

THE CONTRACT

PART C1

AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF A SERVICE PROVIDER TO RENDER A SERVICE FOR THE MAINTENANCE OF AIRFIELD GROUND LIGHTING, ISOLATION TRANSFORMER AND AIRFIELD GUIDANCE SIGNAGES FOR A THREE (03) YEAR CONTRACT AT O.R. TAMBO and Bram Fisher INTERNATIONAL AIRPORT

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

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

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

The Bidder confirms that they have read the Contract referred to in C1.2 Contract Data.

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 Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Bidder / Entity's Name

:

Represented By

:

Capacity

:

Signature

:

Date

:

C1.1 FORM OF OFFER AND ACCEPTANCE

For the Bidder:

(Insert name and address of organisation)

Bidder / Entity's Name :

Address :

Witness Name :

Signature :

Date :

B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Bidder'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 Bidder's Offer shall form an agreement between the Employer and the Bidder 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:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Attached Appendices

And the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid 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, which must be duly signed by the authorized representatives of both parties.

The Bidder 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 other 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 Service Provider) within five 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.

Name of Employer :

Address :

Telephone Number :

Facsimile Number :

Name
(of person authorised to
sign on behalf of the
Bidder) :

Capacity

:

Signature

:

Date

:

Witness Name

:

Signature

:

Date

:

C1.1 FORM OF OFFER AND ACCEPTANCE

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the Bid documents issued by ACSA prior to the Bid closing date is limited to those permitted in terms of the Bid Data and the Conditions of Bid.

A Bidder's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject

:

Details

:

2. Subject

:

Details

:

3. Subject

:

Details

:

4. Subject

:

Details

:

5. Subject

:

Details

:

C1.1 FORM OF OFFER AND ACCEPTANCE

By the duly authorized representatives signing this Schedule of Deviations, ACSA and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and ACSA 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 Bid 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.

For the Bidder:

Bidder / Entity's Name

:

Address

:

Name

:

Signature

:

Date

:

Witness Name

:

Signature

:

Date

:

C1.1 FORM OF OFFER AND ACCEPTANCE

For the Airports Company South Africa SOC Ltd.:

Name

:

Signature

:

Date

:

Witness Name

:

Signature

:

Date

:

C1.2 CONTRACT DATA

PART 1: C1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

ACSA's Service Agreement based on the **NEC3 Term Service contract** (April 2013) will apply.

Interpretation of the contract:

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

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

General Conditions of Contract

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

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list W1: Dispute resolution procedure
	and secondary Options:	X1: Price Adjustment for inflation X2: Changes in the law X18: Limitation of Liability (as amended in Option Z) Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	O R Tambo International Airport Private Bag X1 3 rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	
10.1	The <i>Service Manager</i> is:	
	Address	O R Tambo International Airport Private Bag X1 3 rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	
	e-mail	
11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i>
11.2(2)	The <i>Affected Property</i> is	O R Tambo International Airport

11.2(13)	The <i>service</i> is	The Maintenance of Airfield Ground Lighting, Isolation Transformers and Airfield Guidance Signages 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	<p>1 Risk of financial loss and/or injury of persons due to the proximity of the <i>service</i> (or of persons performing the <i>service</i>, or of moving/stationary vehicles) to moving and stationary aircraft</p> <p>2 Risk register</p>
11.2(15)	The <i>Service Information</i> is in	The section titled <i>Service Information</i> included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	TBC
30.2	The <i>Service Period</i> is	3 years from the <i>starting date</i> , or when the 3-year contract value has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	Every 4 weeks, on the 15 th 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	within 30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.

6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .	
7	Title	No data is required for this section of the <i>conditions of contract</i> .	
8	Risks and insurance		
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<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 & 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 C1.4 to the <i>contract</i> (“the Insurance Schedule”).</p>
83.1	The <i>Contractor</i> provides these additional insurances	Professional Indemnity Insurance	<p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the <i>contract</i>.</p>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.	
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .	
10	Data for main Option clause		
A	Priced contract with price list	There is no Contract Data required for the main option clause.	

11 Data for Option W1

W1.1 The *Adjudicator* is**The person appointed jointly by the parties from the list of adjudicators contained below**

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

W1.2(3) The *Adjudicator nominating body* is:**The current Chairman of Johannesburg Advocate's Bar Council**W1.4(2) The *tribunal* is:**Arbitration**W1.4(5) The *arbitration procedure* is**The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)**

The place where arbitration is to be held is

Johannesburg, South Africa.

The person or organization who will choose an arbitrator

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

Option A The Contractor prepares forecasts of the final total of the Prices for the whole of the *Services* at intervals no longer than 4 weeks.

