



**AIRPORTS COMPANY**  
SOUTH AFRICA

**BRAM FISCHER INTERNATIONAL AIRPORT**

**TENDER NO.: RFQ 8685**

**MAINTENANCE OF HVAC AND PUMP SYSTEM**

**CONTRACT**

**VOLUME 2**

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**AIRPORTS COMPANY**  
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## Maintenance of HVAC and Pump System

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

And .....

Contract Number: .....



**Contents**

**The Contract**

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- C2.2 | Price List (including the Activity Schedule)

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- C3 | Service Information

**Part C4: Site information**

- 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 AND PUMP SYSTEM FOR A PERIOD OF 60 MONTHS AT BRAM FISCHER INTERNATIONAL 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)

**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)



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- 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,  
Bram Fischer International Airport  
No.8 Old Thaba'Nchu Road  
Bloemfontein  
9300**

Name of witness ..... Signature .....

Date .....

**Schedule of Deviations**

- 1 Subject .....
- Details .....
- .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....



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.....  
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.

**For the Employer**

**For the Bidder**

Signature (s) .....

.....

Name (s) .....

.....

Capacity .....

.....

**Name and Address**  
**Airports Company South Africa SOC Limited,**  
**Bram Fischer International Airport**  
**No.8 Old Thaba’Nchu Road**  
**Bloemfontein**  
**9300**

.....

*(Insert name and address of organization)*

*(Insert name and address of organization)*

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.**



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

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	<b>A: Priced contract with price list</b>
	and secondary Options:	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price Adjustment for inflation</b>
		<b>X18: Limitation of Liability (as amended in Option Z)</b>
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	<b>Airports Company South Africa SOC Limited</b> <b>Reg. No 1993/004149/30 VAT no 4930138393</b>
	Address	<b>Bram Fischer International Airport</b> <b>No 8. Old Thaba’Nchu Road</b> <b>Bloemfontein</b> <b>9300</b>
	Tel No.	<b>+27 51 407 2200</b>
10.2	The <i>Service Manager</i> is:	<b>Thando Patikala</b>
	Address	<b>Bram Fischer International Airport</b> <b>No 8. Old Thaba’Nchu Road,</b> <b>Bloemfontein,</b> <b>9301</b>
	Tel No.	<b>+27 51 407 2278</b>
	e-mail	<a href="mailto:thando.patikala@airports.co.za">thando.patikala@airports.co.za</a>



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11.2(1)	The <i>Accepted Plan</i> is	<b>Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i></b>
11.2(2)	The <i>Affected Property</i> is	<b>Bram Fischer International Airport</b>
11.2(13)	The <i>service</i> is	<b>the maintenance of HVAC and Pump system for a period of 60 months at BFIA, as more fully set out in section C3 <i>Service Information</i>.</b>
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The <i>Service Information</i> is in	<b>the section titled <i>Service Information</i> included as section C3 of this document.</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>5 working days</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>5 calendar days from Contract Date</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>detailed in Part C3 (Service Information)</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>01-01-2026</b>
30.2	The <i>Service Period</i> is	<b>60 months from the <i>starting Date</i></b>
<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the <i>conditions of contract</i></b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>on the 15<sup>th</sup> day of each successive month</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is	<b>30 days</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank, as determined from time to time.</b>
<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Title</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
83.1		<b>Refer to Annexure 0</b>



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<b>9</b>	<b>Termination</b>	there is no Contract Data required for this section of the <i>conditions of contract</i> .																								
<b>10</b>	<b>Data for main Option clause</b>																									
<b>A</b>	<b>Priced contract with price list</b>	refer to section C2.1 and C2.2.																								
<b>11</b>	<b>Data for Option W1</b>																									
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below																								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Name</th> <th style="width: 20%;">Location</th> <th style="width: 40%;">Contact details (phone &amp; e mail)</th> </tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td> <td>Gauteng</td> <td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td> </tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td> <td>Durban</td> <td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td> </tr> <tr> <td>Adv. Saleem Ebrahim</td> <td>Gauteng</td> <td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td> </tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td> <td>Gauteng</td> <td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td> </tr> <tr> <td>Mr. Sam Amod</td> <td>Gauteng</td> <td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td> </tr> <tr> <td>Adv. Sias Ryneke SC</td> <td>Gauteng</td> <td>083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a></td> </tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td> <td>Pretoria</td> <td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td> </tr> </tbody> </table>		Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>	Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>	Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:ryneke@duma.nokwe.co.za">ryneke@duma.nokwe.co.za</a>	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>																								
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>																								
W1.4(5)	The <i>arbitration procedure</i> is	<b>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)</b>																								
	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>																								
	The person or organization who will choose an arbitrator	<b>The Chairman of the Johannesburg Advocates Bar Council.</b>																								
<b>Option A</b>	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.																									
<b>12</b>	<b>Data for secondary Option</b>																									
<b>X1</b>	<b>Price Adjustment for inflation</b>	<b>The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i>. Price adjustment for inflation shall only take place on contract anniversary</b>																								
<b>X2</b>																										



