

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER:**

**TITLE OF PROJECT: MAINTENANCE AND REPAIRS OF THE HVAC SYSTEM AT KING SHAKA INTERNATIONAL AIRPORT FOR A PERIOD OF 36 MONTHS**

**NEC 3: TERM SERVICE CONTRACT (TSC)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at King Shaka International Airport**

(Registration Number: 1993/004149/30)

and

(Registration Number: \_\_\_\_\_)

for Maintenance and Repairs of HVAC system

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**Part C1: Agreements and Contract Data**

## C1.1 Forms of Offer and Acceptance

### Offer

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

### **MAINTENANCE AND REPAIRS OF THE HVAC SYSTEM FOR 36 MONTHS**

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.

<b>The offered total of the Prices exclusive of VAT is</b>	
<b>Value Added Tax @ 15% is</b>	
<b>The total offered amount due inclusive of VAT is</b>	
(in words)	

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

### for the Contractor

Signature ..... Date .....

Name ..... Capacity .....

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

Name and signature of witness ..... signature .....

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

## Acceptance

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

The terms of the contract, are contained in:

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

### for the Employer

Signature ..... Date .....

Name ..... Capacity .....

**Airports Company South Africa,  
King Shaka International Airport  
King Shaka Drive, La Mercy**

Name of  
witness ..... signature .....

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 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 Bidder and the employer during this process of offer and acceptance.

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

## C1.2 Contract Data

### **Precedence in interpretation of the contract:**

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

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

### **General Conditions of Contract**

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

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

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

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

Clause	Statement	Data
1	<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> <b>W1: Dispute resolution procedure</b> <b>X1: Price Adjustment for inflation</b>
	and secondary Options:	<b>X2: Changes in the law</b> <b>X17: Low service damages</b> <b>X18: Limitation of Liability (as amended in Option Z)</b> <b>X19: Task Order</b> <b>X20: Key performance indicators</b> <b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	<b>Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa</b>
	Address	<b>King Shaka International Airport King Shaka Drive, La Mercy</b>
	Tel No.	<b>032 436 6000</b>
10.1	The <i>Service Manager</i> is:	<b>Bulelani Mjilo</b>  <b>King Shaka International Airport King Shaka Drive, La Mercy</b>

Address		King Shaka International Airport King Shaka Drive, La Mercy
Tel No.		032 436 6000
e-mail		King Shaka International Airport King Shaka Drive, La Mercy  032 436 000
11.2(2)	The <i>Affected Property</i> is	King Shaka International Airport, All areas
11.2(13)	The <i>service</i> is	<b>MAINTENANCE AND REPAIRS OF HVAC SYSTEM</b>  <i>Service Information.</i> , as more fully set out in section C3 <i>Service Information.</i>
11.2(14)	The following matters will be included in the Risk Register	Access to Site  Delay in supply of material and/or equipment  Progress of the works against the program  Travelling public and ACSA stakeholders
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 Calendar days
<b>2</b>	<b>The Contractor's main responsibilities</b>	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	30 calendar days from Contract Date
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	TBA

30.2	The <i>Service Period</i> is	Two (2) years after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first
<b>4</b>	<b>Testing and Defects</b>	When the <i>Service Manager</i> assesses the cost incurred by the Employer in repeating a test inspection after Defect is found, he does not include the <i>Contractor's</i> cost of carrying out the repeat test or inspection
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	Between the 1 <sup>st</sup> and 15 <sup>th</sup> day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
<b>6</b>	<b>Compensation events</b>	No data is required for this section of the <i>conditions of contract</i> .
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	The <i>Contractor</i> has a right to use the equipment, Plant and Materials provided by the <i>Employer</i> only to Provide the Service.
<b>8</b>	<b>Risks and insurance</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine &amp; Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract;</p> <p>Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the <i>contract</i> ("the Insurance Schedule").</p>



83.1	The <i>Contractor</i> provides these additional insurances	<b>Professional Indemnity Insurance</b>  <b>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the contract.</b>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The <i>Employer</i> provides these additional insurances	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	<b>Refer to section C1.5 Insurance Schedule</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [●] ([●] Rands)</b>

<b>9</b>	<b>Termination</b>	<p>Both parties have right to terminate.</p> <p>The Party wishing to terminate initiates procedure by notifying the SM and giving his reasons. If SM is satisfied that the Party giving the notice has provided reasons which are valid under the Contract, the SM issues a termination certificate.</p> <p>ACSA reverse the right to terminate as when funds are depleted.</p>																								
<b>10</b>	<b>Data for main Option clause</b>																									
<b>A</b>	<b>Priced contract with price list</b>	<b>Refer to C2</b>																								
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>4 weeks.</b>																								
<b>11</b>	<b>Data for Option W1</b>																									
W1.1	The <i>Adjudicator</i> is	<p>The person appointed jointly by the parties from the list of adjudicators contained below</p> <table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone &amp; e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 <a href="mailto: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:reyneke@duma.nokwe.co.za">reyneke@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:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see <a href="http://www.ice-sa.org.za">www.ice-sa.org.za</a> ) or its successor body																								
W1.4(2)	The <i>tribunal</i> is:	arbitration																								

W1.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organization who will choose an arbitrator	the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body

## 12 Data for secondary Option

X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	A change in law of the country in which the Affected Property is located is a compensation event if it occurs after the Contract Date. The <i>Service Manager</i> may notify the <i>Contractor</i> of a compensation event for a change in law and instruct him to submit quotations. If the effect of a compensation event is a change in the law to reduce the total Defined Cost, the Process are reduced.
X17	Low service damages	As per the Service Information (C3) – Annex I section 6
X17.1	The <i>service level table</i> is in	The Service Information, Annex I
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total of the Prices
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	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 Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The excluded matters are amounts payable by the Contractor as stated in this contract for:

- Loss of or damage to the Employer's property,
  - Defects liability,
  - Insurance liability to the extent of the Contractor's risks
  - death of or injury to a person;
- infringement of an intellectual property right

