



AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Term Service

Short Contract (TSSC3)

A contract between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and

(Registration Number:)

for THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

Contents: Compiled in accordance with CIDB Standard for Uniformity in Construction Procurement (January 2009 amendments) **Page No.**

Part C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data provided by the *Employer*

C1.2 Contract Data provided by the *Contractor*

Part C2 Pricing Data

C2.1 Pricing assumptions

C2.2 Price List

Part C3 Scope of Work

C3.1 Service Information

Pro Forma Task Order

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER _____

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

Documentation prepared by:

Khathulo Rabambi

C1 Agreements & Contract Data

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for **THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT**

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

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

The offered total of the prices (**INCLUSIVE OF VAT**) is:

..... (In words);

R (in figures)

(The above amount should be calculated as per the guide provided in the Activity Schedule. In the event of any conflict between the amount above and the Activity Schedule, the latter shall prevail.)

for the contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness

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

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3: Service information.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Service manager (to be confirmed) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

for the Employer

Signature Date

Name Capacity

Airports Company South Africa,
Cape Town International Airport
Southern Office Block, Administration Building
7525

Name and signature of witness

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

Schedule of Deviations

1 Subject

Details

.....

.....

.....

2 Subject

Details

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.....

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3 Subject

Details

.....

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4 Subject

Details

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.....

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5 Subject

Details

.....

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.....

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER _____

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

Name and Address Airports Company South Africa (ACSA)
SOC,
Cape Town International Airport,
Private Bag X9002,
Cape Town,
7525

Name &
Signature of
witness

Date

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

C1.2 Contract Data

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		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
		X17: Low service damages
		X19: Task Order
		X18: Limitation of Liability (as amended in Option Z)
		X20: Key Performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	Cape Town International Airport Southern Office Block, Administration Building 7525
10.1	The <i>Service Manager</i> is:	<i>Khathulo Rabambi</i>
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport
11.2(13)	The <i>Service</i> is	OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT, as set out in part C3 service information.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER _____

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

11.2(14)	The following matters will be included in the Risk Register	OHS Act and New Construction Regulation compliance.
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Upon signing of this Agreement / Contract by ACSA
30.2	The <i>Service Period</i> is	Six (6) months
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is on the	30 days
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
X17	Low service damages	If the Contractor produces substandard work the Employer can -insist the Contractor to corrects the Defects to provide the quality specified in the service information -recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or - accept the Defect and also a quotation from the Contractor for reduced Prices in return for a change to the service information
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The Total losses suffered and/or costs incurred to the employer's property
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The Total losses suffered and/or costs incurred to the employer's property
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Total losses suffered and/or costs incurred to the employer's property
X19	Task Order	This Option can be used when all the services to be provided under the contract are to be instructed by Task Order, or when other services are being provided under the contract, and Tasks are added as necessary. For example, Ad hoc works
X20	Key Performance indicators	

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

X20.1 to X20.5	<p>Key Performance Indicators (KPIs) are being increasingly used as a means of improving efficiency and encouraging better performance by contractors with a view to continues improvement. KPIs are provided for in Option X12 where partnering arrangements are in place. This Option X20 can be used when Option X12 is not used. The procedure in Option X20 requires the establishment of performance targets and regular reporting by the Contractor of his performance measured against the KPIs.</p>
Z	<p>The <i>Additional conditions of contract</i> are Z1 – Z19</p>
Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	<p>Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</p>
Z2	Providing the Service:
Z2.1	<p>Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.</p>
Z5	Termination
Z5.1	<p>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business recue proceedings”.</p>
Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:
Z7.1	<p>Insert the following new clause as Option X18.6: The <i>Employer’s</i> liability to the <i>Contractor</i> for the <i>Contractor’s</i> indirect or consequential loss is limited to R0.00</p>
Z7.2	<p>Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract</p>
Additional Z Clauses	
Z8	Cession, delegation and assignment
Z8.1	<p>The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i>, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i></p>
Z8.2	<p>The <i>Employer</i> maycede and delegate its rights and obligations under this contract to any person or entity</p>
Z9	Joint and several liability

