



GEORGE AIRPORT

TENDER NO.:

**MAINTENANCE OF – SECONDARY POWER SUPPLY UNITS
(GENERATORS, ALTERNATORS, CONTROL PANELS AND
SWITCHING OF CIRCUIT BREAKERS) FOR A PERIOD OF 5
YEARS AT GEORGE AIRPORT**



MAINTENANCE OF – SECONDARY POWER SUPPLY UNITS (GENERATORS, ALTERNATORS and CONTROL PANELS) FOR A PERIOD OF 5 YEARS AT GEORGE AIRPORT

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

and

Re.No. _____ VAT no _____

Contract Number

GRJ _____/ 2025

The Contract

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.4	Insurance Schedule

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Price List (including the Activity Schedule)

Part C3: Service information

C3	Service Information
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Part C4: Site information

C4	Site Information
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C1.1 Form of Offer and Acceptance

Offer

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

MAINTENANCE OF – SECONDARY POWER SUPPLY UNITS (GENERATORS, ALTERNATORS and CONTROL PANELS) FOR A PERIOD OF 5 YEARS AT GEORGE 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 authorized, signing this part of this form of offer and acceptance, the contractor offers to perform all the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the Prices exclusive of VAT is **R**

Value Added Tax @ 15% is **R**

The total offered amount due inclusive of VAT is **R**

(in words)-

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

for the Contractor

Signature Date

Name Capacity

(Name and address of organisation)



Name and
signature
of witness Signature

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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



for the Employer

Signature Date

Name Capacity

Name and address of organisation

Airports Company South Africa SOC Limited,
George Airport
Old Mossel Bay Road
George
6530

Name of
witness Signature

Date

Schedule of Deviations

1 Subject
Details
.....
.....
.....

2 Subject
Details
.....
.....
.....

3 Subject
Details
.....
.....



.....

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

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

For the Employer

For the Contractor

Signature (s)

Name (s)

Capacity

Name and Address

Airports Company South Africa SOC Limited,
George Airport
Old Mossel Bay Road
George
6530

(Insert name and address of organization)

(Insert name and address of organization)

Name &
Signature of
witness

Date

C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

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

Thirdly the General Conditions of Contract.

Fourthly the Pricing data.

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

General Conditions of Contract

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

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

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



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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list W1: Dispute resolution procedure X17 Low service damages X18: Limitation of Liability (as amended in Option Z) X19 Task Order X20 Key Performance Indicators Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	George Airport Old Mossel Bay Road George 6530
	Tel No.	+27 44 876 9310
10.1	The <i>Service Manager</i> (Site 1) is:	Marclen Stallenberg
	Address	George Airport Old Mossel Bay Road George 6530
	Tel No.	+27 44 876 9310
	e-mail	Marclen.Stallenberg@airports.co.za
11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i>
11.2(2)	The <i>Affected Property</i> is	George Airport – also refer to the Schedule of Equipment, detailed in Annexure A of C3



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11.2(13)	The <i>service</i> is	The MAINTENANCE OF – SECONDARY POWER SUPPLY UNITS (GENERATORS, ALTERNATORS, CONTROL PANELS AND SWITCHING OF CIRCUIT BREAKERS) FOR A PERIOD OF 5 YEARS AT GEORGE AIRPORT as more fully set out in section C3 <i>Service Information</i> .
11.2(14)	The following matters will be included in the Risk Register	Access to site – compliance to AVSEC procedures and policies Delay in supply of material and or equipment Working on moving machinery Non-compliance to applicable method statements, company policies and procedures Maintenance activities negatively impacting normal airport operations. Non-compliance to service standards for secondary power supply system's where applicable - ASME B20.1-2021. Also refer to site HIRA which outlines the general hazards.
11.2(15)	The <i>Service Information</i> is in	the section titled <i>Service Information</i> included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	14 calendar days from Contract Date
2	The Contractor's main responsibilities	detailed in Part C3 (<i>Service Information</i>)
3	Time	
30.1	The <i>starting date</i> is	Upon signature of the contract by the Employer
30.2	The <i>Service Period</i> is	60 months from the <i>starting date</i>
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	on the 15 th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days