X18.5	The <i>end of liability date</i> is	<b>52 weeks after the end of the service period.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>5 days of receiving the Task Order</b>
X 20.1	The incentive schedule for Key Performance Indicators is in -	<b>Refer to Annexure for KPIs</b>

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

	Amendments to the Core Clauses
<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, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, 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: Delete core clause 20.1 and replace with the following:</b>
<b>Z2.1</b>	The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose.
<b>Z3.</b>	<b>Other responsibilities: add the following at the end of core clause 27:</b>
<b>Z3.1</b>	The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> .
<b>Z3.2</b>	The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs.
<b>Z4.</b>	<b>Termination</b>
<b>Z4.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
<b>Z5.</b>	<b>Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:</b>
<b>Z5.1</b>	If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: <ul style="list-style-type: none"><li>• The additional conditions of contract under these Z clauses</li><li>• The conditions of contract and</li><li>• The other documents.</li></ul>
<b>Z5.2</b>	The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.
<b>Z6.</b>	<b>Payment: Add the following at the end of core clause 51:</b>
<b>51.5</b>	The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

- 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor
- any sum due to the Employer from the Contractor or
  - any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

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#### **Amendment to the Secondary Option Clauses**

**Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**

**Z7.1** A change in law is defined as:

**Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

**Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

**Z8. Performance Bond: The following amendments are made to clause X13:**

**Z8.1. Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.

**Z8.2. Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

**Z9. Limitation of liability: Insert the following new clause as Option X18.6:**

**Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

**Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

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#### **Additional Z Clauses**

**Z10. Cession, delegation and assignment**

**Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.

- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11. Joint and several liability**
- Z11.1.** If the *Contractor* 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 *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* 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 *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** 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;

- Z13.3.3.** 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);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. *Employer's Step-in rights***
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** 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.
- Z15. *Liens and Encumbrances***
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* 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 ensures 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
- Z16. *Intellectual Property***
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service or the Affected Property*.
- Z15.4** 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.
- Z15.5** 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:
- Z15.5.1** the *Contractor’s* service;
- Z15.5.2** the use of the *Contractor’s* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** 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.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z16.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

**Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The working areas are	See C3 'Service Information'
24.1	The Contractor's Key people are:	CV's to be appended to Resource Proposal (FORM C7)
1	SITE MANAGER	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	REFRIGERATION TECHNICIAN	
	Name:	
	Qualifications relevant to this contract	

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## Experience

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- |      |                                                             |                                                                                                                                                                                                                                                           |
|------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none"><li>• Existing Services</li><li>• Access to Site</li><li>• Delay in supply of material and/or equipment</li><li>• Progress of the works against the program</li><li>• Travelling public and ACSA stakeholders</li></ul> |
|------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
-

## C1.3 Occupational Health and Safety Agreement

### OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organization:</b> AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT
<b>Physical Address:</b> Airport Company South Africa  King Shaka Drive, La Mercy, 4407

**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

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<b>GENERAL INFORMATION FORMING PART OF THIS AGREEMENT</b>
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1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of 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. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

<b>THE UNDERTAKING</b>
------------------------

The Mandatary undertakes to comply with:

**INSURANCE**

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

<b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b>
--------------------------------------------------------------------------------

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.



- 4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
- 5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

**ACCEPTANCE BY MANDATARY**

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

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

## C1.4 Forms of Securities

*No performance bond or parent company guarantee is required in this contract*

## C1.5 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 Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.  
In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

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

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

- (a) **INSURANCE OF CONTRACTORS EQUIPMENT** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
  - i. The insurances to be provided by the Contractor and his Sub-Contractors shall:

- (A) be affected with Insurers and on terms approved by the Employer.
  - (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
  - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
- ii. In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

### **Sub-Contractors**

The Contractor shall:

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

## C2.1 Pricing assumptions: Option A

### The conditions of contract

### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

- |                                     |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Identified and defined terms</b> | <b>11</b><br><b>11.2</b> | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.<br><br>(17) The Price for Services Provided to Date is the total of<br><br>the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and<br>where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.<br><br>(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. |
|-------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

### Function of the Price List

Clause 54.1 in Option A states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

## Link to the *Contractor's* plan

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the *price list*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

## Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

## Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

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

## C2.2 Price List

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

ACSA reserves the right to vary all the activities according to the rates given in this contract.

### A. Maintenance Cost

(Please note: Maintenance cost for items are inclusive of labour, tools, consumables, PPEs, travelling, maintenance vehicle and Airport parking fees)

#### A1

Asset description	Maintenance Frequency	Quantity	Cost per unit	Monthly cost	Yearly Cost (Monthly x 8)
Split/DX units	Monthly	409	R	R	
Console units	Monthly	129	R	R	
Fans	Monthly	405	R	R	
Fan coil units	Monthly	218	R	R	
Air handling units	Monthly	82	R	R	
Aircon Pumps	Monthly	60	R	R	
Carrier Chillers: 19XR-5555485LEH52S	Monthly	4	R	R	
Trane Chillers RTAD 180	Monthly	2	R	R	
EVAPCO Cooling towers :ATW482/6P	Monthly	4	R	R	
				R	

#### A2

(All assets that do not have a 3 monthly or annual service will be serviced as per monthly schedule)

Asset description	Maintenance Frequency	Quantity	Cost per unit	Monthly cost (A)	Number of months (B)	Yearly Cost (AxB)
Console units	Monthly	129	R	R	1	
Fans	Monthly	405	R	R	1	
Fan coil units	Monthly	218	R	R	4	
Aircon Pumps	Monthly	60	R	R	4	
				R		



A3

Asset description	Maintenance Frequency	Quantity	Cost per unit	3 Monthly cost	Yearly Cost (3 Monthly x 4)
Split/DX units	3 monthly	409	R	R	
Console units	3 monthly	129	R	R	
Fans	3 Monthly	405	R	R	
BHS Panel Coolers	3 Monthly	24	R	R	
				R	

A4

Asset description	Maintenance Frequency	Quantity	Cost per unit	Yearly cost
Air handling units	Annually	82	R	R
EVAPCO Cooling towers :ATW482/6P	Annually	4	R	R
				R