12 Data for secondary Option

X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
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> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate 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 excluded matters, is limited to:	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; <p>infringement of an intellectual property right</p>

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

Amendments to the Core Clauses	
Z1	Interpretation of the law

Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
Additional Z Clauses	
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:

- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works 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.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *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* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** 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*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

Z12.1	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Service Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Service Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
Z14	Intellectual Property
Z14.1	Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:
Z14.5.1	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or
Z14.5.3	the proper use of the Works.
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
Z15	Dispute resolution:
Z15.1	Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

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

Z17 BBBEE and Tax Clearance Certificates

Z17.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate and a Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z18	Communication
Z18.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more
Z18.2	The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z19	Delegation
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:
Z19.1	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The following matters will be included in the Risk Register	1. Early Warning
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C1.3 INSURANCE COMMITMENT

INSURANCES:

- Professional Indemnity, Public Liability, etc.
- Summary of Terms and other Matters Applicable to Employer Provided Insurance
- Insurance requirements for contracts below R50million on the Airside

1. PART 1: NOTES TO SCHEDULE:

- a. 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).
- b. 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.
- c. This Insurance Schedule is a generic term sheet generally applicable to the *Employer's* projects. In the circumstances:
 - (i) 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
 - (ii) 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.
- d. 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 bidder to obtain copies of the policies and satisfy itself of the actual terms as required by the bidder.

2. PART 2: ACSA MAINTENANCE CONTRACTS INSURANCE CLAUSE:

2.1. 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 R100 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

C1.3 INSURANCE COMMITMENT

- (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.
- (D) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.

2.2. 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.

C1.3 INSURANCE COMMITMENT

2.3. 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.

2.4. Bidder Acknowledgement:

- a. The bidder hereby acknowledges that, in the event of their bid being successful, the necessary insurance requirements shall be met prior to signing of the contract.
- b. Proof of insurance must be submitted to the satisfaction of ACSA upon award.

Bidder / Entity Name

:

Authorised Signatory Name

Duly Authorised Person to Sign

:

Position

:

Signature

:

Date

:

INCIDENT ADVICE FORM

NOTE: PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to: *From:

Aon South Africa (Pty) Ltd - Construction & Engineering

Attention: Priscilla Hart

1 Sandton Drive

Sandhurst, Sandton

2196

Tel No: +27 (11) 944 7974

E- mail: priscilla.hart@aon.co.za

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

DATE OF LOSS:

REPORTED TO SITE AGENT BY: DATE

REPORTED TO AON SOUTH AFRICA BY: DATE

Locality of Incident:

How did the loss /damage/injury/death occur (cause)?

Details and nature of loss /damage/injury/death:

Names and address of witnesses:

Estimated cost of repairs, if applicable (Separate records of all costs must be kept):

Who or what appears to be responsible for the loss /damage/injury/death:

Person whom assessor should contact:

Telephone, fax number and e-mail:

SIGNED BY:..... SIGNATURE:.....

COMPANY: DATE:

PART C2

PRICING DATA

C2.1 PRICE INSTRUCTION

1. PRICE AND B-BBEE:

This is the final stage of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 where Price will amount to 80 points, and B-BBEE will amount to 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the bid, *etcetera*. Pricing schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

2. PRICING INSTRUCTIONS:

- 2.1. Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.
- 2.2. Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 2.3. A detailed breakdown of costs to be attached.
- 2.4. All rates quoted as part of this bid will apply to ad hoc works as/when required (additional work outside scheduled maintenance).
- 2.5. Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly)

2.6. Bidder's Offers that contain correctional fluid will be disqualified

2.7. The use of correctional fluid is strictly prohibited and All corrections to be countersigned

2.8. Call Out Pricing

2.8.1. The cost on call outs will be claimed on proven call out and associated costs.

2.8.2. Where the repairs exceed two (2) hours the hourly rate quoted in the Labour Rate schedule will apply.

2.9. Permit costs:

- Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
- No mark-up to be levied on Permit costs.
- All employees will be checked for criminal records and no permit will be granted to those with criminal records.
- Cost for lost permits and new employees will not be reimbursed by ACSA.

2.10. 3rd Party Procured Items and Services:

- Spares, material and sub-contracted work will be charged at cost plus mark-up.
- VAT shall not form part of mark-up calculations.

- The procured spares/materials quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
- All material supplied must be SABS approved.

2.11. The Bid offer must be inclusive of VAT.

2.12. The VAT portion must be indicated separately.

2.13. Payment for this contract will be against proven cost.

2.14. Annual Increases will be negotiated with CPI (averaged) being the maximum granted.

C2.2 PRICING SCHEDULES / PRICE LIST

1. Pricing:

The following Price List is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

Price No1: Preliminary and General FAOR

Item	Description	Unit	Qty	Rate	Price
1	Access permits: Airside induction training, airside vehicle driving permit and permit application	Each	8		
2	Airside Vehicle permit	Each	2		
3	Compliance to OHS-ACT regulations (Safety File)	Sum	2		
4	Insurance (Other, excluding ACSA required insurance)	Sum	1		
5	PPE	Sum	1		
6	Site Establishment (erection and demolishing)	Sum	1		
7	Cell phones and two-way radios	Sum	1		
8	Squitter higher	Each	3	R 8 500	R25 500
Total price list No1: Preliminary and General FAOR, carried forward to summary					