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

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- Z9.1** 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 the Contract.
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- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
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- Z9.3** 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*.
-
- Z10 Ethics**
-
- Z10.1** The *Contractor* undertakes:
-
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
-
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
-
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
-
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
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- Z11 Confidentiality**
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- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
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- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
-
- Z11.3** This undertaking shall not apply to –
-
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
-
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
-
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
-
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
-
- Z12** ***Employer's Step-in rights***
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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.
-
- Z13** ***Liens and Encumbrances***
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- Z13.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
-
- Z14** ***Intellectual Property***
-
- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
-
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
-
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
-
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
-
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
-
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
-
- Z14.5.2** the use of the *Contractor's* Equipment, or
-
- Z14.5.3** the proper use of the Works.
-
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
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THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16 Notification of a compensation event

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

Z17 BBEE and Tax Clearance Certificates

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

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

Z18 Communication

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

Z18.2 The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 Delegation

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

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

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER _____

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

Name:

Job:

Responsibility:

Qualifications:

Experience:

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

11.2 The following matters will be included in the Risk Register

- Existing Services (Meeting SLA)
 - Access to Site
 - Delay in supply of material and/or equipment
 - Delays in execution of Ad hoc repairs
 - Use of tools and attaining permits for hot works and unplanned maintenance work
 - Travelling public and ACSA stakeholders
 - Staff complement
 - Non-adherence to safety requirements
 - Risk of financial loss and/or injury of persons due to the proximity of the service (or of persons performing the service, or of moving/stationary vehicles) to moving and stationary aircraft
 - Health risk and/or risk of injury/death due to exposure of persons to poisonous and flammable substances and gases
 - Risk of injury due to lifting of heavy objects or falling on heights
-

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY MANDATARY AGREEMENT

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

OBJECTIVES

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

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

Name of Organisation: <p style="text-align: center;">AIRPORTS COMPANY SOUTH AFRICA" ACSA"</p>
<p style="text-align: center;">Physical Address: Airport Company South Africa</p> <p style="text-align: center;">The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008</p> <p style="text-align: center;">P O Box 75480, Gardenview, Gauteng, South Africa, 2047</p>

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

MANDATARY'S MAIN SCOPE OF WORK

1. Definitions

- 1.1 "Mandatary" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;
- "The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

- a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

The Mandatory and/or his / her designated person shall report to the Client prior to commencing any work at the airports as well as when the activities change from the original scope of work.

3. WARRANTY OF COMPLIANCE

- 3.1 In terms of this agreement the Mandatory warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
- 3.2 The Mandatory further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.
- 3.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. SHE Risk Management

- 4.1 The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his/ her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:
- Individual's history of general and previous occupational health
 - Comprehensive physical examination for evaluation of systemic function
 - Blood Pressure Measurement
 - Weight, Height and Body Mass Index
 - Urine screening
 - Drug screening
 - Audio screening
 - Lung Function Test
 - Keystone eye test
 - Work at Height Questionnaire
 - Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email

Confidential

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty eight (48) hours.

13.2 All incidents referred to in Section 74 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be providing with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 82 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

19. INTOXICATION AND SUBSTANCE ABUSE

- 19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.
- 19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.
- 19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- 19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

- 20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- 20.2 The Mandatary shall be monitoring compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client nonconformance reporting tool.
- 20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such noncompliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

<p align="center">COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993</p>
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The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

- a) All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
- b) The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- c) The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing. A copy of this letter must be made available to the Client.

The Contract/Project Manager shall sign this agreement as the Client's representative.

3 ACCEPTANCE BY MANDATARY

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

Ia duly authorised 16.2 Appointee acting for and on behalf of(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

.....

4 SIGNATURE ON BEHALF OF MANDATARY
(Warrant his authority to sign)

DATE

Witnesses:

1. _____

2. _____

5 SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

C2 Pricing Data

C2.1 Pricing Assumptions

1. The Contract Data, Scope of Work, drawings and any other documents mentioned or referred to are to be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. However, Tenderers have the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Tenderer shall be VAT Exclusive prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Tender is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will be adhered to.
11. Variations in the scope and extent of the work shall be allowed to meet the Service Manager's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Service Manager and any balance remaining shall be deducted from the amount of the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Service Manager.
14. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

C2.2 Price List

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

Activity Schedule:

