



O.R. Tambo International Airport

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration Number: 1993/004149/30)

and **[INSERT CONTRATOR NAME]**

(Registration Number: _____)

for **Periodic Service Contract: Provision of Interim Maintenance Services of UPS, Batteries and Battery Tripping Unit at O.R. Tambo International Airport and Western Precinct for 8 Months**

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PART C1: AGREEMENTS AND CONTRACT DATA

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C1.2 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **Periodic Service Contract: Provision of Interim Maintenance Services of UPS, Batteries and Battery Tripping Unit at O.R. Tambo International Airport and Western Precinct for 8 Months**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)Rand;

R.....(in figures)

THE OFFERED STAFF RATES TO PERFORM THE SERVICES, EXCLUSIVE OF VALUE ADDED TAX ARE AS SET OUT IN THE PRICING SCHEDULE.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the 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 including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer'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 or the Pricing Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Service Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

1 Subject	
Details	
	
	
	
2 Subject	
Details	
	
	
	
3 Subject	
Details	
	
	
	
4 Subject	
Details	
	
	
	

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

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

(Insert name and address of organisation)

Name &
signature of
witness

Date

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X1: Price adjustment for inflation
		X2: Changes in the law
		X13: Performance Bond
		X17: Low service damages
		X18: Limitation of liability
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013) ¹	
10.1	The <i>Employer</i> is (name):	Airports Company South Africa a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	[•]
	Fax No.	[•]
10.1	The <i>Service Manager</i> is (name):	[•]
	Address	[•]
	Tel	[•]
	Fax	[•]

¹ Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see www.ecs.co.za

e-mail		[•]
11.2(2)	The Affected Property is	O R Tambo International Airport (Terminal building, Cargo, Airside and Western Precinct)
11.2(13)	The <i>service</i> is	Provision of Interim Maintenance Services of UPS, Batteries and Battery Tripping Unit at O.R. Tambo International Airport and Western Precinct for 8 Months
11.2(14)	The following matters will be included in the Risk Register	Closure of Task orders on time Submission of monthly reports Availability of spares Repairs and Maintenance Safety matters Monthly invoices
11.2(15)	The Service Information is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	1 weeks
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no additional data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	1 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.1	The <i>service period</i> is	8 months from the contract start date
4	Testing and defects	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data
5	Payment	
50.1	The <i>assessment interval</i> is	between the 20 th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	2 weeks.
51.4	The <i>interest rate</i> is	(i) percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by [•] Bank; and (ii) the exchange rate published by the South African Reserve Bank from time to time for amounts due in other currencies.

6	Compensation events	(If the optional statement for this section is not used, no additional data will be required for this section)	
	These are additional compensation events:	1	[•]
		2	[•]
7	Use of Equipment Plant and Materials	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data	
8	Risks and insurance		
80.1	These are additional <i>Employer's</i> risks	1. Electrocution due to unsafe working	
		2. Damage to property	
		3. Poor workmanship that can lead to fire	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	C1.4 below	
83.1	The <i>Employer</i> provides these additional insurances	C1.4 below	
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	C1.4 below	
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	C1.4 below	
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	C1.4 below	
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	C1.4 below	
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.	
10	Data for main Option clause		
A	Priced contract with price list		

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than 4 weeks.
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11 Data for Option W1

W1.1 The *Adjudicator* is (Name)

Panel of Adjudicators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 gandi@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 Rynkeke 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 Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body

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

arbitration

W1.4(5) The *arbitration procedure* is

the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body

The place where arbitration is to be held is

[•] South Africa

The person or organisation who will choose an arbitrator

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

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

12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1 The *base date* for indices is

[•].

The proportions used to calculate the Price Adjustment Factor are:

proportion	linked to index for	Index prepared by
0.	[•]	[•]

		0. [•] [•] 0. [•] [•] 0. [•] [•] 0. [•] [•] [•] non-adjustable 1.00
X2	Changes in the law	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.
X17	Low service damages	
X17.1	The <i>service level table</i> is in	C3 Appendix C – Service Level Agreement
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	R 0
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	75% of the total loss suffered and/or damage caused to the Employer's Property
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	75% of the total loss suffered and/or damage caused to the Employer's Property
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The total loss suffered and/or damage caused to the Employer's Property The <i>Contractor's</i> total liability for the additional excluded matters is not limited. The additional excluded matters are amounts for which the <i>Contractor</i> is liable under this contract for • Defects due to his design which arise before the Defects Certificate is issued, • Defects due to manufacture and fabrication outside the Site, • loss of or damage to property (other than the <i>works</i>, Plant and Materials), • death of or injury to a person; • damage to third party property; and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.
X19	Task Order	

X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within 5 days of receiving the Task Order
Z	The <i>additional conditions of contract</i> are

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

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

Z2 Providing the Service: Delete core clause 20.1 and replace with the following:

Z2.1 The *Contractor* 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.

Z3. Other responsibilities: add the following at the end of core clause 27:

Z3.1 The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date* .

Z3.2 The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service Information* or notified by the *Service Manager*. Any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4. Termination

Z4.1 Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:

Z5.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- The additional conditions of contract under these Z clauses
- The conditions of contract and
- The other documents.

Z5.2 The *Service Manager* or the *Contractor* notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The *Service Manager* gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

Z6. Payment: Add the following at the end of core clause 51:

- 51.5** The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.
- 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor
- any sum due to the Employer from the Contractor or
 - any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

- Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**
- Z7.1** A change in law is defined as:
- Z7.1.1** the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;
- Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.
- Z8. Performance Bond: The following amendments are made to clause X13:**
- Z8.1. Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in [Annexure C1.3.c.ii](#) of this Contract Data.
- Z8.2. Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security
- Z9. Limitation of liability: Insert the following new clause as Option X18.6:**
- Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.
- Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

ADDITIONAL Z CLAUSES

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

Z10.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11. Joint and several liability

Z11.1. If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.

Z11.2. The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

Z11.3. The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z12. Ethics

Z12.1. The *Contractor* undertakes:

Z12.1.1. not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z12.1.2. to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z12.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z12.3. If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.

Z13. Confidentiality

Z13.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.

Z13.2. If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z13.3. This undertaking shall not apply to –

Z13.3.1. information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z13.3.2. information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z13.3.3. information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. *Employer's Step-in rights***
- Z14.1.**
- Z14.2.**
- Z15. *Liens and Encumbrances***
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. *Intellectual Property***
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z15.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z15.5.1** the *Contractor's service*;
- Z15.5.2** the use of the *Contractor's* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. *Dispute resolution: The following amendments are made to Option W1:***
- Z16.1** Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "**any other matter**": "excluding disputes relating to termination of the contract".

Z16.2 **The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**

Z16.2.1 “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”

Z16.2.2 “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”

Z17 **Day:**

Z17.1 Any reference to a day in terms of this contract shall be construed as a calendar day.

Z18 **Safety**

Z18.1 The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.

Z18.2 As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:

Z18.2.1 As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.

Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

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

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

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

- (a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.
- (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer ..
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall :
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
 - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
 - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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

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

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

Insurance Affected by the Contractor.

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

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

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

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

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

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

(A) be effected 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 effected.

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

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

Sub-Contractors

The Contractor shall:

(a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and

(b) enforce the compliance by Sub-Contractors with this clause where applicable."