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<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>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</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	<b>Total of the losses incurred and/or repairs to the damages caused</b>
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to:	<b>Total of the losses incurred and/or repairs to the damages caused</b>
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	<p><b>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the Total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</b></p> <p><b>The excluded matters are amounts payable by the Contractor as stated in this contract for:</b></p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- death of or injury to a person;</li> </ul> <p><b>infringement of an intellectual property right</b></p>
X19	Task Order	<b>Task Order shall be issued in line with the Employers Supply Chain Management Policies and governing regulations.</b>

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

	<b>Amendments to the Core Clauses</b>	
<b>Z1</b>	<b>Interpretation of the law</b>	
<b>Z1.1</b>	<b>Add to core clause 12.3:</b>	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
<b>Z2</b>	<b>Providing the Service:</b>	
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b>	The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
<b>Z5</b>	<b>Termination</b>	
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":</b>	"business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".
	<b>Amendment to the Secondary Option Clauses</b>	
<b>Z7</b>	<b>Limitation of liability:</b>	



<b>Z7.1</b>	<b>Insert the following new clause as Option X18.6:</b> The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
<b>Z7.2</b>	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
<b>Additional Z Clauses</b>	
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
<b>Z8.2</b>	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liabilities</b>
<b>Z9.1</b>	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
<b>Z9.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z9.3</b>	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
<b>Z10</b>	<b>Ethics</b>
<b>Z10.1</b>	The <i>Contractor</i> undertakes:
<b>Z10.1.1</b>	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;
<b>Z10.1.2</b>	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.
<b>Z10.2</b>	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.
<b>Z10.3</b>	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.
<b>Z11</b>	<b>Confidentiality</b>
<b>Z11.1</b>	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.
<b>Z11.2</b>	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> .
<b>Z11.3</b>	This undertaking shall not apply to –
<b>Z11.3.1</b>	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;



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- 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 *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.



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**Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

**Z15 Dispute resolution:**

**Z15.1 Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

**Z15.2 Appointment of the Arbitrator**

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

Panel of Arbitrators

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

**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 *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more
- Z18.2** The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
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**Z19** **Delegation**

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As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:

- Z19.1** As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.
-



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

<b>Clause</b>	<b>Statement</b>	<b>Data</b>
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:	<b>100 %</b>
	The <i>subcontracted fee percentage</i> is:	<b>0 %</b>
11.2	The <i>working areas</i> are	<b>refer to C3 'Service Information'</b>
24.1	The <i>Contractor's key persons</i> are:	<b>CV's to be appended to resource proposal</b>
1.	Name: Responsibility: Qualifications: Experience:	<b>Site Manager</b>
2.	Name: Responsibility: Qualifications: Experience:	<b>Refrigeration Technician</b>
3	Name: Responsibility: Qualifications: Experience:	<b>Controls / Instrumentation Technician</b>
4	Name: Responsibility: Qualifications: Experience:	
11.2	The following matters will be included in the Risk Register	



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SOUTH AFRICA

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	The plan identified in the Contract Data is	<b>In Section C3, the Service Information</b>
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<b>Option A</b>	The <i>price list</i> is	<b>In Section C2.2 of the Pricing Data of this contract</b>
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<b>Option A</b>	The tendered total of the Prices is	<b>R</b>	<b>(excluding VAT)</b>
	(in words)	.....	.....
		.....	.....
		.....	.....
		.....	<b>(Excluding VAT)</b>

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## C1.4 Insurance Schedule

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

#### **Part 1:**

Notes to Schedule:

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

#### **Part 2:**

##### **ACSA Maintenance Contracts Insurance Clause.**

##### **Insurance Affected by the Employer.**

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

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

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

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

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

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

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

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

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

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.. Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

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

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

#### **Insurance Affected by the Contractor.**

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

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

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

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

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

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

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

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

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

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

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



**Sub-Contractors**

The Contractor shall:

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



**INSURANCE CLAUSES FOR LANDSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT**

**VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS**

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

**1. Insurance Effected By The Employer (Principle Controlled Insurance (“PCI”))**

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

**a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability**

**Section 1 Of The Policy – Contract Works**

**Contract Works Insurance** for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warranties ;

**Open Trench Limitation**

*In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.*

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**Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)**

*In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.*

**Section II of the Policy – Contractors Public Liability**

**Public Liability Insurance** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

**Section III of the Policy – Removal Of Lateral Support Liability**

**Removal Of Lateral Support Liability** which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original cause

**b) Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to **R500,000,000 (Incl VAT)** in the aggregate during the policy period of insurance.

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The Contract Works SASRIA policy wording can be obtained from the SASRIA website <http://www.sasria.co.za/> which notes the covers and policy exclusions.

**c) Design & Construct Professional Indemnity Insurance** which provides indemnity against legal



liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be **\*R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

***\*The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.***

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance

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

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

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

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

**a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability**

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

**Section 1 Of The Policy – Contract Works**

In respect of all loss or damage **R150,000** but increased to **R250,000** in respect of loss or damage arising out of or in connection with testing and commissioning.

**Section 2 Of The Policy – Contractors Public Liability**

**R75,000** each and every claim in respect of Property Damage.

**Section 3 Of The Policy – Removal Of Lateral Support Liability**

**R75,000** each and every claim.

**b) Contract Works SASRIA**

In respect of theft as a result of the SASRIA perils insured - **R25,000** each and every occurrence .