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51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.						
6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .						
7	Title	No data is required for this section of the <i>conditions of contract</i> .						
8	Risks and insurance	Refer to Part C1.4						
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and (ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract. Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the <i>contract</i> ("the Insurance Schedule").						
83.1	The <i>Contractor</i> provides these additional insurances	The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the <i>contract</i> .						
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.						
9	Termination	there is no Contract Data required for this section of the <i>conditions of contract</i> .						
10	Data for main Option clause							
A	Priced contract with price list	refer to section C2.1 and C2.2.						
11	Data for Option W1							
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below						
<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> </tbody> </table>			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za
Name	Location	Contact details (phone & e mail)						
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za						



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

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

The place where arbitration is to be held is **Johannesburg, South Africa.**

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



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

12 Data for secondary Option

X17 Low service damages If the Contractor produces substandard work the Employer can:

Insist the Contractor 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 a quotation from the Contractor for reduced Prices in return for a change to the service information.

Refer to table in the Service Level Agreement in Annexure B as part of C3 - For low service damages 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 Costs incurred and/or Damages suffered 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 Costs incurred and/or Damages suffered to the Employer's Property**



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X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to The Total Costs incurred and/or Damages suffered to the <i>Employer's</i> Property and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the <i>Employer's</i> property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person. infringement of an intellectual property right
X19	Task Order	The task order is work within the <i>Service</i> which the <i>Service Manager</i> may instruct the <i>Contractor</i> to carry out within a state period.
X20	Key Performance Indicators	Refer to table in the Service Level Agreement in Annexure B as part of C3 - for Key Performance Indicators

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

Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
Z5	Termination



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- Z5.1** Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
- Add a new 91.8.**
Early Termination – Replacement, Upgrade or Decommissioning of Generators
- Z5.2** Notwithstanding any other provision of the Contract, the Employer may terminate the Contractor’s obligation to Provide the Service, in whole or in part, before expiry of the Service Period where the Employer determines that, as a result of the replacement, upgrade, retirement or decommissioning of the AWOS, or any material component thereof, the Service or affected part of the Service is no longer required.
- Z5.2.1.**
- Z5.2.2** The Employer shall give the Contractor not less than 30 (thirty) days’ written notice of termination in terms of this clause, specifying the Service, equipment or component affected and the effective date of termination.
- Z5.2.3** On termination in terms of this clause, the Contractor shall be entitled to payment of:
- Z5.2.3.1** amounts properly due and payable for the Services provided up to the effective date of termination; and
- Z5.2.3.2** reasonable, unavoidable and properly substantiated costs incurred by the Contractor before receipt of the notice of termination in respect of Plant, Materials or Equipment procured specifically for the performance of the Services under the Contract and which cannot reasonably be cancelled, returned, re-used, resold or otherwise mitigated, provided that the Contractor takes reasonable steps to mitigate such costs.
- Z5.2.4** Termination in terms of this clause arises from the Employer’s operational requirements and does not constitute termination arising from any breach, default, negligence or poor performance by the Contractor.
- Z5.2.5** The Contractor shall not be entitled to recover any loss of profit, loss of anticipated revenue, loss of opportunity or indirect or consequential loss arising solely from termination in terms of this clause.
- Z5.2.6** Where the Employer terminates only part of the Service in terms of this clause, the Prices and the Contractor’s obligations shall be adjusted to reflect the Service remaining following the effective date of termination.

Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
Additional Z Clauses	
Z8	Cession, delegation, and assignment



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Z8.1	The <i>Contractor</i> shall not cede, delegate, or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium, or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption, and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –



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- 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 to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, while Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers, and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 Liens and Encumbrances

- Z13.1** The *Contractor* keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z14 Intellectual Property

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trademark, 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*.



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- 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.

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

Z15.2 Appointment of the Arbitrator



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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

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 BBBEE and Tax Clearance Certificates

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

Z18 Communication

- Z18.1** **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more
- Z18.2** The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

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.