PART C2: PRICING DATA

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PART C2: PRICING DATA

TSC3 Option A

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C2.2	The <i>price list</i>	6

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

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

- | | | |
|-------------------------------------|------|--|
| Identified and defined terms | 11 | |
| | 11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. |
| | | (17) The Price for Services Provided to Date is the total of |
| | | <ul style="list-style-type: none">• the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and• where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate. |
| | | (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. |

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

Function of the Price List

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

Link to the *Contractor's* plan

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

Preparing the *price list*

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

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

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

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

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

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

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 the *price list*

1.Preliminary and General

Item	Activity Description	Frequency	QTY	Amount (per single item)	Total
1	Permits and induction courses (minimum 5 resources).	Once off	1	R	R
2	PPE (Reflective Vests, Safety Boots & Ear Protection)	Once off	1	R	R
3	Insurance (Other, excluding ACSA required insurance) [Admin fees]	Once off		R	R
	PRICE LIST No.1: TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES				R

2. Planned Work (fixed)

Item	Description	Unit	QTY	Rate	Tender Price
2.1	Monthly Planned work (fixed)				
2.1.1	Planned Monthly Inspections of UPS's and Batteries systems and Battery Tripping Units (see Appendix V)	Each	6	R	R
	PRICE LIST No.2: TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES				R

3. Schedule of Normal and After Hours Labour Rates and Callouts

Requested services for Installation, Commissioning and Testing of Electrical equipment and Accessories and any unplanned maintenance shall be charged at acceptable industry labour rates, as gazette by National Bargaining Council. Where necessary, the service manager shall request guarantees for all new installation and unplanned maintenance works done.

Note: The amount on this price list will be spent on an adhoc basis, subject to approval by ACSA contract manager.

Note: No labour shall be charged for travel or traveling allowances. Labour shall be calculated for time spent on site only.

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

Item	Resource	Description	Rate/Hour
1	Site Manager	Normal Hours (08h00 – 17h00)	
2	Electrician (Wireman's)	Normal Hours (08h00 – 17h00)	
3	Electrician (Trade Test)	Normal Hours (08h00 – 17h00)	
4	Safety Officer	Normal Hours (08h00 – 17h00)	
5	Electrical Assistant	Normal Hours (08h00 – 17h00)	

Item	Resource	Description	Qty/Month	Rate/Hour	Annual Amount
1	Site Manager	After Hours	2	R	R
		Sunday/Public Holidays	1	R	R
2	Electrician (Wireman's)	After Hours	3	R	R
		Sunday/Public Holidays	2	R	R
3	Electrician (Trade Test)	After Hours	3	R	R
		Sunday/Public Holidays	2	R	R
4	Safety Officer	After Hours	3	R	R
		Sunday/Public Holidays	2	R	R
		Description	Qty/Month	Rate	Total
		Callout fee	5		R

PRICE LIST No.4: TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES	R
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4. Corrective or Adhoc Maintenance items

Item	Description	Unit	QTY	Rate	Tender Price
4.1	Provisional amount for Corrective Maintenance	Sum	1	Provisional	R 50 000.00
	PRICE LIST No.5: TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES			R	

5. List of Spares

Item	Description	Unit	QTY	Rate	Tender Price
5.1	7Ah, 12V VRLA UPS Battery	Each	400	R	R
5.2	40Ah, 12V VRLA UPS Battery	Each	30	R	R
5.3	100Ah, 12V VRLA UPS Battery	Each	50	R	R
5.4	5Ah, 12V VRLA UPS Battery	Each	200	R	R
5.5	Fan kit for Riello 200kVA UPS	Ea	1	R	R
5.6	Fan kit for Riello 400kVA UPS	Ea	1	R	R
5.7	AC DC Capacitor kit for Riello 200kVA UPS	Ea	1	R	R
5.8	AC DC Capacitor kit for Riello 400kVA UPS	Ea	1	R	R
	PRICE LIST No.6: TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES			R	

6. Quarterly Maintenance of International Terminal Building UPS's and Batteries

Item	Description	Unit	Freq	Rate	Tender Price
6.1	Planned Quarterly Service of UPS's and Batteries systems and Battery Tripping Units (see Appendix V below)	Sum	2	R	R
	PRICE LIST No.6: TOTAL CARRIED FORWARD TO SUMMARY OF BILL OF QUANTITIES				R

SUMMARY OF BILL OF QUANTITIES		
Item	Description	Amount
1	BILL NUMBER 1: Preliminary and General Items	R
2	BILL NUMBER 2: Planned Work (fixed)	R
3	BILL NUMBER 3: Schedule of Normal and After-Hours Labour Rates and Callouts	R
4	BILL NUMBER 4: Corrective or Adhoc Maintenance items	R
5	BILL NUMBER 5: List of Spares	R
6	BILL NUMBER 6: Quarterly Maintenance of International Terminal Building UPS's and Batteries	R
7	TOTAL TENDER PRICE CARRIED OVER TO FORM OF OFFER AND ACCEPTANCE (C1.1)	R

PART C3: EMPLOYER'S SERVICE INFORMATION

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C3: EMPLOYER'S SERVICE INFORMATION

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Contents

1. Description of the service

1.1 Employer's objective

The objective is to maintain the serviceability of Uninterruptable Power Supply units, batteries and battery tripping units (BTU) at OR Tambo International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety (OHS Act No. 85 of 1993). The scope also includes Unplanned maintenance of Uninterruptable Power Supply units, batteries and battery tripping units

1.2 Employer's requirements for the service

The Contractor shall maintain service and test **Uninterruptible Power Supply units, batteries and battery tripping units** and accessories at Western Precinct, Airfield, Terminal Buildings, and Cargo for O. R. Tambo International Airport and attend to all callouts, repairs and Unplanned maintenance pertaining to operational failures of the **Uninterruptible Power Supply units, batteries and battery tripping units**. Also 2 x Cooling units at Western Precinct.

The maintenance contract shall be divided into two parts as follows:

1.2.1 Planned maintenance:

Fixed rates shall apply for all monthly and quarterly planned maintenance as per values agreed on the maintenance contract. This includes all the activities as listed above on the activity schedule C2.2.

1.2.2 Unplanned Maintenance

The contractor shall attend to all callouts and/or Unplanned maintenance and the response times shall be as stipulated on the service level agreement (SLA). Where the contractor is called out for faults or requested to provide a service, the contractor shall only be paid for the labour, material and services that have been consumed during the callout or request of service and mark-up rates shall also apply for all third party items and spares.

1.3 Extent of the works

The extent of works shall be as follows:

- Replacement of worn-out parts.
- Battery load Testing.
- Monthly and quarterly planned maintenance as per OEM specifications and procedures.
- Measuring UPS and battery output.
- Equipment repairs.
- Supply and installation of UPS spares and Batteries.
- General inspection and Cleaning.
- Blowing dust and also checking for hot/loose connections.
- Cleaning of battery terminals and UPS.
- Labelling of UPS circuits
- Moving noncritical load to UPS Supply
- Rewiring of the UPS circuits to correct installation in accordance to SANS Standard 10142-1
- Balancing UPS load

Note: The above description of the works is not necessarily complete and shall not limit the service, works and maintenance activities under this contract.