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**c) Design & Construct Professional Indemnity Insurance**

a) In respect of contracts under R50 million at award – **R5,000,000.**

b) **In respect of contracts over R50 million at award – R10,000,000**

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

- a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A" ).



## AIRPORTS COMPANY SOUTH AFRICA

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa :

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

b) Preserve damage and make it available for inspection by a representative of the Insurers.

c) Wherever possible, photographs of damage should be taken.

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d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker).

(Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall cooperate in carrying out such enquiry's.

i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.

**j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.**

k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

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### **2. Insurance Effected by the Contractor.**

**In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor :**

2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

**a) Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

**b) Contractor's Common Law Liability/ Worker's Compensation Insurance**

The Contractor shall take out and maintain employer's liability insurance with a limit of indemnity of not less than **R20,000,000** and/or workmen's compensation insurance covering personal injury to or death of the employees of the Contractor engaged in

connection with the Works to the minimum value required by applicable law. The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor's personnel performing the Works. In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim. The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

**c) Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

**d) Insurance For Buy-Down Cover Of Employer's Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.1 (a) and (c) be

8 considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

**e)** Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

**f) Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

**g) Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(c) and if applicable to cover the deductible that applies to the Employer effected insurance.

**h) Marine Cargo Insurance (If Applicable)**

**Cover** : Imports of cargo, equipment, goods, plant, machinery and materials ("Insured Property") to the site where the Permanent Works will be constructed.

**Sum Insured**: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

**j) Miscellaneous Insurance**

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably

9 withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

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

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

**2.4 Sub-Contractors.**



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The Contractor shall:

- a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and
- b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

**APPENDIX A**

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**CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY**

**Send to : Airports Company South Africa**

**E-Mail The Following People :**

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

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 .....  
 .....  
 .....

\* (Please provide name of contracting company, site address, telephone numbers and e-mail address).

**RE :ACSA CONTRACTORS : CAR/PL/PI : CLAIM**

Date of loss : \_\_\_\_\_

Reported to site agent by : \_\_\_\_\_ Date : \_\_\_\_\_

Reported to Insurance Broker by : \_\_\_\_\_ Date : \_\_\_\_\_

Locality of Incident \_\_\_\_\_

How did the loss occur (cause) ? \_\_\_\_\_

Details and nature of loss or damage to Contract Works \_\_\_\_\_

Details of other property damaged \_\_\_\_\_

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Names and address of witnesses \_\_\_\_\_

Estimated cost of repairs (Separate records of all costs must be kept) R \_\_\_\_\_

Person whom assessor should contact \_\_\_\_\_

Telephone/Mobile Numbers Of Contact Person \_\_\_\_\_

Email Address of Contact Person \_\_\_\_\_



### 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.



## AIRPORTS COMPANY SOUTH AFRICA

### C2.2 Price List

The following Activity Schedule 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 an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

#### Part 1 - Activity Schedule (Quarterly).

##### **PRICING SCHEDULE 1 - PREVENTATIVE MAINTENANCE:**

Item no.	Activity Description	Frequency	Quantity (per Quarter)	Amount (Per Quarter)	Total per year Excluding VAT
1	Contract Management and administration (including required reporting such as annually reports, spares inventory management reports, office overheads etc.).	Quarterly	4	R	R
2	Insurance (All ACSA required insurance)	Quarterly	4	R	R
3	Airport personnel access permits, airport vehicle access permits and parking fees – <b>Provisional Sum</b>	Once-off	1	R 6 000.00	R 6 000
4	*Tools, equipment and consumables	Quarterly	4	R	R
5	All required labour for preventative maintenance and inspection for <b>BFIA</b>	Quarterly	4	R	R
<b>Sub-Total A</b>					<b>R</b>

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

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.



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**PRICING SCHEDULE 2: CALL-OUTS**

Callouts rate must include all required travelling and the **first hour on site**. Call out fee shall not be applicable when contractors are on site.

**NB! first hour on site the response time for call outs during Monday to Friday (08H00 to 17H00) and the response time for call outs during after hours and weekends including Public Holidays.**

Description	Rate	Estimated Qty/year	Total/ year Excluding VAT
<b><u>BFA (in Bloemfontein)</u></b>			
Call-out fee: Includes first hour on site and travelling cost	R	10	R
Technician after hours (after hours rate)	R	6hrs	R
Technician assistant (after hours rate)	R	3hrs	R
<b>Sub-Total B</b>			<b>R</b>

**PRICING SCHEDULE 3: Repairs and Spares Provisional Sum**

Description	Provision/year	Tenderer's Mark up	Total Including Mark-Up
Repairs and spares provisional sum (R 0.00 – R 9, 999.99)	R	15%	R
Repairs and spares provisional sum (R 10, 000.00 – R 49, 999.99)	R	15%	R
<b>Sub-Total C</b>			<b>R</b>



## SUMMARY PRICING SCHEDULE FOR YEAR 1

### 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. Quarterly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

### HVAC and Pump System – 1 year (twelve-months)

Description	Total (excluding VAT)
<b>Sub-Total A: Preventative Maintenance</b>	R
<b>Sub-Total B: Call-Out</b>	R
<b>Sub-Total C: Repairs and Spares provision</b>	R
<b>TOTAL FOR YEAR 1 EXCLUDING VAT</b> (Carry over to 5-year Pricing Schedule)	R