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

Part Two – Data provided by the *Contractor*.

The conditions of contract are the NEC3 Term Service Contract (TSC), April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract (TSC) to which it mainly applies.

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address:	
	Telephone No	
	Email Address:	
	Represented by (Full Name):	
	Title:	
	Address:	
	Telephone:	
	Email Address:	
	The <i>direct fee percentage</i> is:	100%
	The <i>subcontracted fee percentage</i> is:	0%
11.2	The <i>working areas</i> are	refer to C3 ‘Service Information’
24.1	The <i>Contractor’s key persons</i> are:	CV’s to be appended to resource proposal and Tender Schedule
1.	Name:	
	Job:	
	Responsibility:	Contract
	Manager	



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Qualifications:

Experience:

2. Name:

Job:

Responsibility:
Technician

Qualifications:

Experience:

3 Name:

Job:

Responsibility:
Technician Assistant

Qualifications:

Experience:

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

(excluding VAT)

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: ACSA INSURANCE CLAUSES

Insurance Schedule

Summary of Terms and other Matters Applicable to Employer-Provided Insurance

- 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 R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities, and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be VAT exclusive prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the 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 when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.



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14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.
17. If the Contractor is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only; the Unit, Quantity and Rate columns being left blank.
18. If the Contractor is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
19. If there is insufficient space in the Price List which follows, state in which document the Price List is contained.

C2.2 Price List

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

Activity Schedule

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.). The *Contractor* must submit a list of tools that will be used on this contract at the start of the contract. This tools list must be inspected and verified by ACSA monthly prior to payment.

Part 1 – Preventative Maintenance

(Please note: Maintenance cost for items are inclusive of labour, tools, consumables, PPEs and travelling)

No	Item/ Service Description	Unit	Unit Price	Qty	Total Price
1	Monthly Preventative Maintenance of Standby Generators (Refer to Annex H for more details)	Monthly		11	
2	Annual Preventative Maintenance of Standby Generators (Refer to Annex H for more details)	Yearly		1	
3	Monthly Preventative Maintenance of Mobile Generator (Refer to Annex H for more details)	Monthly		11	
4	Yearly Preventative Maintenance of Mobile Generator (Refer to Annex H for more details)	Yearly		1	
5	Monthly Preventative Maintenance of Lighting Plant (Refer to Annex H for more details)	Monthly		11	
6	Yearly Preventative Maintenance of Lighting Plant (Refer to Annex H for more details)	Yearly		1	
7	Yearly Preventative Maintenance of Switch Gear (Refer to Annex H for more details)	Yearly		1	

8	Make provision for Monthly Preventative Maintenance on a 300KVA generator that will be installed at the terminal building – make and model still unknown (Refer to Annex H for more details)	Monthly		11	
9	Make provision for Yearly Preventative Maintenance on a 300KVA generator that will be installed at the terminal building – make and model still unknown (Refer to Annex H for more details)	Yearly		1	
10	Provisional sum: Specialized, repairs, spares, etc. This line item makes provision for specialized activities, repairs and spares. The rates should be market-related at time of tender and only actuals will be invoiced for.	Yearly	R350 000	1	R350 000
Sub-Total A (per year)					

***Only actuals will be claimed for. Approved reports will be used as “delivery notes” prior to claiming.**

Part 2 - Labour rates and Mark-up

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

Item	Description	Normal hours (R/hour)	After hours (R/hour)	After hours Sunday/public holiday (R/hour)
1	Technician	R	R	R
2	Electrician	R	R	R
3	Artisan Fitter/Millwright	R	R	R
4	Technician / Artisan Assistance	R	R	R
5	Specialist Engineer/ Fault Finding (on request)	R		

Part 3 – After Hours Call out

Description	Rate	Qty/year	Total/ year
Call-out fee: Includes first hour on site and travelling fee (George Airport)	R	24	R
Technician (normal hours rate)	R	192 hrs	R
Technician a (after hours rate)	R	96 hrs	R
Technician assistant (normal hours rate)	R	192 hrs	R
Technician assistant (after hours rate)	R	96 hrs	R
Labour Sub-Total B (per year)		R	