1.4 Interpretation and terminology

Employer: In these conditions of contract "the Employer" means Airport Company South Africa.

Contractor: In these conditions of contract and "the Contractor" means the person or organisation named in the Agreement whose Offer has been accepted by the Employer.

Providing the Services: means the process of working for the Employer to provide the *services* at any of the Employer's properties within its operating area, including articles and things supplied by such working.

Actions: The Employer and the Contractor shall act as stated in this contract. The Employer, after notifying the Contractor, may delegate any of the Employer's actions and may cancel any delegation. A reference to an action of the Employer in this contract includes an action by the Employer's delegate.

Conditions: These conditions of contract are the only conditions that govern the Contractor's Provision of the Services to the Employer, notwithstanding anything to the contrary in any document issued or sent by the Contractor, unless expressly agreed otherwise in writing by the Employer. This contract and any Task Order arising from it are governed by the laws of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

Communications: All communications arising from this contract shall be in a form that can be read copied and recorded and effective on receipt. Writing shall be in English. All communications required by this contract shall state the applicable Task Order number and reference.

Continuous experience: It implies a working experience of at least three years continuously without a break. This shall be verified by references and relevant documentation.

Unplanned Maintenance: This includes faults, break down and corrective maintenance identified during planned maintenance

Apparatus: Any electrical appliance, machinery, switchgear, feeder, plant or electrified fencing that forms part of a system.

Barrier: Any device that is designed to restrict approach to live electrical apparatus, excavations or other dangerous conditions.

Breaker; Circuit-breaker: A mechanical switching device capable of making, carrying and breaking currents under normal circuit conditions and also making, carrying for a specified time and breaking currents under specified abnormal conditions, such as those of a short circuit.

Bus bar: A low-impedance conductor to which several electric circuits can be separately connected.

Cable: A feeder, normally underground, including its terminations.

Competent Person:

Circuit: An arrangement of conductors for the purpose of carrying electrical energy.

Danger: Danger means a risk to health or of bodily injury.

Dead: Dead means an electrical potential at or about zero voltage and disconnected from any LIVE SYSTEM.

Earth: Earth means the conductive mass of the earth.

Earthed; Earthing: So connected to the general mass of the earth as to ensure an immediate safe discharge of electrical energy.

Earthing Gear; Earthing Device; Earth(s): A fixed or portable appliance that is used for the earthing of electrical apparatus.

Employer Representative: Someone who speaks officially for an employee.

Employers Authorised Person/Official:

Engineer: Any technical representative of Acsa.

Isolated: Isolated means disconnected from associated plant, apparatus and conductors by an isolating device in the isolating position, or by adequate physical separation, or sufficient gap.

In commission: the state of any apparatus in the normal operating mode or available for immediate use.

Interlock: An electrical or a mechanical device (or both) that ensures that operations are performed in a predetermined sequence.

Medium voltage: The set of nominal voltage levels that lie above low voltage and below high voltage, in the range $1 \text{ kV} < U_n < 44 \text{ kV}$.

Low Voltage: The set of nominal voltage levels that lie below medium voltage, in the range $U_n \leq 1 \text{ kV}$.

Locked: A condition of apparatus that cannot be altered without the operation of a locking device.

Live enclosure; Live chamber: Any chamber or enclosed area that contains medium-voltage or high-voltage, apparatus which could be unscreened and could be alive.

Operating: Switching, safety testing, and earthing.

Operating diagram: The permanent or electronic single line diagram in a substation or control room, to indicate the operating position and status of all apparatus.

Out of commission: The state of any apparatus that has been taken out of service and is not available for immediate use.

Safety Distance: The distance from the nearest live exposed conductor (not earthed) or from an insulator supporting a live conductor, which must be maintained to avoid danger.

Safety Lock: A safety lock is a lock that has a unique key, being different from all other standard locks used on the system.

Safety Screen: A physical obstruction which is intended to prevent contact with energized lines or apparatus.

Safety testing: The testing of apparatus to ascertain whether it is alive or dead by means of equipment provided for this purpose.

Switching: The operation of circuit breakers, disconnectors/isolators or other means of making and breaking an electric circuit and/or the application and removal of earthing.

Substation: A part of an electrical system, confined to a given area, mainly including ends of distribution cables, electrical switchgear and control gear, buildings and transformers. A substation generally includes safety or control devices (for example, protection equipment).

Work: Refers to all physical activities in connection with apparatus, excluding operating activities and other non-dangerous activities that will not affect the health and safety of workers or the safe operation of apparatus.

Working earth: A supplementary portable earthing device that is used on apparatus in such a position that it is visible from and applied as close as possible to, the point of work. This includes personal earths and bonding/shunt conductors.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
A1	Alpha Apron Gate 1
BTU	Battery Tripping Unit
CTB	Central Terminal Building
DB	Distribution Board
EMPLOYER	Airports Company South Africa
NEC3	New Engineering Contract
ORTIA	O.R. Tambo International Airport
OEM	Original Equipment Manufacturer
SANS	South African National Standard
TSC	Terminal Service Contract
UPS	Uninterruptable Power Supply
WC	Wire Centre

RELATED STANDARDS	
SANS 10142-1	The wiring premises Part 1: Low Voltage
SANS1474:1988	Un-interruptible Power Supplies
SANS 1574	Electrical Cables – Flexible Cords and Flexible Cables.
BS 6007	Rubber insulated cables for electric power and lighting.
SANS 156	Moulded Case Circuit Breaker

2. Service Scope and Management strategy

2.1 Period of service contract

- 2.1.1 The service contract shall be 5 years.
- 2.1.2 Contract performance management will be done in line with the NEC3 TSC.
- 2.1.3 However, the Employer shall reserve the right to review the maximum period of the contract depending on prevailing circumstances and Employer business strategy.

2.2 The Contractor's plan for the service and Service Performance

2.2.1 Service Delivery Plan

- 2.2.1.1 The contractor shall develop a Service management plan to monitor the delivery Service, Systems material, components, and products to ensure that the delivery process is generating the quality level expected by Employer. The plan may involve submittal of initial samples or demonstration of services by the contractor.
- 2.2.1.2 The Employer will carry out the checking of the **key performance measurements** presented by the contractor with its own means and the checking of the scope of service under practical conditions of use.
- 2.2.1.3 The plan should include necessary actions to detect and contain any risk register. Plan should also include corrective actions to be taken in case of risk register.
- 2.2.1.4 The plan should be submitted and approved by the Employer service manager.

2.2.2 Continuous Improvement

- 1.2.2.1 Once deliver of service has started, the Employer will monitor the contractor's performance to establish a trend of Continuous Improvement.
- 1.2.1.2 Quality of service or product and On-Time Delivery shall be the minimum metrics to be tracked for contractor performance.
- 1.2.1.3 Resolution of risk registers in the service to the Employer will be addressed in a manner that will best support the Employer 's standard requirements.
- 1.2.1.4 Expenses associated with contractor risk registers will be the responsibility of the contractor.