## SUMMARY PRICING SCHEDULE FOR YEAR 5 years

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

Period	Annual Escalation	Rand Value
<b>Years 0 to 1</b>	<b>0%</b>	R
<b>Year 1 to 2</b>	<b>6%</b>	R
<b>Year 2 to 3</b>	<b>6%</b>	R
<b>Year 3 to 4</b>	<b>6%</b>	R
<b>Year 4 to 5</b>	<b>6%</b>	R
<b>Total Contract Project Value for 5 years excl. VAT</b>		R
<b>Vat @ 15%</b>		R
<b>Total Contract Project Value for 5 years incl. VAT</b>		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. **6% 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 and Pump System at Bram Fischer International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The works entail the maintenance and repair of the HVAC and Pumps at Bram Fischer International Airport. The maintenance involves servicing, diagnosing, repairing, reporting, and testing of the HVAC and Pumps.

**Servicing** - performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM), ACSA's planned maintenance routines, and applicable legal and design standards as outlined in the contract.

**Repairs** – responding to breakdowns, callouts and restoring the equipment to safe working conditions within agreed timelines.

**System Performance Test** – Testing equipment performance against the original equipment manufacturer's and statutory requirements for compliance and return to service purposes.

**Reporting** – diagnosing faults and breakdowns and providing failure analysis and recommendation reports on a timely basis.

##### **Scope of Works would include the following:**

The objective is to maintain the serviceability of all the HVAC and Pumps. HVAC and Pumps should be maintained in a sustainable manner at the lowest operating and maintenance costs, while ensuring compliance to general safety and aviation related legislation.

The Contractor will be responsible for maintaining the HVAC System at Bram Fischer International Airport according to ACSA and OEM maintenance schedule. Maintenance work will include inspections, cleaning, adjustments and repairs to the system. All maintenance work is to be recorded on checksheets and submitted to the Service Manager. The contractor is required to submit a monthly report detailing activities carried out and system status.

##### **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.

##### **Service information**



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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 Bram Fischer International Airport in Bloemfontein.

**PROCUREMENT**

**Preferential procurement procedures  
Requirements**

The Contractor will respect OEM warranties to ACSA always when procuring spare parts, products or 3<sup>rd</sup> 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

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:

Bram Fischer International Airport: Mon-Fri 06H00 – 20H00; Sat 08H00 – 16H00; Sun 08H00 – 20H00

Normal working Hours shall be 07H00-17H00

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.



## AIRPORTS COMPANY SOUTH AFRICA

### **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:



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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



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*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)**

<b>Title</b>	<b>Annex number</b>
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



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## ANNEX A

**SCHEDULE OF EQUIPMENT**

CHILLER UNIT	1	
AIR HANDLING UNITS	5	
DX UNIT HVAC	100	
EXTRACTOR FANS	13	
AIR CURTAINS	14	
CHILLER PUMPS	4	
SEWERAGE PUMPS	10	
WATER BOOSTER PUMPS	5	
FLIGHT SIMULATOR PUMPS	3	
CONSOLE UNIT (CAR RENTAL)	1	

## Chiller

Item	Airport	Capacity (BTU/kW)	Make/Model	Manufacturer	Location
1	BFN	595 kw	AFHX 1595 - ESR	Dunham Bush	Plantroom 1

## Pump

Item	Airport	Capacity (kW)	Make/Model	Manufacturer	Location
1	BFN	30 kw	LEN125-80-315A	BAUER	Plantroom 1
2	BFN	30 kw	LEN125-80-315A	BAUER	Plantroom 1
3	BFN	15 kw	M100250154	WAG	Plantroom 1
4	BFN	15 kw	M100250154	WAG	Plantroom 1

## Air Handling Units

Item	Airport	Capacity (l/s)	unique Number	Manufacturer	Location
1	BFN	9.482	AHU1	Trox technik	Plantroom Behind HBS
2	BFN	7.110	AHU2	Trox technik	First floor Plantroom
3	BFN	5.196	AHU3	Trox technik	Plantroom Behind HBS
4	BFN	4.803	AHU4	Trox technik	First floor Plantroom
5	BFN	5.196	AHU5	Trox technik	First floor Plantroom

## Split Unit/Packaged Unit/VRV

Item	Airport	Capacity (BTU/kW)	Make/Model	Manufacturer	Location
1	BFN	Cool: 3290 w	HP12MFN	Dunham Bush	Electrical Engineer office
	BFN	Heat: 3516 w			
2	BFN	Cool: 18000Btu	HP18MFN	Dunham Bush	Electrician office
	BFN	Heat: 19000Btu			
3	BFN	Cool: 3,20 kw	MS-12 CHS/G	Hi Super	Senior Electrician office
	BFN	Heat: 3,52 kw			
4	BFN	Cool: 3050 w	FG30HN	Dunham Bush	Substation A
	BFN	Heat: 8200 w			
5	BFN	Cool: 3050 w	FG30HN	Dunham Bush	Substation A
	BFN	Heat: 8200 w			