Quarterly

A5

Asset description	Maintenance Frequency	Quantity	Cost per unit (From Third Party)	%Mark UP	Quarterly cost(Including Mark Up)	Yearly Cost (Quarterly x 3)
Carrier Chillers: 19XR-5555485LEH52S	Quarterly	4	R		R	R
Trane Chillers RTAD 180	Quarterly	2	R		R	R
TOTAL					R	R

Annually

A6

Asset description	Maintenance Frequency	Quantity	Cost per unit (From Third Party)	% Mark UP	Yearly Cost (Including Mark Up)
Carrier Chillers: 19XR-5555485LEH52S	Annually	4	R		R
Trane Chillers RTAD 180	Annually	2	R		R
TOTAL					R

Pricing Data

Part C2

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## Monthly

A7

Asset description	Maintenance Frequency	Quantity	Cost per unit (From Third Party)	%Mark UP	Monthly cost(Including Mark Up)	Yearly Cost (Monthly x 12)
Water Treatment on Cooling Towers	Monthly	4	R		R	R
TOTAL					R	R

## Monthly

A8

Asset description	Maintenance Frequency	Quantity	Cost per unit (From Third Party)	%Mark UP	Monthly cost(Including Mark Up)	Yearly Cost (Monthly x 12)
BMS Maintenance	Monthly	1	R		R	R
Total count					R	

## Six monthly

A9

Asset description	Maintenance Frequency	Total Area 2 x (1.4 + 0.6) x 158 (A)	Rate/m <sup>2</sup> (B)	Total C = A x B	%Mark UP E	Six Monthly cost (Including Mark Up) F = (C x E) + C	Yearly Cost G = F x 2
Duct Cleaning	Six Monthly	632	R			R	R
Total count						R	

A10

Asset description	Maintenance Frequency	Quantity	Cost per unit	6 Monthly cost	Yearly Cost (6 Monthly x 2)
Dampers	6 monthly	485	R	R	

**TOTAL MAINTENANCE COST**

Table A-1	R
Table A-2	R
Table A-3	R
Table A-4	R
Table A-5	R
Table A-6	R
Table A-7	R
Table A-8	R
Table A-9	R
Table A-10	R
<b>TOTAL</b>	<b>R</b>

**B. OFFICE RENTAL**

*(Office rental is a provisional amount for rental of office space at the airport, through property division.)*

Number	Item	Quantity	Cost Per Month	Yearly
1	Monthly on-site office rental	1	R6500	R78 000

**C. PRELIMINARY COSTS:**

(Provisional amount will be paid on proven cost and must be on pre-approval basis. Supporting documents will be requested at claiming)

Item	Description	Price
1.	Induction and Permits	R25 000
2.	Safety File	R5 000
	<b>Total provisional amount</b>	<b>R30 000</b>

**D. Provision for Spares including Mark up**

*The inserted amount *Z* are for budgeting purposes. The Total mark -up amount in the table is not guaranteed ,but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the Contractor will be held accountable to the mark-up filled in this table**The mark-up will be applicable to the total of the third party quotation not on a single line items in a quotation.Bidder to Complete			
Value of Item or Services	Mark Up Percentage *Y* (to be filled in by the Contractor)	Spares amount for budget purposes *Z* (Note: This is The spares provisional sum divided by 5 lines of the mark-up%)	Total markup values to be budgeted- (To be filled in by Contractor)  = ( Z x Y ) +Z
R0 - R2,000	%	R60 000	R
R2,001 - R5,000	%	R80 000	R
R5,001 - R10,000	%	R90 000	R
R10,001 - R50,000	%	R120 000	R
Over R50 000	%	R150 000	R
TOTAL Provision for Spares including Mark up (D) (Note :Should be part of the form of offer and acceptance)			R

**E. ADHOC CORRECTIVE MAINTENANCE LABOUR RATES**

Note: These costs are for evaluation purpose. 80/20 maintenance principle applied.

No cost will be charged for repairs performed by maintenance staff during airport operating hours.(08:00-17:00)& half day sat sun(08:00-11:00)

Rates are inclusive of ( travelling, averaged for public holidays and after hour, admin and fees on overheads, PPE and tools allowances.)

ITEM	Rates	Hours	Costs
Engineer	R	36	R
Site Manager	R	36	R
Refrigeration Technician	R	36	R
Artisans	R	36	R
Controls Technician	R	36	R
Technical assistants	R	36	R
TOTAL			R

**F. Regulated Inspections**

ITEM	Rates	Hours	Costs
Flow Test records of Fresh Air Induction Fans	R		R

Air-quality Flow Test records of Fresh Toilet Extraction fans.	R		R
Flow and functional test records of smoke extraction fans.	R		R
Records of duct cleaning (Fat removal).	R		R
Functional records of roof vents.	R		R
Functional records of Fire Dampers.	R		R
Certificate of conformity for refrigerant gas lines.	R		R
Legionella test and clearance certificate.	R		R
COC for Electrical reticulation in plant rooms.	R		R
Wiring diagrams	R		R
HVAC/Fire Detection interface test records	R		R
DB Earth leakage	R		R
Refrigerant leak test records	R		R
Indoor air quality measurements	R		R
Energy Optimisation functional audit	R		R
Noise monitoring requirements by an AIA to SABS 083	R		R

**PRICING SUMMARY**

Item	Description	Total cost
A	Maintenance Cost	R
B	Office Rental	R 78 000.00
C	Preliminary Cost	R 15 000.00
D	Provision for Spares including Mark up	R
E	ADHOC corrective maintenance labour rates	R
F	Regulated Inspections	R
TOTAL FOR YEAR 1		R
Estimated CPI		6%
Total for year 2= (6% X Total for year 1) + Total for year 1		R
Contract Duration = Total for year 1 + Total for year 2		R
VAT		
Total Inclusive of VAT		

## C3 Service Information

### DESCRIPTION OF THE WORKS

The Contractor will be responsible for maintaining the HVAC System at King Shaka 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.