Item No.	Description	Unit	Amount
	Cape Town International Airport		
1	Preliminary and General		
1.1	Safety File	Sum	
1.2	Airport Permits	Sum	R30 000
2	Condition Assessment		
2.1	Visual inspection and measurement of the site (Canister shed)	Sum	
2.2	Piping System Inspection Includes walk-through and measuring	Sum	
3	Reporting and Documentation		
3.1	Includes all specification of suitable gas leak detectors, installation method statement and drawing (P&ID)	Sum	
4	Gas detectors		
4.1	Supply Gas detectors	Sum	
4.2	Intallation, testing and commissioning @10%	Sum	
5	Equipment mark up	Sum	
6	12 Months warranty maintenance	Sum	
7	Contingency @10%	Sub Total	
	Total		

****All rates for all activities including diagnostic and repair shall include all required tools, software, hardware, and consumables (including all applicable specialized tools and software, hardware, and consumables) Onus is on the contractor to price correctly).**

*****It is noted that the required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required maintenance is catered for as per the Original Equipment Manufacturer in the pricing above.**

******Low service damages will be applicable as per the Low service damages table in the NEC Contract**

Labour rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Activity Schedule – part 2 (Labour rates and Mark-up - Breakdowns)

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

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

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

i) **LABOUR RATES: (to be filled in)**

Table 1- Labour cost

Item#	Description	Normal hours (R/hour)	Monthly Rate (R/month)	Total for a month (30 days)
1	Mechanical Engineer			
2	Site Supervisor			
4	Technician (Trade Test (Millwright/Fitter))			
5	Semi Skilled			
	Total			

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations . The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to LPG GAS.

Note the following *minimum* below as and when required

Description of Key Resources	Minimum Qualifications/Registrations of Key resources	Experience of key resources
Site Supervisor	Electrical/Mechanical N4 with trade test (Fitter/Millwrights)	<ul style="list-style-type: none"> • 4 Years experience in LPG gas plant • 4 Years' experience in OHS • 4 Years supervisory experience
Technician	Electrical N2 qualification with trade test (Millwrights/Electrician)	3 Years Post trade test experience in installation and maintenance of LPG gas plant
Assistant	Mechanical NQF Level 2	1 Years of experience in assistance of installation or maintenance of LPG gas plant
Mechanical Engineer	BEng/BSc/BTech Mechanical Engineering with valid ECSA registration Pr Eng/ Pr Tec	<ul style="list-style-type: none"> 4 years' experience in LPG Gas plant 4 Years OHS experience 4 Years supervisory experience

CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES**NOTE:**

- a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware, and consumables (including all applicable specialized tools and software, hardware, and consumables) Onus is on the contractor to price correctly).
- b) All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.
- c) Call outs are not chargeable during hours technician/artisan/assistants, or any applicable resource

- are on site.
- d) Call outs are not chargeable during working hours' technician/ assistants are on site (08:00 – 17:00)
 - e) The contractor will be compensated according to the contractor's repair rate, and it is subject to discussion with the service manager due to proven factors that are beyond the contractor's control (some of the internal and external factors are listed).
 - f) Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor, thus ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.
 - g) Any outsourced services (sub-contracted work) utilised in place of existing resources which would normally form part of routine maintenance on the contract will not be subject to a mark-up and will be part of the routine maintenance cost of the Contractor.
 - h) **Contractor** will provide ACSA with 3 quotations to ensure the most feasible pricing is achieved
 - i) **Contractor** to conduct basic maintenance and first line fault finding on 3rd party equipment.
 - j) Where spares are imported, all costs relating to importing and shipping of the spares shall be invoiced at cost to ACSA, unless already calculated into the OEM standard price list.
 - k) The callout rates shall include travelling costs as per AA rates R/ km (maximum Travelling distance of 30 km one-way)

ii) ADHOC COSTS – VARIABLE

The Ad hoc costs will not form part of the fixed contract costs and will be as per the schedule shown in the table below. For planned work, a quotation will be required and a PR (Purchase Requisition) created before work commences. Thereafter, invoices will be required to process payment.

For emergency work, permission to carry out work outside the scope of the fixed contract service has to be obtained from the Service Manager or his authorized representative or the M&E Manager. PR and Orders for work done will be issued by the employer as soon as possible.

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

Table 2 : Adhoc labour rates

Additional Skill Set	Activities	Rate/hour
Technician- Electrical N2 qualification with trade test (Millwrights/Electrician)		
Mechanical Engineer	Specialized services e.g. Adhoc provision of P&IDs	
Site Supervisor		

iii) SPARES and MARK -UP

*Spares will be managed by the contractor using ACSA's manual inventory management system. The manual inventory management system will include but not limited to.