6	BFN	Cool: 3050 w	FG30HN	Dunham Bush	Substation A
	BFN	Heat: 8200 w			
7	BFN	Cool: 2700 w	HP30MR	Dunham Bush	Substation A
	BFN	Heat: 2820 w			
8	BFN	Cool: 2700 w	HP30MR	Dunham Bush	Substation A
	BFN	Heat: 2820 w			
9	BFN	Cool: 2700 w	HP30MR	Dunham Bush	Substation A
	BFN	Heat: 2820 w			
10	BFN	Cool: 2700 w	HP30MR	Dunham Bush	Substation A
	BFN	Heat: 2820 w			
11	BFN	Cool: 3290 w	HP12MFN	Dunham Bush	Maintenance Kitchen
	BFN	Heat: 3516 w			
12	BFN	Cool: 3290 w	HP12MFN	Dunham Bush	Maintenance Charge hand office
	BFN	Heat: 3516 w			
13	BFN	Cool: 3290 w	HP12MFN	Dunham Bush	Maintenance: CCTV technician
	BFN	Heat: 3516 w			
14	BFN	Cool: 3290 w	HP12MFN	Dunham Bush	Maintenance: MechTechnician
	BFN	Heat: 3516 w			
15	BFN	Cool: 3290 w	HP12MFN	Dunham Bush	Maintenance: Civil Technician
	BFN	Heat: 3516 w			
16	BFN	Cool: 3290 w	HP12MFN	Dunham Bush	Maintenance Manager office
	BFN	Heat: 3516 w			
17	BFN	I power: 6300 w	HP48CN	Dunham Bush	Maintenance Boardroom
	BFN				
18	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	Meter Room
	BFN	Heat: 1,30 kw			
19	BFN	Cool: 5100 w	M186EH	LG	Server room (security)
	BFN	Heat: 5570 w			
20	BFN	Cool: 1090 w	GWH12QC	GREE	Server room (security)
	BFN	Heat: 1050 w			
21	BFN	Cool: 5100 w	HP184CNI	Dunham Bush	Apron office
	BFN	Heat: 5590 w			
22	BFN	Cool: 3200 w	HP244CNI	Dunham Bush	Apron office
	BFN	Heat: 3100 w			
23	BFN	Cool: 5100 w	HP184CNI	Dunham Bush	Apron office
	BFN	Heat: 5590 w			
24	BFN	Cool: 3223 w	FG12HN	Dunham Bush	Fire station
	BFN	Heat: 3250 w			
25	BFN	Cool: 2,08 kw	DT182H	Dunham Bush	Fire station: Lacture room
	BFN	Heat: 2,05 kw			
26	BFN	Cool: 2,08 kw	DT182H	Dunham Bush	Fire station: Lacture room
	BFN	Heat: 2,05 kw			
27	BFN	Cool: 1000 w	HP09M	Dunham Bush	Fire station
	BFN	Heat: 980 w			



**AIRPORTS COMPANY**  
SOUTH AFRICA

28	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	Wildlife office
	BFN	Heat: 1,30 kw			
29	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	Safety office
	BFN	Heat: 1,30 kw			
30	BFN	Cool: 2,08 kw	MS-18 CHS/G	Hi Super	Fire Chief office
	BFN	Heat: 2,05 kw			
31	BFN	Cool: 3200 w	HP30MR	Dunham Bush	Fire station server room
	BFN	Heat: 3100 w			
32	BFN	Cool: 1300 w	HP12MQ	Dunham Bush	Training officer
	BFN	Heat: 1300 w			
33	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	Fire station
	BFN	Heat: 1,30 kw			
34	BFN	Cool: 2,07 kw	DT242H	Dunham Bush	Fire station Gym
	BFN	Heat: 2,07 kw			
35	BFN	Cool: 2,07 kw	DT242H	Dunham Bush	Fire station Gym
	BFN	Heat: 2,07 kw			
36	BFN	Cool: 880 w	HP09MN	Dunham Bush	Gate 10 security
	BFN	Heat: 820 w			
37	BFN	Cool: 1250 w	HP12MN	Dunham Bush	Gate 10 security: Permit office
	BFN	Heat: 1160 w			
38	BFN	Cool: 1250 w	HP12MN	Dunham Bush	Gate 10 security
	BFN	Heat: 1160 w			
39	BFN	Cool: 5300 w	HP18MN	Dunham Bush	Gate 10 security
	BFN	Heat: 5650 w			
40	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	Fire station store room
	BFN	Heat: 1,30 kw			
41	BFN	Cool: 2,70 kw	HP24M	Dunham Bush	Fire station Crew room
	BFN	Heat: 2,70 kw			
42	BFN	Cool: 12000Btu	HP12MFNI	Dunham Bush	Fire Shift Leader
	BFN	Heat: 12000Btu			
43	BFN	Cool: 12000Btu	HP12MFNI	Dunham Bush	Safety office
	BFN	Heat: 12000Btu			
44	BFN	Cool:	DBV-D104Q4/N1-D	Dunham Bush	Car rental building
	BFN	Heat:			
45	BFN	Cool:	DBV-D104Q4/N1-D	Dunham Bush	Car rental building
	BFN	Heat:			
46	BFN	Cool:	DBV-D104Q4/N1-D	Dunham Bush	Car rental building
	BFN	Heat:			
47	BFN	Cool:	DBV-D104Q4/N1-D	Dunham Bush	Car rental building
	BFN	Heat:			