#### BMS, Front end, Hardware and Software

- Resolution of daily controls operational problems.
- Inspect power supply to controllers and verify supply values if they are within specification
  - Inspect and resolve faults and alarms
  - Controller set points
  - Input and output control calibration

#### HVAC System

- Attend to Electrical Control problems associated with the Air Conditioning System and Ventilation installation including Chillers Plant Rooms and associated equipment
- Attend to all electrical issues for the HVAC system after ACSA supply
- Inspecting ductwork for air leakages - seal all leaks by taping or caulking
- Inspecting ductwork insulation - repair or replace as necessary
- Inspecting damper blades and linkages - adjust on a regular basis and clean
- Cleaning or replacing air filters
- Inspecting and cleaning coils
- Inspecting coils and casings for leakage
- Inspect and ensure all access doors leading to the AHU's plant are always closed and Locked
- Inspecting all room air outlets and inlets (diffusers, registers and grilles, and toilet disc valves) - these should be kept clean and free of dirt and obstructions
- Lubricating motor and drive bearings
- Checking for over-voltage or low-voltage conditions on motors
- Checking excessive noise and vibration
- Inspecting piping for leakage at joints - repair as and when necessary
- Inspect pumps, valves and electrical motors
- Ensuring all extraction fans and fresh dampers are functioning properly
- Keep update and records performance of all assets on monthly basis
- Tag and assign numbers to the grilles and diffusers based on AHU's supply using labelling machine
- Report in writing to Employer / Engineer any items which require urgent attention or repair/replacement at the next service.
- Inspect all plant structure and machinery for corrosion and repaint/treat required.



- Check the operation of the water treatment plant for cooling towers and closed loop water circuits, ensure the availability of chemical and monitor the performance through tests of water conditions monthly.
- Air quality checks, Bi-annual Tests as per Chief engineer's suggestion

**The *Contractor* will be responsible for maintaining the Heating, Ventilation and Air Conditioning at the airport buildings and its associated components as follows:**

- Monthly,
- 3 Monthly,
- Six Monthly, and
- And yearly as stipulated by OEM.

### **Location of the works**

The Works are located at King Shaka International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

## **PROCUREMENT**

### **Preferential procurement procedures**

#### **Requirements**

The Contractor will respect OEM warranties to the Employer 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 equipment or spares.

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

### **Subcontracting**

No part of this Contract may be subcontracted unless with written approval from the Employer. The Employer 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 **from 04:00 to 22:30** for every day of the year.

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 the Employer's business. Therefore, within reason and with prior arrangement with the Contractor, the Employer might require the following from time to time:

- Assisting with emergency repairs
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to HVAC equipment
- 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
- 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
- Safe / legal disposal of used and irreparable parts

The Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

### **Quality plans and control**

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

### **Environment**

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

At no time, shall the Contractor:

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

**Format of communications**

Work instructions, daily check sheets, monthly maintenance reports, inventory 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 off-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 meetings.

**Electronic payments**

The Contractor should arrange with the Employer'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 but not limited to:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. daily checks performed
4. maintenance plan for the next month
5. the latest spares inventory
6. Assets register up to date including equipment data
7. Root cause analysis records
8. Safety/Environmental or legislative issues and compliance
9. Outstanding maintenance/contractual 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 be compensated for costs relating to the Employer's required permits, however not 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 the Employer'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 the Employer if a permit request is refused.

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

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

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

#### **Proof of compliance with the law**

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

#### **Health and safety requirements and procedures**

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty/low service damages 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 steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). 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
Minimum Maintenance Program	Annex B
Service Level Agreement	Annex C
Cleaning Of Ducting (Subcontracted Service)	Annex D
Site Information	Annex E
Risk Assessment	Annex F
Internal and External Factors	Annex G
Environmental Terms And Conditions	Annex H



## ANNEX A

## SCHEDULE OF EQUIPMENT

Description of Equipment		Quantity
Grille		1633
Diffusers		1606
Split/DX units		401
Console units		129
Dampers		485
Fans		405
Fan coil units		218
Attenuators		179
Switch boards		102
Air handling units		82
Air con valves		82
BHS Panel Coolers		24
Aircon Pumps		60
Chillers		6
Cooling towers		8
Kitchen Extraction Ducts		2
	total count	5422

## ANNEX B

## MINIMUM MAINTENANCE PROGRAM

## Schedule maintenance for Heating and ventilation air conditioning

ON WATER PUMP SETS	Frequency
Check pump grease/oil level and drain or fill as required	Monthly
Check the gland packing and check for wear on pump shaft sleeves	Monthly
Inspect coupling and check adjustment	Monthly
Check and lubricate motor bearing	Monthly
Check for tightness and security of pump and motor holding down bolt	Monthly
Check bearing temperature	Monthly
Lubricate isolating valve stems and operate valves	Monthly
Clean pump drains and pipe work	Monthly
Check for excessive noise or vibration	Monthly
Check. Clean and adjust valve glands and repack if required	Monthly
Clean strainers	Monthly
Inspect bearing wear and replace lubricant in motor bearings	
<b>THE FOLLOWING CHECKS MUST BE PERFORMED ON THE CHILLERS QUARTERLY</b>	
<b><u>TRANE RTAD SCREW CHILLER – QUARTERLY SERVICE</u></b>	
Record operating temperatures, pressures and amperages.	
Re-calibrate and check operation of safety controls.	
Check diagnostic trips, investigate and reset active and historic menu.	
Check operation of control circuitry.	
Meg-Ohm compressor motor windings.	