1.2.3 Performance Indicators

- 1.2.3.1 Employer will monitor contractor's performance and report it on a regular basis.
- 1.2.3.2 Contractor's Performance Indicators shall be as follows:
 - a. Service Quality: 99% defect Service delivery or Installed components
 - b. On-time delivery: 100% of complete service delivery and on time, based on agreed standards.
- 1.2.3.3 Contractors are expected to work with Employer to improve performance and/or process capability where needed.
- 1.2.3.4 Contractor's qualification status will be adjusted based on on-going performance.
- 1.2.3.5 In cases of repeated poor performance or failure to improve, the **contract shall be terminated**.

1.2.4 Containment of Non-conforming Supply of service

- 1.2.4.1 In the event a non-conforming material, component, system, or service is detected, Employer will determine the best method of securing conformity to meet Employer's requirements such as:
 - a. Return the entire lot of non-conforming material, component or systems to contractor
 - b. Contractor to sort/rework/repair the non-compliance on the risk register at Employer site.
 - c. Employer to identify an external resource (certified by Employer Service manager) to perform, sort/rework/repair at the cost of the contractor.
 - d. Employer personnel to perform, sort/rework/repair.
- 1.2.4.2 All services, works, material and accessories shall conform to all **relevant** SABS and SANS standards, OHS Act regulations and any other legislation that might be relevant to this Contract or the execution thereof.

1.2.4.3 All services and works will be carried out to the **standards** as required by:

- a. The Original Equipment Manufacturer (OEM) for each piece of equipment;
- b. Prevailing applicable governing laws and/or regulations;
- c. Prevailing industry norms and best practice;
- d. Employer requirements as delegated by the Service Manager from time to time;
- e. Any other requirements which might have been omitted by this document.

1.2.4.4 Where OEM standards differ from those required by the Service manager, the more stringent requirements shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

2.1 Service Levels Details

1.2 Unless otherwise specified herein, the contractor shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items or services necessary for the maintenance and repair of UPS systems, batteries and battery tripping units.

1.3 Tools and equipment used shall be in good working order, with current and valid calibration certificates where applicable and the correct tools for the job.

The personnel supplied must be able to use the tools and be able to interpret any results obtained.

Where work requires communication devices, the contractor shall provide the necessary devices to allow this to happen.

1.3.3 Maintenance and repair services shall include but not be limited to the following: UPS's, batteries and battery tripping units.

1.3.4 All services and materials shall be of a type and quality that conform to applicable SANS specifications and standards.

1.3.5 All services, materials, and equipment to be used in the performance of work described herein are subject to the approval of Employer.

1.3.6 The contractor shall perform service call work, recurring work, and planned maintenance.

1.3.7 The contractor shall receive all service call requests directly from Services Manager and other Employer representatives. Calls shall be classified by the contractor as **emergency, urgent, or routine.**

1.3.8 The contractor shall respond accordingly for emergency and urgent calls.

1.3.9 A log shall be maintained of all service calls received; a description of the problem or requested work, date and time received site/substation/equipment name and number, and caller's name/telephone number shall be recorded for each call.

1.3.10 The contractor shall plan and schedule work to assure material, labour, and equipment are available to complete work requirements with regard to established time limits and quality standards. Verbal scheduling and status reports shall be provided when requested by Employer Service manager.

1.3.11 **Emergency service calls** will be classified as emergency at the discretion of Employer.

1.3.12 Generally, emergency calls consist of correcting failures that constitute an immediate danger to personnel; threaten to damage property or threaten to disrupt operations.

1.3.13 Urgent service calls will be classified as urgent at the discretion of the Employer.

1.3.14 Generally, urgent calls consist of providing services or correcting failures which do not immediately threaten personnel, property, or activity missions, but will soon inconvenience and/or affect the health or wellbeing of personnel, and lead to property damage.

1.3.15 **Routine service calls** will be classified as routine when the work does not qualify as an emergency or urgent call.

- 1.3.16 The contractor shall have procedures for receiving and responding to emergency services within the specified response time seven days a week, including weekends and holidays and provide on-call response within **30 minutes** for weekends, holidays, and after normal duty hours for emergency service calls.
- 1.3.17 Emergency service work shall be continuous 24 hours a day, 7 days a week until completed, unless approved by Employer.
- 1.3.18 The contractor must be on the job site and working within **60 minutes** after receipt of an emergency service call. The contractor shall work without interruption and shall correct, remedy, or take other action as required to contain the emergency service call before departing from the job site.
- 1.3.19 The Contractor shall have procedures for receiving and responding to urgent service calls within one hour after receipt of an urgent service call received during regular working hours, and within 2 hours for urgent calls received after regular working hours, on weekends, or holidays.
- 1.3.20 All routine service calls shall be completed within 2 working days after receipt. Routine calls shall be normally accomplished during regular working hours, Monday to Friday.
- 1.3.21 Recurring work includes planned maintenance and start-up/shutdown of systems. The contractor shall maintain sufficient parts, materials, and equipment on hand to perform all recurring work as specified. Planned maintenance consists primarily of inspection, lubrication, calibration, adjustment, and minor part and component replacement (e.g., filter, belts, fans, batteries, and electronic components) as required to minimize malfunction, breakdown, and deterioration of equipment; and the identification of and/or performance of any repairs required to ensure the equipment is operating per manufacturer's standards. The contractor shall complete all identified repairs and provide all necessary services, parts, and materials as part of the Planned maintenance.
- 1.3.22 The following **penalties** shall apply when response and closure times are not met:

Event	Penalty amount
Not meeting required response times	R2 000 per event

- 1.3.23 Where a response time could not be achieved as a result of a physical impracticality (such as Airports security arrangements, communication systems weaknesses, etc.) this event will not be taken into account in calculating the contractors performance and a penalty will not apply.
- 1.3.24 Parties agree that penalties will not be the only/final remedy for poor/non-performance. Should an event occur for which a penalty is described, the employer shall not be limited to claim the only amount stated as the penalty. Under no circumstances will a penalty (even if claimed by Employer) limit Employer's or other party's legal position to claim for damages against the contractor as described elsewhere in the contract.
- 1.3.25 Employer shall notify the contractor in writing if it is its intension to claim penalty within **60 days** of an event or Employer shall loose its right to claim penalty. Should Employer not claim the penalty of an event it shall not be interpreted the level performance is acceptable or Employer shall not be entitled to claim for similar future events

2.1 Management meetings

The Contractor shall ensure that he is represented, at all meetings called by the Service Manager relating to the management of the service, by members of his staff with the requisite level of authority, competence and involvement in the contract to be able to contribute effectively to the meeting.

If his regular representative is unavailable to attend any meeting the Contractor shall ensure that a suitably-briefed and competent deputy, of similar seniority, attends. Complete non-attendance by the Contractor may be considered as a Defect. The frequency, dates and venues of all meetings shall be set by the Service Manager, in consultation with the Contractor.

Regular meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
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Risk register and Unplanned maintenance Issues	Monthly	OR Tambo North Wing Offices 3 rd Floor Maintenance and Engineering Offices	Service Manager; 1 st Electrician; Senior Electrician; Contractor representatives
Overall contract progress and feedback	Quarterly	OR Tambo North Wing Offices 3 rd Floor Maintenance and Engineering Offices	Service Manager or EMPLOYER Electrical Engineer; 1 st Electrician; Contractor representatives (compulsory for Site Manager)

1.4.2 Separate meetings for specialist activities such as planning and activities of a technical nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*.

