. Make sure there are no alarms on panels
2	Visual inspection on all pumps and test run
3	Check condition and operation on all Relays
4	Ensure that all electrical terminal screws in control panels are secure and tight
5	Check that all overloads are set correctly. Test all overloads
6	Clean all control panels. Make sure that contractors are not chattering (noisy) when in operation.
7	Check and ensure that all drawings are in control panels
8	Check and test all alarms Confirm communication with ACSA maintenance personnel (where applicable)
9	Check operation of all float controls
10	Check that all locks are fitted on control panels and locked
11	Check non-return valve operation
12	Ensure that all grids are in place
13	Record / measure pump running current and voltage on panel
14	Record pump operation hours
15	Record sump level

Submersible Pumps – Quarterly Maintenance Activities	
Item	Maintenance Task
1	Conduct all monthly maintenance activities
2	Check for exercise vibration on motor
3	Check for bearing noise
4	Check electric motors for loose connections
5	Check that cables are in good conditions and tidy
6	Check drive couplings on pump
7	Inspect bearings on pumps
8	Check pump seal for leaks

Special Maintenance/Inspection/Tests

Description	Activity
Summer and Winter Service for the chiller plant	Service should be done in line with OEM recommendation for the winter service
Cleaning of the diffusers	Cleaning of all diffusers in the terminal, offices, toilets, etc
OEM parameter testing for central unit (winter and summer settings)	The OEM/OEM agents conducts the as build parameter settings and adjust where required for summer and winter settings.
Cleaning of the sewer sumps	Draining of the sump using the sump pumps to the level where sediments are visible, using a vacuum truck extract all sediments in the sump.
Draining, disposal and refilling of the oil on chiller	To be done in line with OEM requirements.
Fire system interface testing for HVAC and smoke extraction fans	The test should be done twice a year in collaboration with a fire systems contractor to witness the correct functionality of the HVAC systems during a fire simulation.
Toilet extraction fans flow rate measurements	Measure and record the toilet extraction fans and compare to the fan specifications and the applicable SANS codes. Any deviations should be corrected

Axial, propeller and axial bladed fans

Item	Maintenance Activities	Frequency
	Investigate and report findings of complaints	Monthly
1	Check noise and vibration.	Monthly
2	Check operation.	Monthly
3	Check lubrication.	Monthly
4	Clean motor casing,	Monthly

5	Checking mounting	Monthly
6	Check fan blade wear (where accessible)	Monthly
7	Ensure that motor and/or fan guards are in good condition.	Monthly
8	Inspection all air filters and cleans of loose dirt. Condition of filters must be monitored at all times.	Monthly
centrifugal fan and in-line duct fans		
Item	Maintenance Activities	Frequency
1	Check belt tension	Monthly
2	Check bearing and linkage lubrication	Monthly
3	Check access panel security	Monthly
4	Check balance and flexible mounting	Monthly
5	Check bearings temperature	Monthly
6	Check noise, vibrations	Monthly
7	Check wear on fan blades	Monthly
8	Check security on fan wheel on shaft	Monthly
9	Clean air inlet screen	Monthly
10	Clean fans housing and impeller	Quarterly
11	Check drive belts and replace if necessary	6 monthly
13	Check drive shaft alignment and condition	6 monthly
14	Clean and touch-up fan casing and mounting frame	Annually
15	Re-align drive	Annually
16	Record operating parameter	Monthly
17	Check safety guards	Monthly

Floor Standing Units

Please note that this is the suggested scope for the Maintenance, bidder is required to draft scope as the subject matter expert and align with OEM recommendations

1. Airflow and Filtration

- Clean return air filters: Wash or vacuum dust build-up.
- Inspect evaporator coil: Check for debris blocking airflow.
- Straighten coil fins: Fix bent fins with a comb.
- Check blower fan: Clean blades and verify smooth rotation.

2. Electrical and Controls

- Tighten power terminals: Secure loose wire connections safely.
- Measure operational current: Record compressor and fan motor amps.

- Inspect contactors: Check for pitting or burn marks.
- Test control panel: Verify thermostat accuracy and mode switching.

3. Condensate and Drainage

- Flush drain pan: Clear sludge and biological growth.
- Clean drain line: Flush with water to prevent overflows.
- Test condensate pump: Confirm operation if a pump is installed.

4. Outdoor Unit (Condenser)

- Clear coil debris: Remove leaves, dust, and obstructions.
- Check fan motor: Inspect blades and check for vibration.
- Inspect insulation: Verify suction line rubber is intact.

5. System Performance Monitoring

- Listen for noise: Note unusual compressor or fan sounds.
- Check air temperature: Measure supply and return air differential.
- Log visual leaks: Inspect joints for signs of oil stains.

Rooftop Units

Please note that this is the suggested scope for the Maintenance, bidder is required to draft scope as the subject matter expert and align with OEM recommendations

1. Airside & Ventilation

- Filters: Inspect and replace disposable filters, or wash and dry permanent filters.
- Blower/Fan Assemblies: Check belt tension, condition, and alignment. Lubricate fan motor and shaft bearings if required by the manufacturer.
- Condensate Drain Pan: Ensure the drain pan is clear, clean, and flowing freely to prevent water damage. Treat with algaecide if necessary.

2. Refrigeration System

- Operating Pressures & Temperatures: Measure suction and discharge pressures to ensure they are within the Manufacturer's Design Parameters.
- Refrigerant Charge: Check for leaks and add refrigerant if levels are low.
- Compressor: Monitor the compressor's running current and oil levels. Check crankcase heaters for proper function.
- Coils: Inspect condenser and evaporator coils for debris; brush or wash away any dirt to maintain optimal heat transfer.

3. Electrical & Controls

- Connections: Turn off power and inspect electrical wiring. Tighten any loose connections and replace burnt or frayed wiring.
- Safety Devices: Test the high and low-pressure cut-out switches and check the thermostat calibration.
- Contactor & Relays: Inspect contactors for pitting or burning; check relays and capacitors for functionality.

4. Mechanical & Cabinet

- Mounting: Check vibration isolators and mounts to ensure the unit remains level and secure on the roof.
- Casing: Ensure all access panels are tightly secured and replace any degraded weather stripping to prevent air leaks and water ingress

C4 Site Information

No site information is supplied with this contract.