Price No2: Preliminary and General FABL

Item	Description	Unit	Qty	Rate	Price
1	Access permits: Airside induction training, airside vehicle driving permit and permit application	Sum	1		
2	Compliance to OHS-ACT regulations (Safety File)	Sum	1		
3	Insurance (Other, excluding ACSA required insurance)	Sum	1		
4	PPE	Sum	1		
5	Site Establishment (erection and demolishing)	Sum	1		
6	Cell phones and two-way radios	Sum	1		

Total price list No2: Preliminary and General FABL, carried forward to summary	
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- Permits payment at contract initiation and at year two
- Permit cost will be paid on proven cost

Price List No3: Fixed Preventative Maintenance FAOR

Note: refer to the scope of work for specific detailing when pricing

Item	Description	Unit	Qty	Frequency /year	Rate	Price
1	Cleaning and Photometric testing: Runway TDZ and Centre line	Each	624	96		
2	PAPI cleaning, angle checks and alignment	Each	64	24		
3	Runway, edge, end and Threshold, cleaning and photometric testing	Each	264	4		
4	Runway approach lights white/red. Elevation angle settings and cleaning	Each	855	1		
5	Torquing all insert light fittings	Each	1883	2		
6	Cleaning of all mandatory guidance signages	Each	364	2		
Total price list No3: Fixed Preventative Maintenance FAOR, carried forward to summary						

Price List No4: Ad-hoc Maintenance FAOR

Item	Description	Unit	Qty	Rate	Price
1	Uprooting, core drilling and installation of an 8inch insert light fitting base on a tarred surface	Each	196		
2	Uprooting, core drilling and installation of an 12inch insert light fitting base on a tarred surface	Each	15		
3	Secondary fault repairs: Slot cutting, laying 75m of 4mm ² AGL secondary cable and resin filling and connecting to the base	Each	20		
4	Primary Cable and connectors replacement	m	1000		
Total price list No4: Ad-hoc Maintenance FAOR, carried forward to summary					

Price List No5: Ad-hoc Maintenance FABL

Item	Description	Unit	Qty/ yr	Rate	Price
1	Uprooting, core drilling and installation of an 8inch insert light fitting base on a tarred surface	Each	6		
2	Uprooting, core drilling and installation of an 12inch insert light fitting base on a tarred surface	Each	8		
3	Secondary fault repairs: Slot cutting, laying 75m of 4mm ² AGL secondary cable and resin filling and connecting to the base	Each	10		
4	Primary Cable and connectors replacement	m	1000		
	PAPI cleaning, angle checks and alignment	Each	2		
	Runway, edge, end and Threshold, cleaning and photometric testing	Each	2		
	Torqueing all insert light fittings	Each	2		
	Cleaning of all mandatory guidance signages	Each	2		
Total price list No5: Ad-hoc Maintenance FABL, carried forward to summary					

Price List No6: Call outs FAOR

Description	Quantity / year	Call out fee	Total/ year
Call outs			
Call out including first hour on site and travelling fee	196		
Price List No6: Total call out fee FAOR, carried forward to summary			

Price List No7: Call outs FABL

Description	Quantity / year	Call out fee	Total/ year
Call outs			
Call out including first hour on site and travelling fee	12		
Price List No7: Total call out fee FABL, carried forward to summary			

Price List No8: Labor Rates FAOR

Description	Quantity / year	Rate	Total/ year
Electrician	196		
Civil Technician	196		
Price List No8: Total Labor Rates FAOR, carried forward to summary			

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

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

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

Price List No9: Labor Rates FABL

Description	Quantity / year	Rate	Total/ year
Electrician	12		
Civil Technician	12		
Price List No9: Total Labor Rates FABL, carried forward to summary			

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

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

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

Price list No10: AGL Spares FAOR

Item	Description	Unit	Qty	Price
1	8"LED runway centre line light fitting (W/W)	Each	5	
2	8"LEDDRS/A-2 runway centre line light fitting (R/W)	Each	2	
3	8"LED runway edge light fitting (W/W)	Each	2	
4	8"LED runway edge light fitting (R/W)	Each	2	
5	8"LED taxiway centre line light fitting (G/G)	Each	5	
6	8" shallow base	Each	1	
7	12" shallow base	Each	1	
8	12" insert approach light fitting (W)	Each	2	
9	DTS/A-1-8" LED stop bar light fitting (R/N)	Each	5	
10	Runway guard LED light fitting (Y-flashing)	Each	1	
11	UEL-1-150- Approach light fitting-halogen type (R or W)	Each	2	
12	8" runway threshold light fitting (G)	Each	1	
13	8" runway end light fitting (R)	Each	1	
14	8" runway threshold/end light fitting (G/R)	Each	1	
15	Elevated LED taxiway light fitting (B)	Each	1	
16	8" taxiway centre line light fitting (Amber/G)	Each	1	