1.4.3 Records of these meetings shall be submitted to the *Service Manager* by the contractor within five days of the meeting.

1.4.4 All meetings shall be recorded using minutes and register prepared and circulated by the contractor.

1.4.5 Such minutes and register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

1.4.6 The Contractor shall not submit claims for payment for staff attending any of the meetings

2.1 Contractor's management, supervision and key people

1.5.1 The schedule of key personnel to this Contract (as per the Schedules) will, as a minimum, include all persons from Site Manager, Electricians, Safety representative, Assistant Electrician up to management level.

1.5.2 For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. More requirements regarding staff competence, qualification and ability shall be provided in the Annexes.

1.5.3 Should the Employer Service Manager experience difficulties (also relating to maintaining a professional working relationship) with any of the above personnel, he/she may instruct the Contractor to replace the person forthwith with another person of similar ability.

2.1 Provision of bonds and guarantees

1.6.1 The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

1.6.2 The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

2.1 Communications and Documentation control

2.7.1 Contractor shall provide, maintain and operate appropriate facilities and Systems for:

- Management of information and records relating to the service;
- Receiving, transmitting and recording all communications from and to the Service Manager;
- Updating single line diagrams and schematics including system and component manuals

2.1 Invoicing and payment

1.8.1 Within one week of receiving a payment certificate from the *Service Manager* in terms of core clause 51.1, the *Contractor* shall provide the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* payment certificate.

1.8.2 The *Contractor* shall address the tax invoice to Employer Payments - Shared Service Centre and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number: **4930138393**;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

1.8.3 The main payment method shall be through **Electronic Payment System**. The *Contractor* shall arrange with *Employer's* finance department for making all payments electronically.

1.8.4 The *Employer* shall pay the *Contractor* the accepted amount due, less any amounts due by the *Contractor* to the *Employer*, **within** 30 days of receipt of the *Contractor's* tax invoice. Any correcting amounts to be paid by the *Employer* to the *Contractor* shall be paid by the earlier of when the next assessment of an amount due is paid.

2.1 Records of Defined Cost to be kept by the Contractor

Insurance Provision

Provision of Insurance shall be as per **Insurance schedule C1.4** of this contract.

2.9.1 Insurance provided by the *Employer*

2.9.1.1 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).

2.9.1.2 Unless specifically otherwise stated, capitalised terms in the schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.

2.9.1.3 The Insurance Schedule is a generic term sheet generally applicable to the *Employer's* Maintenance Services. In the circumstances:

- If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
- If the 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.

2.9.2 Insurance provided 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: **(Refer to Insurance schedule C1.4 of this contract)**

2.9.2.1 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.

2.9.2.2 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.

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

2.11.2.4 Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible as stated in C1.4.

2.1 Training workshops and technology transfer

The contractor shall provide on site UPS and BTU training and technology transfer to Employer Technical and operational staff.

Training shall include instructions on servicing, and maintenance and replacement parts and spares handling on existing and/or new technologies introduced.

2.1 Things provided at the end of the service period for the Employer's use

Equipment

At the end of the service period the contractor shall undertake the following activities:

- Return to the Employer, equipment, surplus spares and material provided by the Employer.
- Provide items of the equipment for Employer's use as stated in this contract.
- Provide information and other things as stated in this contract.

Information and other things

The Contractor shall commence Demobilisation, as soon as the Service Manager notifies him that the date of the end of the service period has been confirmed by the Employer. The Contractor shall, during Demobilisation, undertake the following activities including:

- deliver to the Service Manager all his operational records, collected data, calculations and results of all analyses produced in connection with the surveys and other investigations and enquiries;
- provide all necessary facilities, advice and assistance to enable the incoming service provider to perform his own Mobilisation duties;
- liaise with the Service Manager and the incoming service provider concerning the return and/or transfer of all materials and apparatus that have been provided by the Employer or stored by the Contractor on the Employer's behalf, in good order, at the end of the service period;
- transfer all digitally stored information that he has accumulated during the service period, other than the Contractor's commercially confidential digital information;
- prepare and submit to the Service Manager, no later than three months before the end of the service period, a report on all outstanding defects, work in progress and Task Order work that the Contractor will complete after the end of the service period.
- Submit all outstanding invoices on the last day of service provision.

2.1 Management of work done by Task or Work Order

2.12.1 The Employer's Service Manager or His representative will identify items of work that need to be undertaken and shall compile these into batches of works known as Tasks.

2.12.2 The Service Manager will issue these Tasks to the Contractor, by raising them as a Task Order, through a Works Order. Each Task Order will include:

- Details of the location and description of the repairs that are to be carried out;
- A priced list of items, using the Prices from the Price List;
- the required level of response for each repair;

- The amount of delay damage for the late completion of the Task;
 - The total of Prices for the Task.
- 2.12.3 The Contractor shall prepare a Task Instruction program within the period stated in the instructing Task Instruction and completes all of the repairs listed in the Task, in accordance with the required levels of response, before reporting their completion back to the Service Manager.
- 2.12.4 Any work not included under planned maintenance shall be deemed additional work or non-scheduled Task Orders and will be charged at the rates specified in the pricing schedule.

3. Health and safety, the environment and quality assurance

1.1 Health and safety risk management

- 3.1.1 The contractor shall formulate and submit, within 30 days after the conditional contract award date, a written safety and health plan for acceptance by the Service Manager.
- 3.1.2 The written plan shall include the details of the contractor's safety organization, responsibilities, method of program implementation, and how hazards and deficiencies shall be identified and corrected. It shall detail employee's responsibilities for:
- Protection of Employer property and safety of others,
 - employee's responsibilities for reporting all mishaps, and
 - Establish procedures for reporting or correcting unsafe conditions, hazards, or practices.
- 3.1.3 The plan shall also contain mishap notification and reporting procedures.
- 3.1.4 The contractor shall ensure employees have safety education when engaged in activities involving Employer's facilities, personnel, or equipment.
- 3.1.5 The contractor shall immediately notify Employer safety personnel of all accidents/incidents involving employee use of and/or damage/injury to facilities, equipment, or personnel.
- 3.1.6 The contractor shall require their personnel to wear safety shoes/boots in accordance to OHSA standards.
- 3.1.7 The contractor shall provide all required personal protection equipment, e.g. respirators, hearing protection, eye protection, gloves, steel-toed boots, aprons, masks, face shields, reflective vests, etc. as required by OHSA standards. Where applicable test certificates shall be included to guarantee conformance.
- 3.1.8 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.
- 3.1.9 Wherever the Employer owned equipment and/or tools are utilized, the Contractor shall be solely liable for compliance of such equipment or tools with the Occupational Health and Safety Act (as most recently amended) as if the Contractor is both the owner and user of such equipment and/or tools.
- 3.3.10 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.
- 3.3.11 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.
- 3.1.12 The following areas in the company are declared as "HOT WORKS PERMIT" areas:

- a. All airside areas
- b. All basement areas
- c. All areas accessible to the public
- d. All enclosed areas
- e. The terminal building

3.1.13 *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 Employer Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.*

3.1.14 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.