Check system sub-cooling.
Check starter electrical contacts for wear.
Tighten electrical connections in starter and control panels.
Check programming of the controller download latest Trane software.
Check the oil level in both compressors.
Check operation of oil heaters.
Check refrigerant charge.
Check for refrigerant leaks.
Tighten flanges and fittings.
Check all gauges for proper operation.
Check loading / unloading systems.
Check the expansion valves for correct superheat.
Chemically clean the condenser coils.
Run chiller and report all detected system deficiencies and recommendations.
<b>CARRIER 19XR WATER-COOLED CENTRIFUGAL. CHILLER QUARTERLY SERVICE</b>
Record & scrutinize Alarm History on Log sheet.
Inspect starter contact surfaces if applicable.
Inspect soft starter P.C. boards and wiring if applicable.
Visual check of wiring for electrical hotspots.
Check CVC and ISM.
Check controls – run automated test.
Check IGV & SRD drive mechanisms
Operate machine, check safety controls, run Computerized diagnostic check, log operating conditions as necessary.
Check operation of CCN/J-bus gateway
Check identified area for refrigerant leaks

Check flow rates on chiller
Check oil level on compressor
<b>Chiller Annually</b>
<b><u>TRANE RTAD 180 SCREW CHILLER – ANNUAL SERVICE</u></b>
Record operating temperatures, pressures and amperages.
Re-calibrate and check operation of safety controls.
Check diagnostic trips, investigate and reset active and historic menu.
Check operation of control circuitry.
Meg-Ohm compressor motor windings.
Check system sub-cooling.
Check starter electrical contacts for wear.
Tighten electrical connections in starter and control panels.
Check programming of the controller download latest Trane software.
Check the oil level in both compressors.
Change the oil filters.
Check operation of oil heaters.
Check refrigerant charge.
Check for refrigerant leaks.
Tighten flanges and fittings.
Check all gauges for proper operation.
Check loading / unloading systems.
Check the expansion valves for correct superheat.
Clean the condenser and evaporator coils.
Run chiller and report all detected system deficiencies and recommendations.
Cleaning of evaporator tubes.

<b>CARRIER 19XR WATER-COOLED CENTRIFUGAL. CHILLER ANNUAL SERVICE</b>
Carry out all quarterly inspection checks above.
Draw oil sample for analysis and report
Renew oil filter.
Renew skimmer filter.
Renew motor cooling refrigerant filter.
Meg-test compressor motor windings.
Meg-test oil pump motor windings.
Check identified areas for refrigerant leaks.
Clean evaporator and condenser coils
<b>Cooling Tower Monthly</b>
The tasks listed are high level / minimum tasks. The <i>Contractor</i> is expected to complete all tasks as OEM requirements,
Inspect for leaks and check condition of valves
Inspect that screen is clean and secure
Inspect fan motor, bearing and drives
Inspect spray pump system and nozzles
Inspect bearing wear and replace lubricant in motor bearings
<b>Cooling Tower and Closed Loop (chilled and condenser) Monthly Water Treatment</b>
CLOSED CIRCUIT COOLING WATER SYSTEMS
Check that there is power to the dosing and control units
Check to see that all pumps are primed and operational
Check anti corrosion and scale chemical concentration on all circuits and top up if necessary
Check and set if necessary, the microbicide 7 day timers

Refill biocide brominators
Clean all bleed strainers and TDS probes
Check the calibration of the TDS controllers and reset if necessary
Check the operation of the bleed solenoid valve and clean if necessary
Check that there is no overflow from the tower sumps
Note the water meter readings of the makeup water to the cooling towers
<b>OPEN RECIRCULATING WATER TESTING</b>
A makeup water sample together with water samples is drawn from each of the cooling towers will be tested as follows : Total Hardness, Calcium Hardness, Alkalinity, TDS, Chlorides, Ph
Chemical level – Scale / Corrosion inhibitor/biocide
Adjustments to be made to the automatic dosing and control equipment, based on the results found, if required
<b>Cooling Tower (Annually)</b>
The tasks listed are high level / minimum tasks. The <i>Contractor</i> is expected to complete all tasks as OEM requirements,
Perform detail inspection on structure, piping and valves
Perform deep cleaning
Add chemicals as per OEM recommendations
Service all equipment
<b>Split / Console Unit (Quarterly)</b>
THE FOLLOWING TASKS MUST BE PERFORMED ON THE INDOOR UNIT
Check and clean filters
Check that the evaporator fins are clear of dirt and comb fins if necessary
Check heating operation

Check cooling operation
Inspect fan motor and blades
Inspect circuit board
Check that the expansion valves are operating correctly, repair or replace if necessary
Check condensate lift pumps and check that drain is clear from foreign particles
Test refrigerant system for leaks using an electronic leak detector
Check that there is water in the condensate traps, fill u-trap with water where necessary
Check that condensate freely flows to the main drain
Record supply and return temperatures
Check thermostat operation
THE FOLLOWING TASKS MUST BE PERFORMED ON THE OUTDOOR CONDENSER UNITS
Check operating conditions, (i.e. discharge/suction pressures)
Check all electrical connections are secure
Test refrigerant system for leaks using an electronic leak detector
Remove the fan guard, confirm that the fan is correctly aligned, secure on the motor shaft is free to rotate and operate
Check the securing bolts on fan motor compressor and tighten if necessary
Inspect the refrigerant controls
Inspect all refrigerant devices
Inspect all electrical devices (i.e. transformer relays, contactor etc.)
Examine the condenser coil condition and comb fins if necessary
Inspect refrigerant piping insulation
Inspect condensate pump
THE FOLLOWING TASKS MUST BE PERFORMED ON THE CONTROLLERS
Check correct operation on LCD screen

Check the display for correct temperature settings
Check the time clock is correctly set and that program start and stop times are set held controllers
Check presence and numbers of handheld controllers
THE FOLLOWING TASKS MUST BE PERFORMED ON THE CONTROLLERS SYSTEM REFRIGERANT
Determine type and quantity of refrigerant in the system
Record any leakage, recovery or recycled refrigerant
<b>AIR HANDLING UNITS MONTHLY</b>
Check for condensate carry-over and that drains are clear
Vent air from cooling coils
Inspect bearing wear and replace lubricant in motor bearings
Check drive belt tension, alignment and condition
Ensure all drive belt guards are properly fitted
THE FOLLOWING TASKS MUST BE PERFORMED ON THE AIR HANDLING FILTERS
Ensure that any damaged seals or fasteners are replaced
Inspect Reusable (Washable) Filter elements condition
Clean and replace Reusable (Washable) Filter elements as per manufacturer's recommendations
Clean and examine Pressure gauges and thermometers
Test Pressure gauges and thermometers against known standard, re-calibrate as necessary
Examine general manometer condition
Examine fluid in manometers Replace as necessary
Test manometer against known standard, re-calibrate as necessary
<b>THE FOLLOWING TASKS MUST BE PERFORMED ON THE AXIAL AND PROPELLER FANS (Annually)</b>
Inspect/replace/clean all air filters and clean of loose dirt