- Conducting and submission of monthly and quarterly stock count to the Service Manager by the contractor,
- Keeping up-to-date inventory cards by the contractor,
- Management of spares movement by the contractor,
- Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.).
- Ensure the safety and security of the storeroom by the contractor as per space given to them.
- The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

- Management of inventory by the contractor as per ACSA inventory procedure
- Spares:

Mark-up (third party procured items/services)

Bidder to complete.

Value of Item or Services	**Mark-up (Contractor to fill in) provide percentage mark -up
R0 - R2,000	30%
R2,001 - R5,000	25%
R5,001 - R10,000	20%
R10,001 - R50,000	15%
Above R50 000	10%

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

** The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.*

****The mark-up will be applicable to the total of the third-party quotation not on a single line item in a quotation.**

Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted. The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Contract value

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

C3: Scope of Work

C3.1 Service Information

DESCRIPTION OF THE WORKS

This scope covers the assessment of the LPG gas plant, supply, install and commission suitable gas leak detectors in accordance with SANS 10087 and relevant statutory and safety requirements. The focus is on ensuring compliance, operational safety, and system integrity.

Onus is on the contractor to provide assurance that competent persons would be carrying out all tasks in accordance with all the applicable standards, OEM requirements, procedures, regulations and legislative requirements.

Interpretation and terminology

The following abbreviations are used in this Scope:

Abbreviation Meaning given to the abbreviation

ECSA	Engineering Council of South Africa
CTIA	Cape Town International Airport
NKP	National Key Point
CAA	Civil Aviation Authority
SANS	South African National Standards
FIDPM	Framework for Infrastructure Delivery and Procurement Management

Scope of Work

Site Assessment

- Conduct a non-invasive comprehensive assessment of the existing LPG gas piping and equipment layout.
- Identify potential gas leak points and hazardous zones.
- Evaluate ventilation and surrounding conditions that influence detector placement.

Recommendation

- Recommend the appropriate type (laser, infrared or ultrasonic) and quantity of gas leak detectors.
- Determine ideal detector locations for maximum safety and compliance with relevant standards (10087-1).
- Provide a detailed layout showing proposed detector positions.

Supply

- Procure and supply approved, high-quality LPG gas leak detectors.
- Ensure all detectors are SABS approved.
- Supply all necessary accessories and mounting hardware.

Installation

- Install gas leak detectors at recommended locations.
- Connect detectors to the independent alarm system.

Testing and Commissioning

- Perform functional testing of each detector post-installation.
- Simulate gas leak scenarios to verify detection and alarm functionality.
- Calibrate detectors per manufacturer specifications.
- Provide system handover and client training on use and maintenance.

Deliverables

1. Site Assessment Report
 - Summary of findings
 - LPG system layout diagram (as-is and proposed)

- Risk assessment.
- 2. Recommendation Report
 - Gas detector specifications
 - Detector location plan (CAD/digital format)
 - Justification for chosen types/models
- 3. Procurement Documentation
 - Product datasheets and certifications
 - Manufacturer warranties
- 4. Installation and Integration Report
 - Photos of installed units
 - Connection and wiring diagrams
 - As-built drawings
- 5. Testing and Commissioning Report
 - Calibration records
 - Functional test results
 - Acceptance and sign-off form
 - Certificate of Compliance
- 6. Training & Handover Documents
 - User manuals
 - Maintenance schedule

Exclusions

- Civil or structural modifications (unless explicitly included)
- Fire suppression system upgrades
- Ongoing monitoring and maintenance post-defect and liability period.

Access to site

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirement as specified by law. Also, will be auditable from time to time.
- Personal Protective Equipment should be issued before the commencement of work.

Extent of the works

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

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

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

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

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

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

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

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

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

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

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

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

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

Location of the works

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

2. Specifications

Particular / generic specifications

All work shall conform to all relevant SANS 10087 standards, SABS, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof i.e., OSH Act Administration regulations of 2003, General Health & Safety Regulations of 2005, General Machinery Regulation, Driven Machinery Regulations and Applicable Engineering Standards.

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

2.1 Health and safety, the environment and quality assurance

Health and safety risk management

The Contractor shall comply with the health and safety requirements contained under C1.3: Occupational Health and Safety Agreement of this Service Information.