**AIRPORTS COMPANY**  
SOUTH AFRICA

48	BFN	Cool:	DBV-D104Q4/N1-D	Dunham Bush	Car rental building
	BFN	Heat:			
49	BFN	Cool: 2700 w	HP30MR	Dunham Bush	ACSA first floor core room
	BFN	Heat: 2820 w			
50	BFN	Cool: 2700 w	HP30MR	Dunham Bush	G.F core room next to meter room
	BFN	Heat: 2820 w			
51	BFN	Cool: 24000Btu	HP24MFNI	Dunham Bush	Core room arrival next to ablution
	BFN	Heat: 25000Btu			
52	BFN	Input power: 5800 w	HP364CNI	Dunham Bush	Middle floor kitchen
	BFN				
53	BFN	Input power: 5800 w	HP364CNI	Dunham Bush	ECC Boardroom
	BFN				
54	BFN	Cool: 2700 w	FG30HN	Dunham Bush	SAX server room
	BFN	Heat: 2650 w			
55	BFN	Cool: 2750 w		Dunham Bush	SAX server room
	BFN	Heat: 2750 w			
56	BFN	Cool: 12000Btu	HP12MFNI	Dunham Bush	Client service
	BFN	Heat: 12000Btu			
57	BFN	Cool: 24000Btu	HP24MFNI	Dunham Bush	Arrivals server room
	BFN	Heat: 25000Btu			
58	BFN	Cool: 1900 w	FP18MG	Dunham Bush	Airlink Manager
	BFN	Heat: 1800 w			
59	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	Mazzinen office 1
	BFN	Heat: 1,30 kw			
60	BFN	Cool: 3500 w	M126EH	LG	Mazzinen office 2
	BFN	Heat: 3600 w			
61	BFN	Cool: 3,50 kw	38LUV035H	Carrier	Cemair office
	BFN	Heat: 4,00 kw			
62	BFN	Cool: 27300Btu	AG30HN	Dunham Bush	First floor server room
	BFN	Heat: 8200 w			
63	BFN	Cool: 24000Btu	HP24MFNI	Dunham Bush	First floor server room
	BFN	Heat: 25000Btu			
64	BFN	Cool: 3200 w	HP244CNI	Dunham Bush	AVIS car rental office
	BFN	Heat: 3100 w			
65	BFN	Cool: 3200 w	HP244CNI	Dunham Bush	Europcar car rental office
	BFN	Heat: 3100 w			
66	BFN	Cool: 3200 w	HP244CNI	Dunham Bush	Bidvest car rental office
	BFN	Heat: 3100 w			
67	BFN	Cool: 3200 w	HP244CNI	Dunham Bush	Hertz car rental office
	BFN	Heat: 3100 w			
68	BFN	Cool: 3200 w	HP244CNI	Dunham Bush	Dollar thrifty car rental office
	BFN	Heat: 3100 w			



**AIRPORTS COMPANY**  
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69	BFN	Cool: 3200 w	HP244CNI	Dunham Bush	First sixt car rental office
	BFN	Heat: 3100 w			
70	BFN	Cool: 3200 w	HP244CNI	Dunham Bush	Tempest car rental office
	BFN	Heat: 3100 w			
71	BFN	Cool: 12000Btu		Dunham Bush	First Aid room
	BFN	Heat: 12000Btu			
72	BFN	Cool: 12000Btu		Dunham Bush	Security parking area
	BFN	Heat: 12000Btu			
73	BFN	Cool: 30000Btu		Dunham Bush	Waste sorting facility
	BFN	Heat: 30000Btu			
74	BFN	Input power: 5800 w	HP804U	Dunham Bush	SAX Cargo
	BFN				
75	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	Fire arm room
	BFN	Heat: 1,30 kw			
76	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	Fire arm room
	BFN	Heat: 1,30 kw			
77	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	SAPS
	BFN	Heat: 1,30 kw			
78	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	SAPS
	BFN	Heat: 1,30 kw			
79	BFN	Cool: 1,32 kw	DT122H	Dunham Bush	SAPS container
	BFN	Heat: 1,30 kw			
80	BFN	Cool: 0,98 kw	DT092H	Dunham Bush	SAPS container
	BFN	Heat: 0,98 kw			
81	BFN	Cool: 12000Btu	AR12BSHGAWKN	Samsang	HOD: M&E Office
	BFN	Heat:12000Btu			
82	BFN	Cool: 18000Btu	AR18BSHGAWKN	Samsang	ACSA Finance Office
	BFN	Heat: 18000Btu			
83	BFN	Cool: 12000Btu	AR12BSHGAWKN	Samsang	HOD: ARFF Office
	BFN	Heat: 12000Btu			
84	BFN	Cool: 18000Btu	AR18BSHGAWKN	Samsang	APM office
	BFN	Heat: 18000Btu			
85	BFN	Cool:12000Btu	AR12BSHGAWKN	Samsang	ACSA HR Office
	BFN	Heat:12000Btu			
86	BFN	Cool: 12000Btu	AR12BSHGAWKN	Samsang	HOD: Security Office
	BFN	Heat: 12000Btu			
87	BFN	Cool:12000Btu	AR12BSHGAWKN	Samsang	IT Server room next to airlink
	BFN	Heat:12000Btu			
88	BFN	Cool: 12000Btu	AR12BSHGAWKN	Samsang	HOD: Cliente Services Office
	BFN	Heat:12000Btu			
90	BFN	Cool: 18000Btu	AC052RN4DK9	Samsang	Mugg&Beam (1)
	BFN	Heat: 18000Btu			
91	BFN	Cool: 48000Btu	AC140RN4DK9	Samsang	Mugg&Beam (2)