Check noise and vibration
Inspect and lubricate bearings as necessary This does not apply to pre-packed bearings
Check bearings for end play and wear Do not over pack with grease
Clean around grease nipple
Clean and inspect housing for looseness and corrosion
Inspect impeller for tightness
Check impeller fan rotation
Clean impellers and ensure no buildup of dirt
Check impeller mounting and check fan blade wear (where accessible)
Check Sheaves and bearing collar tightness
Check and tighten mounting bolts as necessary
Check Anti-vibration mountings effectiveness
<b>THE FOLLOWING TASKS MUST BE PERFORMED ON THE DAMPERS (6 MONTHLY)</b>
Check damper position and ease of movement and security of locking devices
Clean dampers and touch up
Record damper operation parameters
Check damper motor for correct operation
Ensure that damper opens and closes to desired positions
Ensure damper blades on shaft are secure and are correctly aligned
Check damper overload settings
Check dampers for wear and lubricate if appropriate
Check Ducting balance and flexible mounting
<b>THE FOLLOWING TASKS MUST BE PERFORMED ON THE BMS FRONT-END PC'S AND FIELD EQUIPMENT (Monthly)</b>
Examine terminal connections
Examine condition of wiring

Check actuator mounting
Check responses of actuators and primary elements
Check effective operation
Clean and Examine 'front end' PCs
Clean and Examine Visual Display Screens
Test disc drives
Clean and examine keyboard and mouse
Resolve alarms
Test communication
<b>Air Handling Units Yearly</b>
Check drive pulley alignment and security
Lubricate Damper pivots and linkages lightly
Check Cooling and heating coils condition and clean
Check air and water pressure drops across coils
Thoroughly clean Air Handling Unit interior and check for corrosion on re-assembly check for air tightness
Clean Air Handling Unit heating and cooling coils, fan impellers, eliminator plates and other fittings
Check Air flow and stop any bypass air around filter
On removal ensure trapped dust remains in the filter medium
Thoroughly clean Filter housing ductwork and floor including surrounding
Inspect Housing for damage and/or corrosion
Remove and replace Disposable Filter elements at manufacturer's recommended final airflow pressure
<b>THE FOLLOWING TASKS MUST BE PERFORMED ON THE AXIAL AND PROPELLER FANS (Monthly)</b>
Inspect Motor assembly condition

Clean motor and windings (where accessible)
Check and clean Wall intake/wall discharge louvers
Clean and check Automatic shutters correct operation
<b>THE FOLLOWING TASKS MUST BE PERFORMED ON THE CENTRIFUGAL AND INLINE DUCT FANS (Monthly)</b>
Inspect housing for looseness
Clean housing of touch fan casing and mounting frame
Inspect motor assembly
<b>THE FOLLOWING TASKS MUST BE PERFORMED ON THE DUCT WORK (SIX MONTHLY)</b>
Inspect access doors for any loose panels and secure
Test Internal cleanliness in accordance with HVAC TR/19
Check Flexible connections condition, leaks and secure fittings
Inspect insulation for any damage or deterioration
Check Supports and Anti-vibration mounts to ensure all fixings are secure and that all Anti-vibration mountings are effective
Inspect Attenuators internally
Repair Attenuators surfaces of sound insulation where necessary
Inspect Attenuators externally
Clean Attenuators off any rust and repaint as necessary
Examine, check and clean Internal grilles
Examine Internal grille fixings, tighten as necessary
Check Ducting insulation
a) Check Ducting insulation
b) Repair Ducting air leaks
c) Repair Ducting rust spots

<b>THE FOLLOWING TASKS MUST BE PERFORMED ON THE ENERGY CONTROLS SYSTEMS MAINTENANCE (MONTHLY)</b>	
Check Motor Control Panel overload operation and set points	
Check Motor Control Panel insulation resistance	
Check Motor Control Panel earth impedance	
Check Motor Control Panel circuit breakers isolators, fused starter switches Pilot light, electrical wiring form main isolator	
Check Motor Control Panel connections for tightness and Examine condition of panel wiring	
Calibrate Motor Control Panel volt and ammeters	
Check all cable ways	
Examine condition of thermostats/sensors	
Examine fixings	
Examine enclosure	
Interrogate controller and determine operational parameters Compare to design parameters as specified in logbook	
Test operation of functions and over-rides	
Download settings and retain copy in logbook and in a secure location	
Examine all modems and communication system	
Test operation	
Examine inter-connecting cables	
Examine wiring and terminals	
Service as per Supplier recommendations	
Record monthly power usage	
Check physical of plant rooms and report on any unauthorized use of plant areas	
Report in writing to Employer/Engineer any items which require urgent attention or repair /replacement at the service	

## ANNEX C

**SERVICE LEVEL AGREEMENT****1. Performance objectives**

Normal airport operational hours shall be **from 04:00 to 22:30** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time on the HVAC System for routine maintenance shall be arranged with the Airport Management Centre one months in advance to suit airport operations.

**Minimum Staffing Schedule**

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly but not limited to the listed resources:

<b>Skill</b>	<b>Days per week</b>	<b>Hours</b>
Site Manager	5	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer
Refrigeration Technician	5	Mon-Fri (08:00-17:00), and whenever deemed necessary by the Employer
Technician Assistant	5	Mon-Fri (08:00-17:00) and Whenever deemed necessary by the Employer or the Artisan

\* The Contractor must maintain at all times the above **minimum** staff and should price accordingly but not limited to the listed resources.

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

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

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

## 2. Availability, mean time before failure and mean time to repair

The Contractor must comply with the following minimum system performance benchmarks:

\*The Period of review shall be Monthly.