17	DTS/A-2-8" RETIL (Y/N)	Each	2	
18	8" Touch down zone light fitting (white)	Each	2	
19	Primary Plugs and connectors	Each	50	
20	DTS/A-1-8" LED LEAD OFF/ON LIGHTS (G/N)	Each	5	
21	LED OBSTRUCTION LIGHTS	Each	2	
22	PAPI INDICATOR LIGHT FITTING INNER LENSE (R)	Each	6	
23	8" TAXI WAY EDGE INSET LIGHT FITTING (B)	Each	6	
24	PVL/2 LED STRIPS (W)	Each	1	
25	TRANSFORMERS	Each	0	
26	PCB 1590 PVL HP LED BOARDSPC BOARDS	Each	6	
27	PCB 1576 PVL HV LED BOARDS	Each	6	
28	600mm MOUNTING LEGS FOR HEIGHT LEGEND PANELS	Each	10	
29	800mm MOUNTING LEGS FOR HEIGHT LEGEND PANELS	Each	10	
30	PVL SIGN TOROIDAL POWER ADAPTER TRANSFORMER	Each	1	
31	MOUNTING FLANGES FOR 688 7 800 LEGS	Each	10	
31	RED ABS FILTERS	Each	5	
32	8"FTC-2 G/YFITTINGS	Each	5	
33	REV H 44A6122/C PC board: Runway Guard lights	Each	4	
34	Man-hole lit	Each	2	
35	WINDSOCKS	Each	14	
36	FRANGIBLE COUPLINGLES	Each	10	
37	Secondary plugs and connectors	Each	20	
38	PAPI connectors blocks for halogen type fittings	Each	20	
Total Price list No10: AGL Spares FAOR, carried forward to summary				

Price list No11: AGL Spares FABL

Item	Description	Unit	Qty	Price
6	8" shallow base	Each	1	
7	12" shallow base	Each	1	
9	8" LED stop bar light fitting (R/N)	Each	5	
10	Runway guard LED light fitting (Y-flashing)	Each	1	
14	Elevated runway threshold/end light fitting (G/R)	Each	4	
15	Elevated LED taxiway light fitting (B)	Each	6	
19	Primary Plugs and connectors	Each	10	
22	PAPI INDICATOR LIGHT FITTING INNER LENSE (R)	Each	6	
23	8" TAXI WAY EDGE INSET LIGHT FITTING (B)	Each	1	
24	PVL/2 LED STRIPS (W)	Each	1	
26	PCB 1590 PVL HP LED BOARDSPC BOARDS	Each	2	
27	PCB 1576 PVL HV LED BOARDS	Each	2	

28	600mm MOUNTING LEGS FOR HEIGHT LEGEND PANELS	Each	2	
29	800mm MOUNTING LEGS FOR HEIGHT LEGEND PANELS	Each	2	
30	PVL SIGN TOROIDAL POWER ADAPTER TRANSFORMER	Each	1	
31	MOUNTING FLANGES FOR 688 7 800 LEGS	Each	2	
31	RED ABS FILTERS	Each	1	
33	REV H 44A6122/C PC board: Runway Guard lights	Each	2	
36	FRANGIBLE COUPLINGLES	Each	2	
37	Secondary plugs and connectors	Each	10	
38	PAPI connectors blocks for halogen type fittings	Each	10	
Total Price list No11: AGL Spares FABL, carried forward to summary				

Contract value

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

Summary: Maintenance of AGL systems-year maintenance expenditure

Description	Total (excluding VAT)
Total price list No1: Preliminary and General FAOR, carried forward to summary	R
Total price list No2: Preliminary and General FABL, carried forward to summary	R
Total price list No3: Fixed Preventative Maintenance FAOR, carried forward to summary	R
Total price list No4: Ad-hoc Maintenance FAOR, carried forward to summary	R
Total price list No5: Ad-hoc Maintenance FABL, carried forward to summary	R
Price List No6: Total call out fee FAOR, carried forward to summary	R
Price List No7: Total call out fee FABL, carried forward to summary	R
Price List No8: Total Labor Rates FAOR, carried forward to summary	R
Price List No9: Total Labor Rates FABL, carried forward to summary	R
Total Price list No10: AGL Spares FAOR, carried forward to summary	R
Total Price list No11: AGL Spares FABL, carried forward to summary	R

Total Form of Offer excluding VAT	R
Total Form of Offer including VAT	R

Mark-up (third party procured items/services)

Cost	Mark-up
R 0.00 – R 19,999.99	%
R 20,000.00 – R 99,999.99	%
R 100,000.00 or more	%

COST SHALL BE NET COST (EXCLUDING VAT) OF PARTS DELIVERED TO SITE WITH ALL DISCOUNTS DEDUCTED.