The Service Provider shall:

Comply with all the Company's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the Occupational Health and Safety Act No. 85 of 1993; and use reasonable efforts to ensure that the provision of the Services at the Company's premises does not cause any unnecessary obstruction so as to avoid danger to these persons.

The Service Provider shall consider itself "the Company" for the purposes of the legislation referred to in clause 27.4 and shall not consider itself under the supervision or management of the Company with regard to compliance with this legislation.

The Service Provider shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.

Safety Check List for Contractors – As Per ACSA Contractors OHS Act requirements.			
Contractor: _____			
Contract: THE APPOINTMENT OF AN ENGINEERING SERVICES FOR LPG GAS SYSTEM CONDITION ASSESSMENT & INSTALLATION OF GAS LEAK DETACTORS AT AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT			
Duration of Contract: 6 Months			

No	Item	Received	Accepted
1.	Letter of Good Standing.		
2.	Notification of Construction Work		
3.	Mandatory Form – 37(2) Agreement between ACSA and Contractor		To be signed accordingly
3.1	Mandatory Agreements – Between Principal and sub-contractors		To be kept in SHE files
4.	Letters of Appointments 16.2 – Assistant CEO – OHS Act CR 8.1 Construction Manager CR 8.7 Construction Supervisor CR 9(1) Risk Assessor GAR9(2) Incident Investigator ALL OTHER RELEVANT APPOINTMENT LETTERS TO BE KEPT IN SHE FILE		All appointment letters to list the job specifications of each appointee and to be signed by both the appointer and appointee.
5.	OHS Specification		To be signed accordingly and return a copy of last two pages to ACSA
6.	Health and Safety Plan		
	Risk Assessment		
	SWP/SOP		

7	ACSA Baseline Risk Assessment + Risk Matrix		To be kept in SHE files
8	Medical proof of ALL employee's physical and psychological fitness to work ON SITE		
9	Airside Safety Plan		
10	Safety Statement Policy		
11	Lifting Equipment Operator's Competency Certificates		
12	Environmental Method Statement – Environment Terms and Conditions Permit Signed		To be signed accordingly and return a copy of the Terms and Conditions to ACSA

ACSA accepts that the above HSE documents have been submitted, but this does not imply that ACSA will accept any liability for any omissions on the contractor's behalf.

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

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

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

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

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

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

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

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

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

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

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

2.3 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in below:

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

At no time shall the Contractor:

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

2.4 Quality assurance requirements

Quality plans and control

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

All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with SANS, standards.

2.5 Procurement

Preferential procurement procedures

Requirements:

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

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

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

With regard to insurance, clause 11.2(6) of the NEC will be applicable to avoid the Employer having to pay for costs which the contractor is required by the contract to insure against.

The Contractor must adhere to all airport requirements regarding compliance as from time to time documents will be requested such as SARS certificate, Service Contract Financial Statement etc. Failure to provide the requested information the Service Manager has a right to withhold contractor fees and terminate the contract.

2.6 Site Regulation and Access Control

Minimum requirements of people employed.

Constraints related to people employed to Provide the Service:

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

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

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

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 casual labour (i.e., "off the street" labour) may be employed by the Contractor unless pre-arranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

Provide ECSA Professional Registration as per the qualification criteria for the resources Engineer (Qualification on B Tech or BSC or B Eng on Electronics or light current engineering , Wireman's licence/Electrician from Dept of Labour, N- Trade and Certificate, Matric & relevant Merseta qualification), SAQCC

All Foreign Qualifications must be accompanied by a letter from the South African Qualifications Authority(SAQA).

All Foreign Professional registrations must be accompanied by a letter from the Engineering Council regarding applicability in the Republic of South Africa.

3. Constraints on how the Contractor Provides the Service

ACSA CTIA site is regarded as a National Key Point of Entry
The following National Key Point Requirements shall be adhered to:

- Criminal clearance check
- Zero alcohol tolerance
- Access to site through valid Permits
- Medical Clearance Certification

Service provider staff are not allowed to operate without valid permits at any time and Service Manager has a right to instruct the individuals contravening permit rules to leave the site and the service provider will be held accountable and this may lead to contract termination.

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

People restrictions, hours of work, conduct and records

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site. **It is very important that the Contractor to note some restrictions and hours of work may apply to this contract to avoid operation interruption as a result, night work will be unavoidable, and the Contractor should price accordingly**

Identification of Contractors On-Site

It is expected that contractors wear visible company uniform when entering the premises as a form of identification.