Item	Benchmark*
Overall System - Availability	Availability must be a minimum of 99.5% per month.
% of planned maintenance completed per month	100%
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed within the first 5 working days of the next month –(Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed within 2 working days from date of issuing to contractor– (Issued by ACSA either by mail or manual collection)

## 3. Emergency Response time

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- ❖ Works or services will result in Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,
- ❖ Interruption of essential or Business services and
- ❖ Any other relevant consideration.

**The response time shall be:**

**30** minutes during normal working hours

**90** minutes after hours

## 4. Guarantees

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

Defect free liability period – preventative maintenance	The defect free period will be no less than the interval between preventative maintenance intervals.
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.

## 5. Assessments and Reviews

- Monthly assessment/review shall be done according to this NEC contract.
- Safety issues and file reviewed quarterly or as per Safety department frequency.
- The contractor will be assessed and scored monthly also through the ACSA supplier development system or any other ACSA system.

## 6. Low service damages

### Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages. Any claims directed at ACSA as a result of the equipment being unavailable **will be for the account of the Contractor**. The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to (e.g. any authorised ACSA employees and any internal and external audits).

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

### Low service damages tables

Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

KPI	Operating Parameters	Low Performance Damages from Monthly Payment Fee
Carrier Chillers - operates at full-service duty	99.5% target availability. Chiller units operating and available per month and these must be operating at name plate design parameters	1% charge for every % below the target
Trane Chillers - operates at full-service duty	99.5% target availability per month. Chiller units operating and available per month and these must be operating at name plate design parameters	1% charge for every % below the target
Cooling towers All towers to operate at full service per set - configuration	99.5% target availability per month. Cooling tower operating and availability to perform within name plant design parameters with TDS level of 1000 ppm i.e. to prevent water consumption and excessive discharge	1% charge for every % below the target
AHU/FCU	99,5 target availability per month. AHU & FCU availability which should perform within operating temp of 22°C considering ambient tempt. Off coil temp and space temperature	1% charge for every % below the target
Split Units & DX System	99,5 target availability per month. Split units and DX System availability should perform within operating temp of 22°C	1% charge for every % below the target

Smoke Fans /Extraction Fans	99,5 target availability per month. Smoke Extraction and Fresh Air fans availability	1% charge for every % below the target
DX- Split Units on Core Rooms - Wire Centers & Substations	99,5 % target availability per month. Core / Wire Room cooling system availability within operating temperature of between 20- 22	1% charge for every % below the target
BMS	Nonresponse to sensor that are out of calibration for 2 days without being rectified	R500 per day over target
Response time to breakdown and resolution	More than 30 minutes response time during normal working hours and 90 minutes after working hrs per month average	R100 per incident over the target
	More than 24 hrs to resolve a fault when spare parts are available	R500 per day over target
Corrective work	All corrective maintenance work with spares not available on site must be attended and closed within 7 working days after a purchase order (PO) has been issued	R500 per day over target
Plan Maintenance vs Corrective Maintenance	90/10 percentage will apply in ensuring reduction on corrective maintenance and defect free liability as per NEC will be applicable for corrective works	5% of monthly fee if target not met
Submission of PM and HVAC system performance reports	100% of preventative maintenance work orders to be actioned and returned the 1st week of the following month and HVAC System performance reports	R500 per day over target
Conduct RCA and provide report for breakdowns	Within 24 hours for minor incident and 48 hours for major incidents	R500 per day over target
Safety Infringements and non-compliance	Not wearing proper PPE	R1000 per incident
	Nonadherence to safety by: Working on heights without harness Unsafe Platform i.e. Scaffolding and ladders Hot works without permits and welding screen	R2000 per incident
	Adherence to Safety OHS Act and Safety File reviews i.e. risk assessment Working on live system without isolation/ proper lock out procedure	R2000 per incident
Defect Free	Failure to adhere to defect free period.	R3000 per incident

## 7. Internal and external factors

A list of some of the internal and external factors which may affect equipment availability and are beyond the contractor's control are listed in Annex G.

## ANNEX D



## **CLEANING OF DUCTING (SUBCONTRACTED SERVICE)**

### **Ducts Cleaning Specification:**

#### **Company experience:**

Service providers to produce proof that their personnel are trained on:

- Duct cleaning method
- Confined space entry

The duct cleaning must be done in accordance with [SANS 1850: 2012](#) or SANS 1850: 2014 or any latest edition.

The scope includes , *fans, ducts, and other appurtenances that shall be cleaned to bare metal at minimum intervals of six months.*

#### **Certification**

Upon completion of the cleaning of the Kitchen Extraction System and in accordance with [SANS 1850:2012](#) Clause 12.3.3:

- After cleaning has been completed, the cleaning contractor shall:
- Place or display, within the kitchen area, a certificate that indicates the date on which the cleaning was done and the name of the servicing company. It shall also indicate areas that were not cleaned.
- Issue a safety disposal certificate for all grease removed from the site.

#### **Method of cleaning:**

1. Pre-work requirement- Confined space requirement:

The worker prior to entering the confined space will ensure that all necessary precautions and procedures are in place to their satisfaction and then sign the Confined Space "Safe Entry Tag".

- Will wear all Personal Protective Equipment assigned to them, to ensure their safety and health according to the hazards of the confined space job.
- Will inspect and use equipment and tools required to do the jobs inside the confined space, according to safe work practices and procedures.
- Will monitor conditions inside the confined space and if conditions should change inside that are not accounted for on the "Safe Entry Tag" they will discontinue the work and exit the confined space until the new hazards have been addressed.