Part 4 - Mark-up (third party procured items/services)

Cost	Mark-up
R 0.00 – R 9, 999.99	10%
R 10, 000.00 – R 49, 999.99	7%
Greater than R 50, 000.00	5%

All rates to exclude vat. Subject to agreement between the *Service Manager* and the *Contractor*, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. **Labour time shall be calculated for the time spent on site.**

Time spend on site must be proved by a job card signed by both the Employer's representative and the Contractor on the day(s) which the activities are performed. **The job card must have the following information as a minimum:**

- Date
- Time of work started.
- Time work stopped.
- What activities was performed?
- Approval signatures from both the Employer and the Contractor

After-hours Callouts

Callouts rate must include all required travelling and the **first hour on site**.

Call out fee shall not be applicable when contractors are onsite.

After hours rate shall be applicable for callouts outside normal working hours (07H00-17H00)

Mark-up (third party procured items/services)

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. The third party's quote shall be presented when submitting quotes for approval.

Contract value

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

MAINTENANCE OF – SECONDARY POWER SUPPLY UNITS (GENERATORS, ALTERNATORS, CONTROL PANELS AND SWITCHING OF CIRCUIT BREAKERS) FOR A PERIOD OF 5 YEARS AT GEORGE AIRPORT

Description	Total (excluding VAT)
Preventative maintenance Sub-Total A	R
After Hours Call out Sub-Total B	R

12-months estimated contract value (Sub –Total C)	R
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Expenditure over 5-year contract including CPI yearly price adjustments (As per Statistic SA)

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

Description	Total (excluding VAT)
Sub-total C: year 1	R
Sub-total D: year 2 (year 1 plus CPI escalation*)	R
Sub-total E: year 3 (year 2 plus CPI escalation*)	R
Sub-total F: year 4 (year 3 plus CPI escalation*)	R
Sub-total G year 5 (year 4 plus CPI escalation*)	R
*5-years estimated contract value Sub-Total H	R

***This Sub Total H value to be carried over to the Form of Offer and Acceptance (C1.1 page 1)**

Part 5 Critical Spares for Provisional Amount

Bidders are required to fill in the pricing below for the critical spares that are covered under the Provisional amount

Item	Description	Unit Price
Generator Isolator	Schneider Electric NT16HA	
Air Circuit Breaker	Schneider Electric NT10H1	
Air Circuit Breaker	Schneider Electric NT10H2	
Circuit Breaker	Merlin Gerlin IEC 60947-2	
Circuit Breaker	Merlin Gerlin IEC-VDE-BS-UTE	
Genset Controller Unit	DEEP SEA DSE 8610 MKII	
DEEP SEA CONTROLLER	DSE 8660	

C3 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the SECONDARY POWER SUPPLY SYSTEMS that initial the following – generators, alternators, control panels and switch gear (circuit breakers) at George Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The scope entails maintenance and repairs of SECONDARY POWER SUPPLY SYSTEMS that initial the following – generators, alternators, control panels and switch gear (circuit breakers) at George Airport. In brief, maintenance involves servicing, repairs, replacement, and system performance test. The SECONDARY POWER SUPPLY SYSTEMS infrastructure comprises of:

- Generators (Standby generators (CAT 314) – 400KW generators
- Mobile generator (Cummins 200KW) – 200KW generator
- Future terminal building generator – 300KVA – (make still unknown).
- Lighting Plants – LOMBARDINI 9KW generators
- Generator - Motorized Circuit breakers
- Generator - Circuit breakers
- Generator - Bus coupler
- Main Bus coupler
- Main generator feeder circuit breakers

Servicing - performing routine preventive maintenance as prescribed by the original equipment manufacturer (OEM) specifications and ACSA's planned maintenance activities routes.

Repairs – responding to breakdowns, callouts and restoring the equipment to a safe working condition.