3.1.15 No person shall perform an unsafe / unhygienic act or operation whilst on Employer's premises.

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

3.1.17 Employer 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.

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

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

3.1.20 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.

3.1.21 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.

3.1.22 Wherever Employer owned equipment and/or tools are utilized, the Contractor shall be solely liable for compliance of such equipment or tools with the Occupational Health and Safety Act (as most recently amended) as if the Contractor is both the owner and user of such equipment and/or tools.

3.1.23 The *Contractor* shall comply with the health and safety requirements as per Occupational Health and Safety Act (1993) of 1985 as Section 37(2) appointee.

1.2 Environmental constraints and management

The contractor shall comply with all state, provincial and local environmental laws, and Employer policies and regulations to include but not limited to resource conservation and recovery, safe water drinking, and Clean Air. Refer to Environmental Terms and conditions above.

3.2.2 The use, handling, storage, and disposal of all toxic, hazardous, special or radiological wastes/materials shall be as per, state, provincial, local and Employer environmental regulations and procedures. Personnel shall be trained by the contractor on proper procedures to include spill response and clean up.

3.2.3 The contractor shall provide a complete environmental plan to assure compliance with all environmental statutes and regulations.

3.2.4 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.

1.3 Quality assurance requirements

3.3.1 Quality of Service

3.3.1.1 All work shall be carried out under the supervision of an experienced supervisor (ACSA Electrician).

3.3.1.2 The *Contractor shall* comply with the *Employer's* Quality Requirements.

3.3.1.3 All quality control documentation shall be submitted to the *Service Manager* within 60 days of Contract date.

3.3.2 Rejection of Service

3.3.2.1 If the Contractor fails to comply with his obligations under the contract the Employer may reject any part of the *services* by giving written notice to the Contractor specifying the reason for rejection and whether replacement *services* are required and within what time.

3.3.2.2 Any money paid to the Contractor in respect of *services* not replaced within the time required, and / or obtaining replacement *services* from a third party shall be paid by the Contractor to the Employer.

3.3.3 Correction of Defects

3.3.3.1 The Contractor shall correct defects as per Employer's instruction at no cost to the Employer as per time specified in the SLA.

3.3.3.2 If the Contractor has not corrected the defect within the stated time, the Employer assesses the cost of having the defect corrected by others and the Contractor pays this amount.

3.3.4 Guarantees.

3.3.4.1 The Contractor guarantees workmanship and materials supplied to be free of defects, meaning in accordance with the Service Information and best industry standard applicable to the *services* if not so specified, fair wear and tear excepted, for a period of not less than 12 months after the work has been carried out.

3.3.4.2 All materials supplied as part of the *services* shall be new unless otherwise stated in the Service Information or instructed by the Employer.

4. Procurement

1.4 People

4.1.1 Minimum requirements of people employed

The Contractor shall comply with Basic Condition of Employment Act and Labour Relation Act for the use of labour in executing the works To give effect to the right to fair labour practices referred to in section 23(1) of the Constitution by establishing and making provision for the regulation of basic Conditions of employment; and thereby to comply with the obligations of the Republic as a member state of the International Labour Organisation; and to Provide for matters connected therewith.

4.1.2 BBBEE and preferencing scheme

4.1.2.1 The Employer has formal policy on Broad Based Black Economic Empowerment (BBBEE) programme regarding procurement from Black Suppliers.

4.1.2.2 The Employer policy is to maximise purchases from Black or Black Empowering Enterprises whether Black Woman-owned, small or Large Black or Black empowering suppliers.

- 4.1.2.3 The contractor is required to submit and keep a Valid BBBEE certificate throughout the duration of this contract.

1.5 Subcontracting And Assignment

The Contractor shall not assign or subcontract any part of this contract or a Task Order without the prior consent of the Employer. If the Contractor subcontracts work, he is responsible for performing this contract as if he had not subcontracted.

1.6 Plant and Materials

Quality of Plant and Material

- 4.13.1.1 The contractor shall use plant and material which comply with the Employer's Standards specifications and quality requirements, and shall, if so ordered, furnish the Service Manager with certificates showing that the materials do so comply.
- 4.13.1.2 Where so specified, materials shall bear the official mark of the appropriate standard.
- 4.13.1.3 Samples ordered or specified shall be delivered to the Service Manager's office on the Site.
- 4.13.1.4 Unless otherwise specified, all proprietary materials shall be used and placed in strict accordance with the published instructions of the relevant manufacturer.

Materials, Spares and consumables provided "free issue" by the Employer

- 4.13.2.1 The Contractor shall supplies all the necessary equipment and material required to execute the Works.
- 4.13.2.2 Should the Contractor require using of any of the Employer's Material, including spares and consumables, it must be arranged through the Service Manager. The Employer does not guarantee continuity of supply of any of these items.

Contractor's procurement of Plant, Materials, Management of Inventory and Disposal of redundant Equipment and Spares

- 4.13.3.1 The Contractor shall make use SABS approved tools, equipment and plants and material. Test certificates shall be given to the Service Manager on request.
- 4.13.3.2 The Contractor shall keep minimum levels of critical spares as agreed with Service Manager to avoid prolonged interruption of operations.
- 4.13.3.3 All spares held by the contractor on behalf of the Employer shall be managed as per Employer inventory management policies and procedures. Monthly reports on inventory shall be submitted to the Service Manager.
- 4.13.3.4 The Employer remains the owner of all absolute equipment, inventory and Material and the disposal of such shall be managed as per the Employer inventory management procedures. Redundant equipment shall be identified and handed to the Service Manager.
- 4.13.3.5 It is the prerogative of the employer to decide which equipment needs to be disposed.

5. Working on the Affected Property

5.1 The Works are located at OR Tambo International Airport in the following areas: Cargo, Terminal building and Airfield. Furthermore, Airfield section is a restricted and access controlled area. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such. The contractor will have to adhere to all airport requirements regarding access control, security, fire, health and safety

5.2 The Contractor must ensure that he/she is, at all times, familiar with the Employer safety and security requirements relating to permits in order prevent work delay as a result thereof. This shall include the permit application process.

Note that (within reason) the Contractor shall have no claim against the Employer 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	Employer Safety
Airside Vehicle Permit	All vehicles that enter airside	Employer Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	Employer Parking
Personal permit	All persons employed on the airport	Employer Parking
Cell phone permit	All persons taking cell phones to airside	Employer Security
Tools permit	All persons taking cell phones to airside	Employer Security
Lap top permit	All persons taking lap top computers to airside	Employer Security
Camera permit	All persons taking cameras or camera equipment to airside	Employer Security
Hot Works Permit	All welding and/metal cutting work	Employer Safety

1.7 Employer's site entry and security control, permits, and site regulations

5.3.1 The contractor shall apply for access permits via the Service Manager for approval before submission to the Employer's permit office.

5.3.2 The *Contractor* applies for *Access Permits* for all his employees and/or Subcontractors at the Employer's permit office, at least 24 hours prior to entry of Employer's Security Area.

5.3.3 The Contractor shall not be compensated for costs relating to required permits, nor for labour/time spent in obtaining it. An allowance shall be made in the Activity Schedule in this regard.