#### **2. Actual work method**

- The service provider to manually hand wipe surfaces of the ductwork system
- Manually hand scrape any heavy deposits from the ductwork surfaces
- Chemicals are to be used to dissolve or soften deposits so they can be scraped off
- Mechanical brushing via machine methods to remove or dislodge deposits can be utilized

The service provider to issue a report after each service containing the following:

- The system(s) cleaned
- Pre-clean measurements (as per System Testing)
- Post-clean measurements
- Photographic records

- Additional works carried out (if any)
- MSDS for any chemicals used\*
- Recommendations for future cleaning requirements
- Observations on the condition of the duct-work system
- A sketch or schematic of the system indicating access panel and testing locations and highlighting any uncleaned areas with a written explanation as to why the area could not be accessed/cleaned\*
- A full and detailed report will be issued as well as a certificate confirming the work carried out as well as the date for the next clean.

**Areas and components covered:**

- Extractor fan
- Extraction ducting cleaning
- Access panels

**PROCEDURE FOR CONFINED SPACE ENTRY**

1. Identifying the work area as a confined space.
  2. Conduct a hazard assessment of the confined space.
  3. Classify the confined space as an A, B, or C confined space.
  4. Post the confined space classification at/near the confined space.
  5. Train the workers in confined space entry procedures and review the hazard assessment for the confined space.
  6. Prepare the confined space for entry by purging or ventilating the tank if there are hazardous atmosphere toxins, lack of oxygen, or an oxygen-enriched environment.
- Note;** Oxygen content must be between 19.5% and 21.4%.
- . Complete a "Safe Entry Tag" that will put into action Gas tests, Safety Procedures, Equipment to be used i.e. (ventilation, electrical with (GFI), tools), Personnel Protective Equipment, Potential hazards, Location of vessel/tank, Description of work, Lockout required, Safety watch required, Communication system to be used, Rescue equipment and personnel in-place, Duration of confined work, Date and time of entry, Names of all workers entering the confined space, Signature of qualified "Safe Entry Tag" issuer, Safety watch and the signature of a qualified worker accepting the "Safe Entry Tag".
8. Once all criteria on the "Safe Entry Tag" have been completed, the worker(s) can enter the confined space.
  9. Once the confined space work has been completed, the "Safe Entry Tag" issuer will inspect the confined space to ensure all workers, tools, and equipment have been removed.
  10. The "Safe Entry Tag" issuer will then sign off on the tag, that this confined space work has been completed.
  11. All completed "Safe Entry Tags" will be filed and kept by month and year.

## ANNEX E

**Site Information****Description**

The *services* are situated at various areas of King Shaka International Airport.

**General Site Conditions**

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 60%
Wind	28m/s
Height above Sea Level	1,680 m
Slope(Existing/Modified)	Level
Seismic	N/A



## ANNEX F

**RISK ASSESSMENT****OHS Risks**

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Maintenance of HVAC System	Injuries, fatalities.	Oil spillage	Procedure	ARFF department on standby if required. Contractor to have a spill containment kit to contain the spill, while ARFF is contacted through the IMCC.
2	Operations: M&E	Mechanical	Maintenance of HVAC System	Occupational injury	Flying Objects	Procedure	Eye and Hand protection must be worn (Wear of Safety Glasses). Record of receiving PPE is to be kept on file,
3	Operations: M&E	Mechanical	Maintenance of HVAC System	Fire hazard, injuries, fatalities.	Hot work conducted such as grinding, welding	Procedure	Hot work permit be issued prior commencement of work. Fire equipment to be serviceable.
4	Operations: M&E	Mechanical	Maintenance of HVAC System	Occupational injury	Tripping Hazard	Procedure	Demarcate Working Area Ensure the slippery or tripping hazards are removed
5	Operations: M&E	Mechanical	Maintenance of HVAC System	Hearing loss	Noise generated from the aircraft and dollies	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
6	Operations: M&E	Mechanical	Maintenance of HVAC System	Aircraft damage, fatalities	persons and vehicle in the airside	Training	On the job training is performed after Airside Induction Training is received.
7	Operations: M&E	Mechanical	Maintenance of HVAC System	Aircraft damage, fatalities	Moving Machinery	Training, Procedure	Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.

8	Operations: M&E	Mechanical	Maintenance of HVAC System	Occupational injuries	Hand Injury	Training, Procedure	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
9	Operations: M&E	Mechanical	Maintenance of HVAC System	Property damage, vehicle damage, injuries	Driving of vehicles at airside	SWP	AVOP training should be done by drivers with valid driver's license. Vehicles should be deemed serviceable or roadworthy by safety department.

### Administrative Risks

Risk Number	Risk Description and Mitigations
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
6	Not meeting set MTTR target; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; low service damages will be levied, and failing rehabilitation, the contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; low service damages will be levied and failing rehabilitation, the contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract

11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be paid on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation. low service damages will be levied, and failing rehabilitation, the contract will be terminated as specified in this contract
14	Any change in the law that is reinforced as per clause X2(Changes in the law)

## ANNEX G

## INTERNAL AND EXTERNAL FACTORS

Below is a list of internal and external factors which may affect equipment availability and are beyond the contractor's control:

	Type	Comment
External resources	Utilities	
	Water	-It impacts availability
	Electricity	-It Impacts on availability from operations view
	Gas	-No impact to reliability/Maintainability.
	IT Support and other interfaces	-It Impacts on availability from operations view
External causes	Outside Operating conditions/parameters	-It Impacts on availability from operations view
	Operator fault/incorrect operations	-Impact on availability from operations view
	Damage by others( users and Third parties)	-Impact on availability from operations view
Other	Lack of information/Drawings	-Impact on availability from operations view
	Lack of access due to no fault of the contractor after they have requested access timeously	-Impact on availability from operations view
	Equipment's under Projects	-Impact on availability from operations view
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	-Affect Maintainability

**ANNEX H (Contractor to fill in)**

**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 the Employer. The Employer 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 (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all 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 the Employer 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 the Employer property. It is the Contractor's responsibility to determine the location of these areas.</li> <li>No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>Waste shall be separated as general or hazardous waste.</li> <li>General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>Contractors must keep on file:               <ol style="list-style-type: none"> <li>The name of the contracting waste company</li> </ol> </li> </ul>



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

### Low Service Damages

Low service damages shall be imposed by the Employer 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 low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_

\_\_\_\_\_ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at: \_\_\_\_\_ (airport name).