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

Description	Total (VAT exclusive)
Total Year 1	R
Total Year 2 (year 1 plus CPI escalation*)	R
Total Year 3 (year 2 plus CPI escalation*)	R
Total Contract Value to be carried forward to the form of offer.	R

*Contract values will be increased/decreased per the current index stipulated in Statistic SA – Consumer Price Indices - all income groups. **6% escalation should be used for illustrative purposes.**

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience in the maintenance of Maintenance of AGL Fitting and lighting or similar works. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the Maintenance of AGL Fitting and lighting.

ELECTRICIAN

- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems safe and fit for use on monthly basis
- At least 2 years working experience in the of Maintenance of AGL Fitting and lighting.

CIVIL TECHNICIAN

- Properly trained in category of work that he is required to perform
- Properly trained and have working experience in the of Maintenance of AGL Fitting and lighting.

PART C3

SERVICE INFORMATION (SCOPE / SPECIFICATIONS)

C3 SCOPE OF WORKS

1. PURPOSE

Maintenance of Airfield Ground Lighting, Guidance Signages, Isolation Transformers, primary and secondary cables for a period of 3 years at O.R. Tambo International Airport

1.1. DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of Airfield Ground Lighting, Guidance Signages, Isolation Transformers, primary and secondary cable infrastructure at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will maintain the Airfield Ground Lighting, Guidance Signages, Isolation Transformers, primary and secondary cable facility at OR Tambo International Airport which is located airside manoeuvring area. The Contractor will be appointed directly by the Airports Company of South Africa.

Overview of the works

The objective is to maintain the serviceability of **Airfield Ground Lighting, Guidance Signages, Isolation Transformers, primary and secondary cables at O.R. Tambo International Airport** in a sustainable manner while ensuring compliance to SACAA CATS139, ICAO DOC 9137 AN/898 Part9 Aerodrome maintenance manual, CAR 139.2.22(2) and CAT2 ICAO Annex 14 Volume 1 Edition 6 as amended.

There's a combination of LED and tungsten halogen type light fittings, insert and elevated light fittings. The light fixtures are installed on both runway's and taxiway's. The contractor shall ensure that all maintenance works undertaken under this contract complies with the required legislation. All installations shall follow the OEM specifications and guidelines. The contractor shall ensure that plant and materials used for any part of this contract is fit for purpose and are calibrated where applicable.

All the systems and equipment, unless otherwise specified, shall comply with the requirements of Facility Performance Category II as specified by the International Civil Aviation Organisation (ICAO), referred to as "The Aerodrome Design and Operations Manual", Volume 1, Annex 14 fourth edition – July 2004 and Amendments.

Taxiway and Runway lighting in particular to be in accordance with ICAO Volume 1, Annex 14, Chapter 5 as well as Aerodrome Design Manual Part 4: Visual Aids and Part 5: Electrical Systems.

General Requirements for insert lighting spare parts:

- All light fittings shall comply with ICAO Annexure 14, Vol 1 (Latest Edition)
- The lamp source shall be LED and shall meet the functional requirements of the standard noted
- The lights shall be suitable for use under Category I, II and III Conditions
- Nominal luminous source lifetime of minimum 50,000 hours at full intensity is required

- Power consumption shall not exceed 20 VA (per side) with minimum power factor of 0.75
 - Beam colour to be achieved without the aid of colour filters
 - The fittings shall be fixed onto an 8" or 12" diameter base unless noted otherwise
 - The fittings shall be suitable for use on existing Tungsten lights installations
 - The lens shall be "user-replaceable" without the need to apply sealing compound
 - The projection above ground shall not exceed 12.7 mm for insert fittings.
-
- Light Basis: All inset lighting shall be installed in approved light bases. The size of the base shall match the lighting requirement and withstand specified surface loading. Both "deep:- and "Shallow" bases are required
 - Runway Guard Light (Elevated): 1. Two 100W/6.6A Lamps rated at 1,000 hours, Alternating flashes at 45 - 50 per minute, adjustable light beam at 0° to 20° vertically and ±20° horizontally. Fitting shall include frangible column and lens shall be "Traffic Signal Yellow"
 - Elevated Threshold and Runway End Lights: 2. Compliance with ICAO: Annex 14, Volume 1, para 5.3.10 and 5.3.11, for Precision Approach Runway (LED type luminaire) or similar approved
 - Inset Threshold and Runway End Lights: 3. Compliance with ICAO: Annex 14, Volume 1, para 5.3.10 and 5.3.11, for Precision Approach Runway (LED type luminaire)
 - Centreline Lights (Inset): 4. Compliance with ICAO: Annex 14, Volume 1 provide LED type, curved and straight.
 - Taxiway stop bar (inset): 5. Compliance with ICAO: Annex 14, Volume 1 provide LED type

Isolation Transformers

The isolating transformers shall be in full compliance with ICAO Aerodrome Design Manual, Part 5 Section 3.2.1.7 a & b including the following:

- A rubber (or Epoxy) encapsulated or otherwise integrally moisture resistant isolating series transformer c/w all leads, plugs and receptacles, suitable for use on the approach lighting system as prescribed above.
- The transformers shall be suited to be immersed, buried or exposed.
- The cable connectors and isolating transformers shall be inspected before installation as per the ICAO Aerodrome design manual Part 5 – Electrical systems section 3.9.3.2. No isolating transformer shall be installed unless it has been inspected on site.
- The pin and sockets of the primary and secondary cables including all transformers shall be lubricated by means of "ELECLUBE" or alternatively approved electrical contact lubricant before being closed-up.