**AIRPORTS COMPANY**  
SOUTH AFRICA

	BFN	Heat: 48000Btu			
92	BFN	Cool: 48000Btu	AC140RN4DK9	Samsung	Mugg&Beam (3)
	BFN	Heat: 48000Btu			
93	BFN	Cool: 48000Btu	AC100RN4DK9	Samsung	ACSA Main Boardroom
	BFN	Heat: 48000Btu			
94	BFN	Cool: 48000Btu	AC140RN4DK9/EU	Samsung	Departure Hall (1)
	BFN	Heat: 48000Btu			
95	BFN	Cool: 48000Btu	AC140RN4DK9/EU	Samsung	Departure Hall (2)
	BFN	Heat: 48000Btu			
96	BFN	Cool: 18000Btu	AC052RN4DK9/EU	Samsung	Departure Hall (3)
	BFN	Heat: 18000Btu			
97	BFN	Cool: 18000Btu	AC052RN4DK9/EU	Samsung	Bidvest Business Lounge
	BFN	Heat: 18000Btu			
98	BFN	Cool: 18000Btu	AC052RN4DK9/EU	Samsung	Bidvest Business Lounge
	BFN	Heat: 8000Btu			

**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

Bram Fischer International Airport: Mon-Fri 06H00 – 20H00; Sat 08H00 – 16H00; Sun 08H00 – 20H00

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 system, electrical panels, centralized system, air handling units, air-conditioning system and booster (chiller/diesel/electrical) pumps etc.

**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 hvac system, electrical panels, centralized system, air handling units, air-conditioning system and booster (chiller/diesel/electrical) pumps etc.

**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**

**SITE MANAGER**

- At least an NQF Level 6 in mechanical or electrical Engineering field (or OEM qualification related to the scope of this contract);
- The ability to conduct investigations and supervise/ manage a maintenance team
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on annually basis
- At least 3 years working experience in mechanical equipment hvac system, electrical panels, centralized system, air handling units, air-conditioning system and booster (chiller/diesel/electrical) pumps etc.).
- Representative for the Contractor regarding: attendance of scheduled meetings with Site Manager / Employer's stakeholders, contract management, preparing and submission of monthly reports/incident reports to the Site Manager.

**REFRIGERATION TECHNICIAN / ARTISAN**

- At least Trade Test and N2 Certificate in Mechanical or Electrical Engineering field (or OEM qualification related to the scope of this contract)
- Trade test certificate complimenting the abovementioned field.
- Must be in permanent employ of the company.
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on annually basis.
- At least 3 years working experience in (hvac system, electrical panels, centralized system, air handling units, air-conditioning system and booster (chiller/diesel/electrical) pumps etc.);
- Basic PLC knowledge and troubleshooting experience.

**CONTROL / INSTRUMENTATION TECHNICIAN**

- At least Trade Test and N2 Certificate in Mechanical or Electrical Engineering field (or OEM qualification related to the scope of this contract)
- Trade test certificate complimenting the abovementioned field.
- Must be in permanent employ of the company.
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on annually basis.
- At least 3 years working experience in (hvac system, electrical panels, centralized system, air handling units, air-conditioning system and booster (chiller/diesel/electrical) pumps etc.);
- Basic PLC knowledge and troubleshooting experience.



## AIRPORTS COMPANY SOUTH AFRICA

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

Skill	Quantity	Frequency
Site Manager	1	When required
Field Engineer	1	When required
OEM Specialist	1	When required
Technician/Artisan	1	Planned and Unplanned Maintenance
Technician/Artisan	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; <ul style="list-style-type: none"> <li>➤ HVAC system availability shall be kept at or above 99.5% overall per quarter.</li> <li>➤ Pump-set system availability shall be kept at or above 99.5% overall per quarter</li> <li>➤ Chiller unit availability shall be kept at or above 99.5% overall per quarter.</li> <li>➤ DX units availability shall be kept at or above 99.5% overall per quarter.</li> <li>➤ Air handling units availability shall be kept at or above 99.5% overall per quarter.</li> </ul>
Response time	90% of breakdowns shall be responded to within: <ul style="list-style-type: none"> <li>➤ 24 hour from the time the Contractor is notified of the breakdown - during airport normal operational hours</li> <li>➤ 48 hours from the time Contractor is notified of the breakdown – after airport operational hours</li> </ul>
Closure Duration	90% of breakdowns shall be resolved within: <ul style="list-style-type: none"> <li>➤ 48 hours from the time the Contractor arrives on site – during airport normal operational hours</li> <li>➤ 48 hours from the time the time Contractor arrives on site - after airport operational hours</li> </ul>
% of planned maintenance completed per year.	100% of all planned maintenance shall be completed per year.
Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise)	<ul style="list-style-type: none"> <li>➤ All breakdowns requiring a second level of response shall be resolved within 74 hours (subject to the lead time of required spares) and shall be limited to a total of 3 occurrences per month.</li> </ul>



## AIRPORTS COMPANY SOUTH AFRICA

### 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 year.
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 faults/alarms.
  - b) Is suitably qualified and experienced to work on any fire detection 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.