1.8 People restrictions, hours of work, conduct and records

5.4.1 Hours of work at the Employers premises/site may be restricted and shall be subject to changes and interruptions due to Airport operations.

5.4.2 The Service Manager shall notify the contractor of any site restrictions and re-arrange for alternative permitted working hours to the particular premises within the Employer's site.

5.4.3 No work shall be done without a written permission in the form of a permit/works order, from an Employer Service Manager or his representative.

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

5.4.5 The Contractor shall **not** be allowed to use two-way radios at the Employer's premises unless these radios are of the type, model and frequency range as approved by the Employer IT department. Approved radios may be arranged via Employer IT department - payment shall be for the account of the Contractor.

1.9 Health and safety facilities on the Affected Property

5.5.1 Medical Facilities

5.5.1.1 The *Contractor* shall provide a First Aid service to his employees. In the event of a serious injury, the contractor shall use Medical Clinic and facilities available *Employer's* premises.

5.5.1.2 The contractor shall report near misses, minor and serious injuries and life threatening situations to the Employer. The *Employer* shall be entitled, however, to recover the costs incurred, in the use of the above *Employer's* facilities, from the *Contractor*.

5.5.1.3 The *Contractor* or his staff shall not move the injured party from the incident position and site unless the person/persons life is in danger or the person is moved by a qualified and trained Emergency Care Worker.

1.10 Environmental controls, fauna & flora dealing with objects of historical interest

5.6.1 No fauna or flora shall be collected or removed from site by any visitor without written permission of the employer, in which case cognizance will be taken of appropriate provincial legislation pertaining to fauna and flora.

5.6.2 Under such cases Employer ethical policies and guidelines shall be strictly applied.

5.6.3 The Contractor has no title to an object of value or historical or other interest within the site

5.6.4 The Contractor shall notify the Service Manager when such an object is found and the Service Manager will instruct the Contractor how to deal with it.

5.6.5 The Contractor shall not move the object without Service Manager Instruction.

1.11 Cooperating with and obtaining acceptance of others

5.7.1 The Contractor shall co-operate with others in obtaining and providing information which they need in connection with the services.

5.7.2 The Contractor shall share the working area with others in executing the services.

1.12 Records of Contractor's Equipment

5.8.1 The Contractor's attention is drawn to the applicable regulation framed under the Machinery and Occupational Safety Act, 1983 (Act No. 6 OF 1983)

5.8.2 When working in built-in areas, the contractor shall provide and use suit able and effective silencing devices for pneumatic tools and other plant would otherwise cause a noise level exceeding 85 Db(A) during excavation and other works.

5.8.3 Alternatively the Contractor shall by means barriers, effectively isolate the source of any such noise in order to comply with the said regulation.

1.13 Equipment provided by the Employer

5.9.1 Should the *Contractor* require using of any of the *Employer's* Equipment, including, electricity, water supply and crane age, it must be specified in the Scope of work supplied by the *Contractor*. The *Employer* does not guarantee continuity of supply of any of these items.

5.9.2 The *Employer* shall be entitled to withdraw use of the said Equipment, should proper maintenance and cleanliness not be ensured. In that event, the *Contractor* shall be obliged to provide the necessary Equipment at his own cost.

5.9.3 The *Contractor* shall be responsible for the repair, replacement or correction as necessary of all pieces of tools and equipment supplied by the *Employer* which are damaged and / or lost whilst in the *Contractor's* custody and control.

- 5.9.4 The *Contractor* site manager must ensure that any one of his employees operating lifting equipment belonging to the *Employer* is authorized by an Accredited Company and retraining is done annually.
- 5.9.5 A copy of this accredited and valid training certificate shall be given to the *Employer's Service Manager*, who will then arrange access for usage.

1.14 Site services and facilities

Provided by the *Employer*

- 5.10.1.1 Water is available at the existing points within Employer's Premises.
- 5.10.1.2 Electrical Power Supply is available at the existing points. The *Contractor shall* provide his own portable supply cables to and from the boards, for all his power supply requirements to execute the *works*.
- 5.10.1.3 The *Employer shall* provide the *Contractor* access to existing toilet facilities.

1.15 Control of noise, dust, water, fire and waste

- 5.11.1 The Contractor shall take all responsible measure to minimise any dust nuisance, pollution of stream and inconvenience to or interference with public as a result of the execution of the works.
- 5.11.2 Remove all rubble and dispose to appropriate facility as according the Employer's Waste Management Policy and Procedures,
- 5.11.3 The Contractor shall not allow any pollutant 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.

6. Switching and Equipment Isolation:

- 6.1 All switching shall only be carried out by Employer's Authorized Persons/Official, Electrical Engineer or a Competent Person under the Personal Supervision of the Employers Authorized Official or Electrical Engineer.

6.2 Working Instruction General

6.2.1 Basic Requirements on Apparatus/equipment:

a. Entry Requirements

No persons shall:

- Enter a substation without obtaining permission to the relevant authorized official or Electrical Engineer.
- Touch insulation covering for equipment which has not been released for Work.
- Disturb a cable that has not been released for work.
- Interfere with any item of electrical equipment without first having been given instructions to do so by the Authorized official or Electrical Engineer.
- Commence work until they have undertaken a Risk Assessment, fully understand instructions and are conversant with the nature and extent of the work to be carried out. Under no circumstances shall the instructions be exceeded.

6.2.2 Should any person consider they are unable to carry out the work safely; the matter must be referred to Electrical Engineer or higher authority for a decision before continuing.

6.2.3 No person shall enter live chambers , enclosures or confined space until instructed to do so by the Authorized Person/Official or Electrical Engineer following a job specific Risk Assessment, after all necessary safety precautions have been taken.

6.2.4 Smoking is prohibited in the vicinity of the work area/zone.

6.2.5 The person responsible of the works shall be a Competent Person, a Responsible Person

or a Person having a higher level of Authority and Competence.

6.2.6 Training Requirements

Arrangements shall be made by an Authorized Official, Electrical Engineer or a Person having a higher level of Authority and Competence to ensure that all persons with access to live chambers, enclosures or confined space are adequately informed of: -

- Risks to their Health and Safety
- Planned and protective measures to be taken
- Procedure in the event of serious or imminent danger
- The risks arising from other activities in the workplace
- Those with access to operate equipment are aware of the consequences of operations carried out.
- Other people who may be exposed to danger by the operations or works receive adequate information and where necessary instruction.
- The capabilities of Persons are taken into account in allocating tasks.
- Treatment for Electric Shock
The competent/responsible person who is in charge of or control of work on the electrical network or apparatus/equipment shall be trained and conversant with the treatment for electric shock.