Support Structures – Safety Precautions

- All the support structures and light fixtures shall be designed and placed in the approach area so as to minimise the damage to aircraft, should the aircraft strike any of the structures.
- The mechanical design of the support structures, as well as the materials used, shall assure complete frangibility in accordance with the ICAO regulations, section 5.3.1.3.

Information and Mandatory Signage

- The mandatory and instruction signage shall be provided in accordance with the requirements as stipulated in the Aerodrome Design Manual, Part 4.
- The lettering required to the signage will be provided by ACSA or ACSA's Engineering Representative.

AGL Cable's Work

- The primary lighting cable shall be 6 mm² XLPE insulated 5 kV rated, complete with 0.2 mm thick copper braid screen. The primary cable connectors used shall be the screened type connectors, to match the primary wire size. Secondary cable shall be TPE insulated 2-core 4 mm²/TPE sheathed cable. The colour coding of secondary conductors to be confirmed before placing of material orders. Cables shall in general comply with ICAO standards as specified in the ICAO Aerodrome Design Manual: Part 5 – Electrical systems and SANS 1411 Part 1."
- The jointing of cables shall be kept to a minimum and will only be allowed if approved by the Engineer or his appointed representative.
- The scotch cast casing, will be taped at the ends with Scotch 3M No 23 electrical tape – high voltage corona resistant self-bonding splicing tape.
- All joints made on the primary cable shall be indicated on the cable route drawing. This is an item that will be strictly adhered to.

Note: The site is at an operating Airport and as such the Contractor must ensure that under NO CIRCUMSTANCES trenching work interrupts the normal flow of aircraft movement during the day. All trenching and installation work near operating taxiways and runways must be done in accordance with the guidelines set out in Volume 5. The Contractor will be required to ensure that before the end of each shift the site next to the taxiway/runway is cleared of all debris. Failure to comply with this requirement could lead to the Contractor being held liable for any damage caused to aircraft due to the Contractor's negligence. The majority of the works will be carried out during normal operational hours.

Extent of the works

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

Upon arrival at the Employer's premises, at the pre-arranged time, the Contractor shall report to the Service Manager and attend to any matters which may necessitate action.

Upon completion of the service/maintenance visit, the Contractor shall complete a comprehensive written service report in respect of Airfield Ground Lighting, Guidance Signage, Isolation Transformers, Primary and Secondary cables facility visit, listing all activities undertaken, additional work performed, and consumables used. This report is to be submitted to the Service Manager for approval and endorsement before leaving the premises. The report pro-forma shall be to the Employer's approval. Detailed maintenance sheets shall be completed after service.

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

Where, such a need is mutually agreed between the Contractor and ACSA, ACSA shall put in place a "Hotline" (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by ACSA. The contractor shall NOT add any mark-up to any Hotline related expenses. A "Hotline" agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

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

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

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

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

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

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

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensure that spares are effectively managed and scrapped parts and waste removed from site.

Inventory management involves a manually managed system including but not limited to conducting monthly and quarterly stock counting, managing min/max stock levels and replenishment of spares etc.