Replacement – changing of faulty components or obsolete components with an upgraded part or modification.

System Performance Test – Testing the system's performance as per the original equipment manufacture's (OEM) specifications including synchronizing with main power supply (municipality), etc.

Generators and Alternators

The supplier will be responsible for servicing, repairing, conducting a monthly system performance test, and replacement of components (where required) on the SECONDARY POWER SUPPLY SYSTEMS infrastructure; comprising of but not limited to the following equipment, generators, mobile and lighting plants. This includes the respective control panel on this equipment.

Switchgear

The supplier will be responsible for servicing, repairing, conducting a monthly system performance test, and replacement of components (where required) on the SECONDARY POWER SUPPLY SYSTEMS infrastructure; comprising of but not limited to the following equipment - switchgear such as circuit breakers, motorized circuit breakers, bus couplers, protection, main feeder breakers, etc.

Batteries

The supplier will be responsible for servicing, repairing, conducting a monthly system performance test, and replacement of components (where required) on the SECONDARY POWER SUPPLY SYSTEMS infrastructure; comprising of but not limited to the generators, batteries, and the power supply units, etc.

Generators and Equipment

The supplier will be responsible for servicing, repairing, conducting a monthly system performance test, and replacement of components (where required) on the SECONDARY POWER SUPPLY SYSTEMS infrastructure; comprising of but not limited to the steel structure, generators, alternators and enclosures – this will also speak to the upkeep, like painting and treatment against rust where applicable, ensure that the locking mechanism is serviceable, earthing of the equipment, etc.

Extent of the works

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

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

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

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

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

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

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

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

All spares will be charged according to the Activity Schedule. The Contractor shall ensure that replacement parts are effectively managed and disposed-off in a safe manner.

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

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

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

Location of the works

The Works are located at George Regional Airports at various locations on airside. Refer to Annex A (schedule of equipment)

PROCUREMENT

Preferential procurement procedures

Requirements

The Contractor will respect OEM warranties to ACSA always 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 always.

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

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement parts.

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

Subcontracting

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

MANAGEMENT

Management of the works

Particular / generic specifications

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

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

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be:

Mon - Thu - 06H30 – 19H00.

Friday - 06H30 – 20H00.

Saturday - 08H30 – 15H00.

Sunday - 08H30 – 19H30.

Normal working Hours shall be 07H-08H00

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance, and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures

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

- Assisting with emergency repairs.
- Assisting with airport operations Re-scheduling of work to accommodate other contractors.
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems.
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site relating to this contract
- Training of ACSA operators and/or technicians

- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues.

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

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

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

Format of communications

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

Key personnel

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the *Service Manager* at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the *Service Manager*.

Also refer to the Service Level Agreement in the Annexure B for additional information.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these.

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Site Manager on contract commencement.

Electronic payments

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

Daily attendance records

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

Monthly reports

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

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

The contractor shall keep copies of all reports and records for at least 5 years. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

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

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

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

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security

Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

Proof of compliance with the law

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

Insurance provided by the employer.

Refer to General Conditions of Contract

Health and safety

Health and safety requirements and procedures

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

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building.

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

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

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

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

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

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

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

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting



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

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Service Level Agreement	Annex B
OHS Act Appointment by Contractor	Annex C
Environmental Terms and Conditions	Annex D
Schedule of Tools and Special Equipment	Annex E
Contract start-up proposal	Annex F
Resource proposal	Annex G
Suggested Maintenance Programme	Annex H