## AIRPORTS COMPANY SOUTH AFRICA

### **Penalty scheme**

Parties agree to the following penalty scheme. The penalty scheme does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT.

This addendum may not be terminated for convenience.

### **Penalties**

ACSA must notify the contractor in writing of its intention to claim a penalty within 30 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Penalties are limited to a maximum of **25% of the fixed cost /month**.

### **Penalty breakdown**

<b>Penalty Description</b>	<b>Penalty</b>
Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 2 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
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 and the Computerized Maintenance Management System**

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

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

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

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



**AIRPORTS COMPANY**  
SOUTH AFRICA

**Non-Conformance Report**

In the event of any irregularity concerning contractor performance the report attached in the following page will be completed by an ACSA representative and signed by the respective contractor's representative.

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

<b>CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non-Conformance</b>			
<b>Recipient/Reps Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
<b>Email address</b>	<b>Telephone</b>	<b>Cell</b>	<b>Facsimile</b>
<b>contractor's Response:</b>			
(A) Cause	(B) Immediate Corrective Action	(C) Action to Prevent Recurrence	
<b>(D) Corrective Action Implementation Date:</b>		<b>(E) Preventing Recurrence Implementation Date:</b>	
<b>Recipient/Reps Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
<b>ACSA Representative: Evaluation of Proposed Corrective Action</b>		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>
<b>Comments</b>			
<b>Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>
<b>CONTRACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements</b>			
<b>Recipient/Reps Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date Implemented</b>
<b>ACSA Representative: Follow up and close out</b>		Accepted <input type="checkbox"/>	Rejected <input type="checkbox"/>
<b>Comments</b>			
<b>Name</b>	<b>Signature</b>	<b>Title</b>	<b>Date</b>



### **NON-CONFORMANCE REPORT (NCR) PROCESS**

- 1 The **ACSA representative** notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.
  - 2 The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor's representative**.
  - 3 The **Contractor's representative** signs acceptance and understanding of the NCR
  - 4 The **ACSA representative** gives a copy of this signed NCR to the Infrastructure Asset Management manager's office for filing and noting.
  - 5 The **Contractor's representative** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
  - 6 The **Contractor's representative** submits the response e-mail / fax .to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
  - 7 The **ACSA representative** informs the **Contractor's representative** of the result of the evaluation, by responding via e-mail / fax.
  - 8 Note: If the response is not adequate, the **Contractor's representative** must re-submit a solution.
  - 9 Upon completion of the corrective action and verification thereof, the **Contractor's representative then** informs the **ACSA representative** by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
  - 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
  - 11 The **ACSA representative** returns the concluding results to the **Contractor's representative** via e-mail / fax.
  - 12 If the original situation still exists, and the NCR cannot be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.
  - 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractor's corrective action by ACSA may lead to cancellation of the contract.
  - 14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.
- Note: All parties shall ensure that no delays are caused in the above chain of events.**  
The shaded areas are to be completed by the **Contractor's representative**

### **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. **The lack of complete history files will result in immediate cancellation of the contract.**

All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**



**ANNEX C**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organization:</b> AIRPORTS COMPANY SOUTH AFRICA SOC Limited
<b>Airports Company South Africa SOC Limited, Bram Fischer International Airport No.8 Old Thaba’Nchu Road Bloemfontein 9300</b>

**Hereinafter referred to as “Client”**

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

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**



**MANDATORY'S MAIN SCOPE OF WORK**

*To be completed by contractor*



## AIRPORTS COMPANY SOUTH AFRICA

### 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 Mandataries (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 Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandataries who utilize the services of their own Mandataries (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 Mandatory undertakes to comply with:

### INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
  - 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 Mandatory 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 Mandatory on the Client's premises must be performed under the close supervision of the Mandatory's employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client's premises.
2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatory 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 Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document



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

**FURTHER UNDERTAKING**

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

**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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

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

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

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



## ANEX D

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

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

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>• No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>• Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>• All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>• The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>• Waste shall be separated as general or hazardous waste.</li> <li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>• Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>• Contractors must keep on file:               <ol style="list-style-type: none"> <li>1. The name of the contracting waste company</li> <li>2. Waste disposal site used</li> <li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>5. Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous Chemical</b>	<ul style="list-style-type: none"> <li>• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>• Materials Safety Data Sheets shall be stored with all HCS.</li> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> </ul>



<b>Substances (HCS)</b>	<ul style="list-style-type: none"> <li>All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

**Penalties**

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

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

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

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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: .....

**ANNEX E****TOOLS AND SPECIAL EQUIPMENT**

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

<b>Number</b>	<b>Item description</b>	<b>Lead time</b>
1		
2		
3		
4		
5		
6		
7		



**ANNEX F**

**RESOURCE PROPOSAL**

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



**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.



**C4 Site Information**