Insurance provided by the Employer.

It is important that the Contractor recognises that his risks include those shown in C1.4. Consequently, even if such insurance are effected by the Employer, the Contractor should satisfy himself as to the adequacy of the policy and cover.

The Contractor should inform the Service Manager of any discrepancy between the Employer-provided insurances as stated in the Contract Data.

3.1 Meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor shall not submit claims for payment for staff attending any of these meetings. There will be minutes kept for this meeting for record purposes.

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:
Risk register and compensation events	Monthly on last Thursday of every month at 14H00	SOB ACSA Admin offices	Employer and Contractor.
Overall contract progress and feedback	Monthly on last Thursday of every month at 14H00	SOB ACSA Admin offices	Employer and Contractor

Meetings of a specialist 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*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or 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.

3.2 Use of standard forms

All NEC standard forms documents are applicable.

3.3 Invoicing and payment

The contractor will submit a financial statement on monthly basis. On the last day of each month, the Service Provider shall deliver original invoices to the Company in respect of the Services. The invoice must contain the following minimum information and/or be substantiated by the following documentation:

- amount due in respect of VAT.
- the Service Provider's VAT registration number.
- such additional information and/or documentation as the Company may reasonably require from time to time.

Payment will take place within 30 (Thirty) Business Days after receipt by the Company of a duly prepared original invoice.

All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in (Contract Data) hereto.

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

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

The Contractor shall address the tax invoice to
Employee Name:
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)

Electronic payments

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

3.4 Records of Defined Cost

Daily records

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

The Contractor shall keep in a safe place every statutory certification record book detailing inspection and test, maintenance, examination and any related incidents.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice for assessment and certification as per clause 50 of the NEC. This will include monthly reports on:

1. maintenance work (including % of scheduled maintenance work completed)
2. daily checks performed
3. defects report highlighting any apparent defect on the system
4. maintenance plan for the next month
5. the latest spares inventory and
6. any other reports that may be requested by the employer from time to time in order to aid investigations or continuous improvement initiatives.
7. Statement of account indicating financial transactions.

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

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

The contractor shall further provide copies of these monthly record sheets to ACSA Service Manager not later than the 7th day of every month. **Failure to submit the monthly record sheets will result to any monies due to the contractor being held and low service damages initiated. Reoccurrence of this nature may lead to an immediate cancellation of the contract.**

Format of communications

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

Incidents and Events Reports

The contractor shall conduct RCA (root cause analysis) for incidents and events encountered on the infrastructure and submit a detail technical incident report within 48hrs.

3.5 BBBEE and preferencing scheme

NOT APPLICABLE

4. Requirements for the plan

The Contractor's plan for the service will inform both the employer and service manager the contractor's detailed intention on how the contractor will provide the service. The plan shall consist of working methods as well as details of the resources, including the Equipment the contractor intends to use. This will enable the Service Manager to monitor the contractor performance and to access the adherence to KPI table.

The contractor plan should cover the following which should be submitted and attached on the NEC contract as **Annexure 1- tender's Operational and Resources Plan Proposal 30 days after the tender award as per NEC clause 21.1**

The tenderer must submit a comprehensive proposal that shows **Operation Plan and Resource Plan Proposal** including the **Accreditation and Certificates** of each resource considered to meet the SLA and KPI's

- Resources to conduct both plan and corrective maintenance on the SLA and achieve the KPI in maintaining the Key Asset i.e. Chillers, Electrical Motors, Pumps
- The proposal should not be limited to manpower only it should cover equipment **-instruments and tools**
- The tender must submit accreditation and certificates for all resources identified under the operation plan to enable the service provider to achieve the KPI and SLA. **i.e. BSc, B-Tech or ND, Wireman's licence/Electrician from Dept of Labour etc, SAQCC and**

The service provider should consider below on their service plan for reporting and ensuring to meet the KPI requirements

5. Operational hours

Normal airport operational hours shall be **from 04:00 to 00:20** for every day of the year, but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

All the information to the above breakdowns and stoppages exceeding agreed response times shall be logged with the ACSA IMC (Infrastructure Monitoring and Control department) at (021) 937 1257 or email CIAHELPDESK@airports.co.za

Conversely once the problem has been resolved the contractor will advise the IMC (Infrastructure Monitoring and Control department) at (021) 937 1257

Availability Performance Measures- SLA Performance Measures and Response times

The following service levels are the minimum service levels acceptable to ACSA, CTIA, Contractor must at all times comply with and be able to match or better the service levels.