ANNEX A
SCHEDULE OF EQUIPMENT

SECONDARY POWER SUPPLY SYSTEMS – SWITCHING EQUIPMENT

Item / Description of ACB's								
Panel	Fed from	Supply to	Area	Type	Manuf. Company	Current ratings	Serial No	Type No.
Panel 1	Transformer 1	Non-Essential Busbar	Switch Room	Air Circuit Breaker	Schneider Electric	Icw = 42kA/1s		NT10H1
Panel 2	Transformer 2	Non-Essential Busbar		Air Circuit Breaker	Schneider Electric	Icw = 42kA/1s		NT10H2
Panel 4				Bus coupler	Schneider Electric	Icw = 36KA/1s, Icm = 75KA/1s		NT16HA
Panel 7	Generator 1 (Standby)	Essential Busbar		Generat or Isolator	Schneider Electric	Icw = 36KA/1s, Icm = 75KA/1s		NT16HA
Panel 9	Generator 2 (Standby)	Essential Busbar		Generat or Isolator	Schneider Electric	Icw = 36KA/1s, Icm = 75KA/1s		NT16HA
Generator Panel	Generator 2	ESS Panel breaker	Generator Room	Load 2	Merlin Gerlin	In = 800A Icm = 50kA	C800N	IEC-VDE-BS-UTE
Generator Panel	Generator 2	ESS panel breaker		Alternat or 2	Merlin Gerlin	Icu =50kA, Icw=25kA/ 0,5S CAT b	33042	IEC 60947-2
Generator Panel				Bus coupler	Merlin Gerlin	In = 800A Icm = 50kA	C800N	IEC-VDE-BS-UTE
Generator Panel	Generator 1	Essential Panel Breaker		Load 1	Merlin Gerlin	In = 800A Icm = 50kA	C800N	IEC-VDE-BS-UTE
Generator Panel	Generator 1	Ess Panel Breaker		Alternat or 1	Merlin Gerlin	Icu =50kA, Icw=25kA/ 0.5S CAT b		IEC 60947-2



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Item	Manufacture	Equipment Specifications	Qty	Location
Generators	Caterpillar	- Generator No 1 - Full Synchronization on common bus bar - Genset Controller unit – DEEP SEA DSE 8610 MKII - Serial Number on the generator – 81Z09888 - Make of the generator – Caterpillar 3412 - Make of the alternator – Caterpillar – SR4 – 500KVA - Serial number on the alternator – 5NA 06972 Year of manufacture – 1990 - Fuel type – Diesel	1	George Airport – Airside
	Caterpillar	- Generator No 2 - Full Synchronization on common bus bar - Genset Controller Unit – DEEP SEA DSE 8610 MKII - Serial Number on the generator – 81Z09438 - Make of the generator – Caterpillar 3412 - Make of the alternator – Caterpillar – SR4 – 500KVA - Serial number on the alternator – 5NA 06861 - Year of manufacture – 1990 - Fuel type – Diesel	1	George Airport – Airside
	Cummins	- Generator (Mobile Plant) - Full Synchronization on common breaker - Genset Controller Unit – Smart Gen - Serial Number on the generator - Make of the generator – Cummins GKC – 200 - Make of the alternator – Stromer – 200KVA - Serial number on the alternator – 15060184 - Year of manufacture – 2013 - Fuel type – Diesel	1	George Airport – Airside
	Unknown	- Terminal generator - Future installation - Generator size 300KVA - Make – unknown. - Model - unknown	1	George Airport – Landside
	Lombardini	- Lighting Plant Generators - Generator Lighting Plant No 1 - Serial Number on the generator – EF5200FW - Make of the generator – Lombardini FOCS 1003 - Make of the alternator – Linz – 9KW - Model number – VT8JM – 1350 - Serial number – 1301277 - Fuel type	1	George Airport – Airside
	Lombardini	- Generator Lighting Plant No 2 - Serial Number on the generator – EF5200FW - Make of the generator – Lombardini FOCS 1003 - Make of the alternator – Linz - 9KW	1	



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		• Model number – VT8JM – 1350 • Serial number – 1301280 • Fuel type – Diesel		George Airport – Airside
	Control Panel (Synchronizing Controller)	• DEEP SEA CONTROLLER – DSE 8660	1	George Airport – Airside

ANNEX B

SERVICE LEVEL AGREEMENT- George Airport Specific

Operational hours

Normal airport operational hours shall be as detailed below for the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Normal airport operational hours shall be.