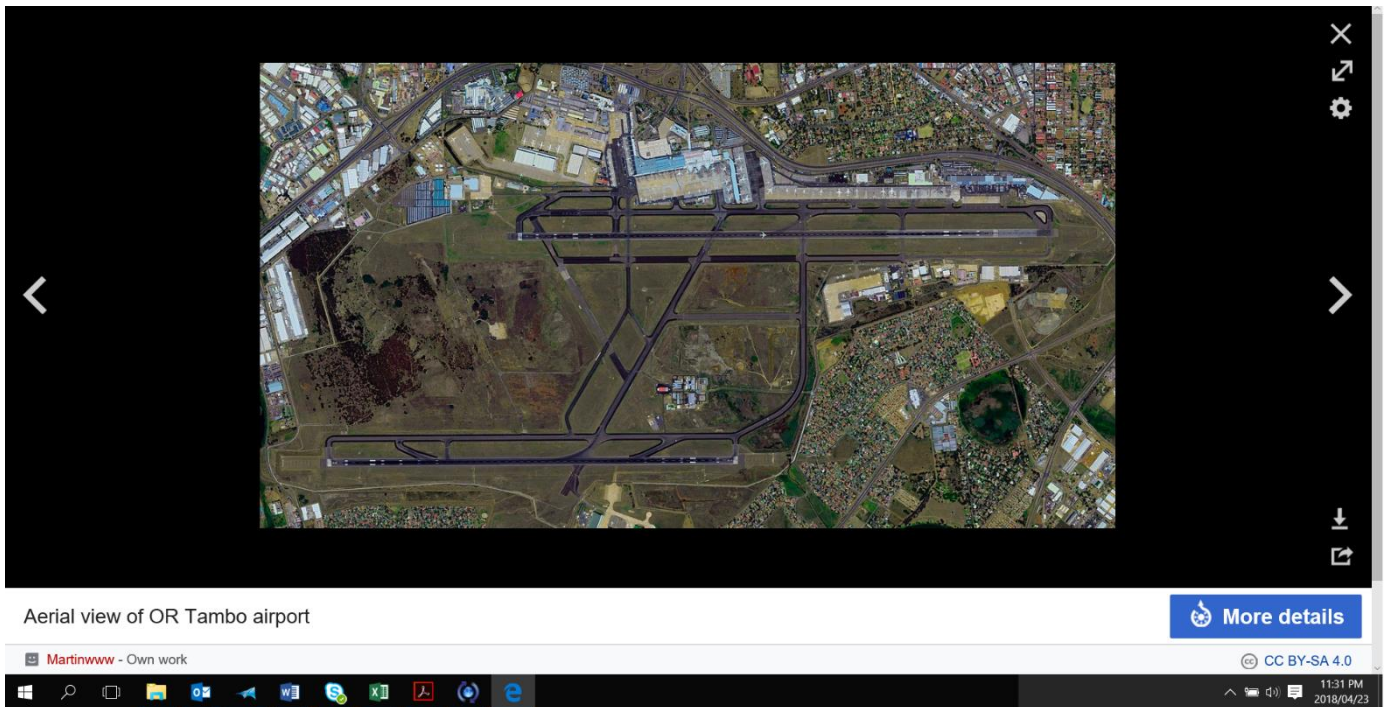
The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated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

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

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

Location of the works

The Works are located at ORT International Airport at charlie gate – in restricted and access-controlled areas. It is crucial for the Contractor to note that ORT International Airport is a National Key Point and governed as such.



PROCUREMENT

Preferential procurement procedures

Requirements

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

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 will have to build relationships with the various key OEM's.

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

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

Subcontracting

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

MANAGEMENT

Management of the works

Particular / generic specifications

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

All work shall be carried out in accordance with prevailing industry norms and best practice and will at all times 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 24:00** 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 ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- Assisting with emergency repairs
- Assisting with airport operations re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to gas fired hot water system installations
- 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 electricians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

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

Quality plans and control

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

Environment

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

At no time shall the Contractor:

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

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, 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 assistant level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported to and agreed upon 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 ACSA's finance department for making all payments electronically.

Daily records

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

Monthly reports

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

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

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

Permits

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

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

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

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety

Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

Proof of compliance with the law

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

Insurance provided by the employer

Refer to General Conditions of Contract

Health and safety

Health and safety requirements and procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

ANNEXES to C3 (Service information)

Title	Annex number
Service Level Agreement	Annex A
OHS Act Appointment by Contractor	Annex B
Schedule of Tools and Special Equipment	Annex C
Tenderer's resource proposal	Annex D
Environmental Terms and Conditions	Annex E
Non Conformance Reporting	Annex F

ANNEX A

Service Level Agreement

Operational hours

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly:

Skill	Quantity	Days per week	Hours
Technician	1	When required	Whenever deemed necessary by the Employer
Technician's Assistant	1	When required	Whenever deemed necessary by the Employer or the Technician

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 Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

Response Times

All breakdowns **during normal working hours** shall be responded to within 60 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

All breakdowns **after working hours** shall be responded to within 90 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

ACSA will hold the Contractor liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Closure Duration

Closure duration is defined as the time elapsed since the maintenance call was logged at the IMCC to the time the contractor reports to the IMCC that the problem has been resolved.

95% of all breakdowns will be restored to good working condition within 2 Hours during **normal working hours** and within 3 Hours **after hours**.

Defect Free Period

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.

Benchmarks

a. Preventative maintenance, defect free period will be no less than the interval between preventive

maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.

- b. Corrective or breakdown maintenance, defect free period will be no less than 90 days.
- c. Project maintenance, the defect free period will be no less than 12 months

Notification of Penalties

The Service Manager will notify the contractor in writing of any penalties and any claims directed at ACSA as a result of the equipment being unavailable, **will be for the account of the Contractor.**

Failure to meet service levels

- a. **Response time:** A penalty of R2000 per event will be payable by the contractor if the response time is not adhered to for more than 2 times in a month.
- b. **Closure duration:** A penalty of R2000 per event will be payable by the contractor if the closure duration is not adhered to for more than 2 times in a month.
- c. **Defect free period:** Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.
- D. **Safety, housekeeping and legal compliance:** It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety, housekeeping and legal infringement be committed, a penalty of R 2000.00 (two thousand rands) per finding will be retained from the following month's invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.