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

The Period of review shall be Monthly.

ACSA has authority to give the contractor the call-out, the authority will be from both IMC and Service Manager.

5.2 Service Level table

The following service levels are the minimum acceptable service levels for this contract.

Item	Benchmark*
Fire Extinguisher- Availability	Availability must be a minimum of 99.5% per month.
% of planned maintenance completed per month	100%
Response time for call during normal working time	20 minutes on land side and 30 on the airside (The response time is calculated from the time the contractor receives a call/missed call/voice mail etc. from IMC and sometimes from service manager)
Response time for call outs (After working hours, weekend and holidays)	60 minutes on land side and on the airside
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed with 6 working days from date of issuing to contractor, (Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 1 working day from date of issuing to contractor (Issued by ACSA either by mail or manual collection)

**The PMs' and work Orders are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manager*

*** Availability, MTTR and MTBF as defined in the IMC procedure.*

5.3 Response Times

The Contractor must at all times comply with the following:

Response time shall be calculated as the time taken from the fault being reported (via IMC, 3rd party, or other) to the time the fault is cleared, and the relevant device becomes available for use.

100% of all Call-out breakdowns shall be responded to within 20 minutes on landside and 30 minutes on airside. Response time for call outs after working hours, weekend and holidays is 60 minutes on land side and on the airside. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

Any Fire extinguisher breakdown impacting 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.

5.4 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 1.5 hour, unless a special agreement exists with the employer’s agent. Include escalation procedure. The contractor must report any defect immediately to ACSA.

In the event of a fire extinguisher System or its related component being unavailable, it will be the sole responsibility of the Contractor to advise the Infrastructure Monitoring Control (IMC) as well as Contract Manager immediately.

5.5 Defect free liability period

Defect free liability period – preventative maintenance	The defect free period will be no less than the interval between preventative maintenance intervals.
Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months or as per OEM specifications.

Maintenance Management

Contractor is expected to adhere to a 90/10 planned vs. unplanned maintenance split on monthly basis.

On arrival to site (airport) to attend to a callout, a contractor need to notify IMC (ACSA Helpdesk at CIAHELPDESK@airports.co.za or +27 (0) 21 937 1257) and also notify IMC (ACSA Helpdesk) on completion of the repair work before leaving the site (airport).

Checklists and Logbooks

- Technical checklists and logbooks to be kept and verified by ACSA personnel as per OEM or SABS standard.
- Audits will be performed on ad hoc basis to assess quality of checklists and logbooks.

DAR (Data Analysis and Reporting)

- Weekly and Monthly feedback report to be compiled and submitted to ACSA mechanical maintenance department stipulating per area cost breakdown, findings and recommendations. This report should state number of failures, availability and reliability of the particular equipment. Daily reports to be available on request.
- If an incident or deviation occurs, an RCA (Root Cause Analysis) investigation to be carried out along with ACSA mechanical maintenance personnel to determine the root cause and corrective actions required to bring the physical asset back online.
- A technical investigation report of any incident should be submitted within 24 hours to ACSA Mechanical Maintenance Department.
- Inventory control audits reports to be submitted on monthly basis.

A management report that consists of a task list should be submitted for all repairs and replacements and not just an invoice.

5.6 Evaluation

Contractors will be evaluated on the following:

Safety & Housekeeping	Safety warning sign in place
	Isolation/ cordon/ Barricading off area

	Apology sign in place
	Storeroom
	Control Room
Security	ID card always clearly visible
	Clear sign of the name of company
	Low workers turn over
Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Keep agreed spares available
	Staff complete as per contract schedule
	Competency of staff
Finance	Quotes submitted within specific timeframe
	Invoices submitted to finance department on time and with correct order numbers
	Cost control and efficiency improvements
	Attach third party quotation/invoice for any third-party financial transaction
	Submit financial statements on monthly basis
Uniforms	To be properly dressed in overalls with company name on the back for identification. Must be clearly visible and neat.
Quality of workmanship	Work to be done according to correct engineering practices and standards.
	Workmanship to be of a good quality
Submission of safety documents to ACSA safety department on monthly basis	Adhering to OHS Act
	No safety incidents

5.7 Low service damages

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages.