6.2.4 Objections on Safety Grounds

When any person who has concerns regarding the operation of or work upon the electrical network or apparatus/equipment, they shall refer them to Authorized Official, Electrical Engineer or a Person having a higher level of Authority and Competence. The matter shall be investigated, and reviewed before proceeding

APPENDICES

Service Information Details

APPENDIX A - List of Equipment to Be Maintained

APPENDIX B - Planned Maintenance: Maintenance Activities and Frequency

APPENDIX C – Service Level Agreement (SLA)

APPENDIX B**Planned Maintenance: Maintenance Activities and Frequency;****B1. UPS systems and batteries****B1.1 Specific work instructions for electrical - Battery tripping units**

Activity	Activity Description	Freq
Monthly Maintenance	Battery Tripping Unit: 1. Clean tripping batteries and terminals 2. Top up cells with distilled water (where applicable) 3. Check battery charger for loose connections and tighten if required 4. Ensure "TRICKLE" charge operational 5. Measure and record battery voltage 6. Check Amp / Volt meters for proper operation 7. Check back indication lamps and replace if required	1m
Three Monthly Maintenance	1. Clean tripping batteries and terminals 2. Top up cells with distilled water (where applicable) 3. Check battery charger for loose connections and tighten if required 4. Ensure "TRICKLE" charge operational 5. Measure and record battery voltage 6. Check Amp / Volt meters for proper operation 7. Check back indication lamps and replace if required	3m

B1.2 Specific Work Instruction for Electrical - UPS

Activity	Activity Description	Freq
Monthly Maintenance	1. Visually inspect UPS physical condition. 2. Visually inspect UPS electrical wiring for signs of overheating and insulation break down. 3. Review event log. 4. For rotary UPS, grease the bearings of the generator. 5. Inspect cabinet fans for proper operation. 6. Software Setups saved on UPS models that have this option. 7. Check and record battery charger for proper charge rate. 8. Inspect air filters for plugging and deterioration, replace if required. 9. Adjust for proper output voltage. 10. Verify metering display is accurate. 11. Take voltage readings on the input and output. 12. Take current readings on the input and output. 13. On parallel systems verify proper load sharing between UPS modules. 14. Check internal power supplies 15. Record event memories.	
Three Monthly Maintenance	1. Inspect UPS and its associates 2. Housekeeping of installations 3. Maintain electrical systems 4. Measure and record UPS temperature room, %load on UPS, UPS charger voltage 5. Measure and record battery cells, inverter output voltage, current, frequency, power factor 6. Remove dust build up from batteries and UPS 7. Record any alarm conditions and repair them when instructed 8. Carry out lamp test and static and manual by-pass switch test 9. Compare display values with the recorded, and calibrate if required 10. Perform UPS service 11. Take necessary measurements and record them 12. Record any excessive heat build-up in the UPS room as this reduces battery life	

Appendix C – Service Level Agreement

Operational hours

Normal airport operational hours shall be **from 00:00 to 23:59** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The maintenance staff will be here 9 hours per day. 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
Site Manager/Technician	1	5	Mon-Fri (08:00-17:00)
Electrician	3	5	Mon-Fri (08:00-17:00)
Electrical Assistant	3	5	Mon-Fri (08:00-17:00)

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

Response and closure times

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.

The contractor will at all times comply with the following when faults are reported:

Response Times

Response time shall be calculated as the time taken from the faults being reported (via SCADA, 3rd party or the other) to the time the contractor's personnel reports on site.

All breakdowns **during normal working hours** shall be responded to within **15 minutes**.

All breakdowns **after working hours** shall be responded to within **45 minutes**.

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** and **after working 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

Corrective or breakdown maintenance, defect free period will be no less than 6 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:** Consistent non-compliance to contracted response times for three consecutive months will result in a penalty of R2000.00 (two thousand rand) for each month after the third month until the specific service level is achieved.
- b. **Closure duration:** Consistent non-compliance time to contracted response time for three consecutive months will result in a penalty of R2000.00 (two thousand rand) for each month after the third month until the specific service level is achieved.
- 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 and housekeeping:** 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 and housekeeping infringement be committed, a penalty of R 2000.00 (two thousand rand) will be retained from the following months invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.
- e. If a defects certificate is issued to the contractor then the contractor is liable to pay a penalty fee of R2000.00.

Where a respond time could not be achieved as a result of a physical impracticality (such as Airports security arrangements, communication systems weaknesses, etc.) this event will not be taken into account in calculating the contractor's performance and a penalty will not apply.

Parties agree that penalties will not be the only/final remedy for poor/nonperformance. Should an event occur for which a penalty is described, ACSA shall not be limited to claim the only amount stated as the penalty. Under no circumstances will a penalty (even if claimed by ACSA) limit ACSA's or other party's legal position to claim for damages against the contractor as described elsewhere in the contract.

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

ACSA must notify the contractor in writing if it is its intension to claim penalty within 60 days of an event or ACSA will lose its right to claim penalty. Should ACSA not claim the penalty of an event it shall not be interpreted the level performance is acceptable or ACSA shall not be entitled to claim for similar future events.

PART C4: SITE INFORMATION

Contents:	No of pages
C4 Site Information	3

C4: Site Information

C4.1: Information about the *site* at time of tender which may affect the work in this contract

The Works are located at OR Tambo International Airport, which is a restricted and access-controlled area. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such. The contractor will have to adhere to all airport requirements regarding access control, security, fire, health and safety.

4.1.1 Access limitations

a. General

- The works is within the security area of the Airports Company South Africa (ACSA) and access to the site is governed by the terms and conditions laid down by ACSA Security Officials from time to time. The *Contractor* shall satisfy himself as to these terms and conditions.
- The *Contractor* shall liaise with the ACSA Security Staff in order to obtain access permits for his staff and vehicle, which will be working within the airport. Personnel and vehicles entering and leaving the site are subject to routine searches.
- The *Contractor* will have to obtain a “gate permit” from the *Project/Service Manager*, before materials and equipment can be removed from the site. The “gate permit” gives an itemized list of materials and equipment to be removed from site.
- The *Contractor* shall make his own assessment of, and shall allow in his rates for those access problems which may be encountered and no extra payment or claim of any kind will be allowed on account of difficulties of access to the Works.

b. Permits

- The Contractor shall ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order prevent work delay as a result thereof.
- This shall include the permit application process.
- The Contractor shall 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
Tools 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
Airside Projects/Works Permit	For All projects on the Airside	ACSA Airport Operations/Safety
Low /Medium Voltage Permit to Work	For all work on Substation, Distribution Boards and Cables	ACSA Electrical Maintenance

- 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.
- No work shall be done without a written permission in the form of a permit/works order, displayed on the wall or in a visible area in the work area.

c. 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.
- Approved radios may be arranged via said department - payment will be for the account of the Contractor.

4.1.2 Ground conditions in areas affected by work in this contract

There are no excavations activities in this project.

4.1.3 Hidden and other services within the site

There might be water and sewer pipes crossing under or above the substation. Also there are a lot of other cables going through the substation to other substations and these must be treated as live cables. There are also communication cables connecting the substation with the other substations.

4.1.4 Details of existing buildings / facilities which Contractor is required to work on

The substation is an existing substation with working electrical equipment. Detailed single line drawings and room layout are available on request. The contractor is only required to work in the two-substation mentioned on the scope of work.

4.1.5 Safety Management

- The *Contractor* must be registered with the Occupational Health and Safety Commission.
- The *Contractor* submits a Health and Safety Plan to the *Employer* for work to be performed.
- The Health and Safety plan must include a Risk Assessment of the activities with mitigating methods that will be used to prevent accidents.
- The Health and Safety plan must be implemented and monitored to ensure its integrity.

- Details of *Contractor's* appointed Health and Safety Committee members must be included and appointed in writing.
- The *Contractor* in writing must appoint all competent person/s.