ANNEX B

Section 17: Occupational Health and Safety

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA O R TAMBO INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa OR Tambo International Airport ACSA Admin Building, 4th Floor

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

[illegible]

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilize the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation as per the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

FURTHER UNDERTAKING

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

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

ACCEPTANCE BY MANDATARY

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

I, _____ (Name and Surname), 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

ANNEX C

Tools and Special Equipment

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

Number	Item description	Lead time

ANNEX D

Tenderer resource proposal

The Tenderer shall include a detailed proposal as to starting up the new maintenance contract. This must, as a minimum, include organogram for this particular contract.

Personnel proposal shows organogram (including short description of roles), planned schedule per week

ANNEX E

ACSA SERVICE & MAINTENANCE CONTRACTORS

ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048

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

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

Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

I, _____ (name & surname) of _____

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

ANNEXURE F

		Non Conformance Report		<i>ME DOC 200610/01</i>	
Contractor name					
Contract/Service description					
Contract number		Reference document		ME DOC 200610/01	
Number of non-conformances already issued against the contractor					
Location of Non-conformance					
Description of Non-conformance: Failed to meet the required response time of 45 minutes for the call out on 24/07/2011. Contractor was called at 08h38 and the Technician arrived on site at 12h28.					
ACSA Representative's Department					
ACSA Representative Name		Signature		Date	
				Response date required	
				6	
ACSA Representative's Email Address		Telephone		Cell	
				Facsimile	
CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non Conformance					
Recipient/Reps Name		Signature		Date	
Email address		Telephone		Cell	
				Facsimile	
CONTRACTOR'S RESPONSE:		(B) Immediate Corrective Action		(C) Action to Prevent Recurrence	
(A) Cause					
(D) Corrective Action Implementation Date:				(E) Preventing Recurrence Implementation Date:	
Recipient/Reps Name		Signature		Date	
ACSA Representative: Evaluation of Proposed Corrective Action Accepted <input type="checkbox"/> Rejected <input type="checkbox"/>					
Comments					
Name		Signature		Date	
CONTACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements					

Recipient/Reps Name	Signature	Title	Date Implemented
ACSA Representative: Follow up and close out		Accepted	<input type="checkbox"/> Rejected <input type="checkbox"/>
Comments			
Name	Signature	Title	Date

	Non Conformance Report	ME DOC 200610/01
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NON CONFORMANCE REPORT (NCR) PROCESS

- 1 The **ACSA representative** notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.
- 2 The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor's representative**.
- 3 The **Contractor's representative** signs acceptance and understanding of the NCR
- 4 The **ACSA representative** gives a copy of this signed NCR to the M&E manager's office for filing and noting.
- 5 The **Contractor's representative** informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
- 6 The **Contractor's representative** submits the response e-mail / fax .to the **ACSA representative** for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
- 7 The **ACSA representative** informs the **Contractor's representative** of the result of the evaluation, by responding via e-mail / fax.
- 8 Note: If the response is not adequate, the **Contractor's representative** must resubmit a solution.
- 9 Upon completion of the corrective action and verification thereof, the **Contractor's representative** then informs the **ACSA representative** by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
- 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
- 11 The **ACSA representative** returns the concluding results to the **Contractor's representative** via e-mail / fax.
- 12 If the original situation still exists, and the NCR cannot be closed out, the **ACSA representative** or relevant personnel raises a new NCR, and the same procedure as above is repeated.
- 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractors corrective action by ACSA may lead to cancellation of the contract.
- 14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

Note: • All parties shall ensure that no delays are caused in the above chain of events.

• The shaded areas are to be completed by the **Contractor's representative**

BID COMPLETION CHECK LIST

Item #	Item Description	Completed	Signed	Supporting Documents Included
Page 4	Acceptance of the terms and conditions of this RFB / RFP			
T2.1	Certificate of Attendance at Compulsory Clarification Meeting			
T2.1.1	BBBEE Certificate or BBBEE Sworn – Affidavit with a recent Company Share Certificate.			
T2.2	CIDB Grading			
T2.3	National Treasury Central Supplier Database Registration			
T2.4	Tax Clearance Certificate Requirements			
T2.5	SBD4: Declaration of Interest			
T2.6	SBD8: Declaration of Past Supply Chain Management Practices			
T2.7	SBD9: Certificate of Independent Bid Determination			
T2.8	Authority for Signatory			
T2.9	Record of Addenda to Bid Documents			
T2.10	Declaration of Correctness of Bid			
T2.11	Non-Disclosure Agreement			
T2.12	Functionality Criteria			
T2.13	SBD6.1: Preference Points Claim Forms			
T2.13.1	B-BBEE Status Information			
T2.4	Valid Proof of Registration of Entity			
T2.15	Valid Letter of Good Standing in terms of COID Act			
T2.16	Shareholders / Members / Partners Information			
C1.1	Form of Offer and Acceptance			
C1.3	Insurance Commitment			
C2.1	Pricing Instruction			
C2.2	SBD3: Pricing Schedule / Priced Bill of Quantities			