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor.**

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to (e.g., any authorised ACSA employees and any internal and external audits).

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

Low service damages tables

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

Item No.	Achieved Overall System Availability per Month	Payment presentence
1	99.5%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
3	96.99% - 95.00%	15% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
4	94.99% - 93.00%	20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	92.99% - 91.00%	25% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

***Any availability less than 91% for six consecutive months (which is entirely the contractor's fault) will lead to contract termination.**

Not meeting system MTTR of 0.967 Hrs (i.e., MTTR >0.967 Hrs).	R10 000/month
Not meet system MTBF 48 Hrs (i.e. MTBF > 48Hrs)	R10 000/month
Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Not meeting Condenser water quality criteria	R5 000/month
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). Note work is complete after the PMs have been correctly completed returned to the contract manager and the ACSA IMC to be closed out.	R4 000/month
Not turning PO into completed works / completion certificate on agreed times lines as stated in Risk register	R4 000.00 / per PO / month
Not using correct tools to conduct work or lack of providing correct tools for the works	R10 000/month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination

Emergency Response time

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

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

Below are some of the emergencies identified but not limited to the below list.

Item Description	Response Time	

Negligence to calls with no proper feedback and causes ACSA reputation damage	during normal	R1 000.00/event
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Discretionary annual contractor's performance review/assessment will be performed to consider the renewal of contract. Should the contractor's performance deemed below satisfactory the contract will not be renewed upon contract anniversary, therefore the contract will be terminated.

5.8 Continuous Improvement Program and the Computerised Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example the criteria below may be used but not only limited to the items mentioned below. Contract to provide a detailed annual proposal to the employer and the implementation thereof will be at employer's discretion.

1. An improvement in the availability of systems
2. An improvement on the maximum number of short ships attained.
3. An improvement on the in-system time
4. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components) Etc.

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

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

ACSA has implemented a Computerised Maintenance Management System (CMMS). The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS work orders. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount

5.9 Site services and facilities

Provided by the *Employer*

The Contractor shall provide everything else necessary for Providing the Service. The Employer will provide in the way of power, water, telecoms, ablutions, fire protection and lighting (etc)

Provided by the *Contractor*

The Contractor is to provide in the way of accommodation, storage, vehicles and office equipment for its employees and these are not regarded as any restrictions or minimum requirements concerning the Contractor's and shall provide everything else necessary for providing the Service. The facilities upon the expiry of the contract shall be left in conducive/clean state.

6. Property affected by the service

The Contractor must accept and respect the fact that the Airport is continuously undergoing construction and improvement and that a variety of stakeholders are involved in ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- 5.1.1.1.1 Assisting with emergency repairs on equipment excluded from this Contract.
- 5.1.1.1.2 Assisting with operations relating to breakdowns on equipment excluded from this Contract.

- 5.1.1.1.3 **Re-scheduling of work to accommodate other contractors or operational requirements.**
- 5.1.1.1.4 Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- 5.1.1.1.5 Checking on other contractors in order to reduce risk to systems
- 5.1.1.1.6 Providing access to other contractors
- 5.1.1.1.7 Attending co-ordination and planning meetings
- 5.1.1.1.8 Removing rubble and/or equipment from site
- 5.1.1.1.9 Training of ACSA staff and/or other stakeholders on fire extinguisher System and its operation
- 5.1.1.1.10 Co-operating with ACSA Security relating to security issues.
- 5.1.1.1.11 Use of guards and hoarding is priority to prevent accident on public patrons and stakeholders when working is taking place.
- 5.1.1.1.12 Notification of works and hot works permits must be acquired from time to time if such works require the need.

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

Task Order

Task Order form for use when work within the service is instructed to be carried out within a stated period of time on a Task-by-Task basis

Task Order No. [•] service [•]
To: [•].....
..... (Contractor)

I propose to instruct you to carry out the following task:

Description [•]

Starting date [•]
Completion Date [•]
Delay damages per week [•]

Please submit your price and programme proposals below.

Signed: _____ Date _____

(For Employer)

Total of Prices for items of work on the Price List (details attached) R. _____
Total of Prices for items of work not on the Price List (details attached). R. _____
Total of the Prices for this Task Order R. _____

The programme for the Task is [ref] (attached)
Signed: _____ Date _____

(For Contractor)

I accept the above price and programme and instruct you to carry out the Task
Signed: _____ Date: _____

(For Employer)