- Mon to Thu 06H00 – 19H00.
- Fri 06H00 – 20H00,
- Sat 08H00 – 15H00.
- Sun 08H00 – 19H30

Normal Working Hours shall be 07H00 – 17H00

Minimum Staffing Schedule

The *Contractor* shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical/electrical experience related to the scope of work. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to SECONDARY POWER SUPPLY SYSTEMS that initial the following – generators, alternators, control panels and switch gear (circuit breakers)

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. Staff must have mechanical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the SECONDARY POWER SUPPLY SYSTEMS that initial the following – generators, alternators, control panels and switch gear (circuit breakers)

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- ☐ **Full Names**
- ☐ **Proof of qualifications and work experience on maintaining similar equipment system.**

Minimum qualifications and experience of staff:

Minimum qualifications of staff

TECHNICIAN

- At least an N6 or NQF Level 6 Qualification in mechanical engineering/Industrial Engineering/Mechatronics/Millwright/Electrical Engineering
- The ability to conduct investigations and supervise/ manage a maintenance team
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- At least 5 years working experience in mechanical equipment (motors/ gear box/ steel structure/ lubrication/ control panels etc.);
- Representative for the Contractor regarding: attendance of scheduled meetings with Site

Manager / Employer's stakeholders, contract management, preparing and submission of monthly reports/incident reports to the Site Manager.

ARTISAN

- At least N3 Certificate in mechanical engineering/Industrial Engineering/Mechatronics/Millwright/Electrical Engineering
- Trade test certificate complimenting the above mention field
- Must be in permanent employ of the company
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- At least 3 years working experience in (motors/ gear box/ steel structure/ lubrication/ control panels etc.);
- Basic PLC knowledge and troubleshooting experience.

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

Skill	Quantity	Frequency
Technician	1	Planned and Unplanned Maintenance
Artisan	1	Planned and Unplanned Maintenance

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

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

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

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response. ➤ SECONDARY POWER SUPPLY SYSTEMS availability shall be kept at or above 99.5% overall per month.
Response time	90% of breakdowns shall be responded to within: ➤ 1 hours from the time Contractor is notified of the breakdown – after airport operational hours.
Closure Duration	90% of breakdowns shall be resolved within: ➤ 2 hours from the time the Contractor arrives on site – during airport normal operational hours.

Planned maintenance completed per month	100% of all planned maintenance shall be completed per month
Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise)	➤ All breakdowns requiring a second level of response shall be resolved within 24 hours (subject to the lead time of required spares) and shall be limited to a total of 1 occurrence per month.

Human resources

The following minimum standards shall apply to resourcing:

1. For all callouts: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the Airport, the *Contractor* shall ensure enough and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the *Contractor* shall respond in accordance with the S.L.A to successfully attend to breakdowns.
4. During operational hours, the *Contractor* shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on any electrical control panel.
 - c) Can successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage *Contractor* staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It will always remain the *Contractor's* responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

The *Employer* reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The *Contractor* must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where the *Employer* has refused system repairs and/or adequate access to the site.

Detail on how calls will be dispatched will be discussed on site with the *Service Manager* as the call dispatch process varies from airport to airport.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the *Contractor's* control. The only exceptions will be stoppages due to mains

electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Airport Operational Hours			
	Start	Stop	Hours
Monday	06H00	19H00	13
Tuesday	06H00	19H00	13
Wednesday	06H00	19H00	13
Thursday	06H00	19H00	13
Friday	06H00	20H00	14
Saturday	08H00	15H00	8
Sunday	08H00	19H30	11,5
Total			85,5
Total operational hours per week			85,5
Total operational hours per month			342

Asset Group - Monthly Availability				
Asset no.	Asset Description	Downtime (Hrs.)	Baseline (Hrs.)	Availability (%)
1	Generators	0	342	99,1%
2	Alternators	0	342	98,5%
3	Control Panel	0	342	97,1%
4	Switch Gear	0	342	96,8%
5	Asset 5	0	342	100,0%
6	Asset 6	0	342	100,0%
7	Asset 7	0	342	100,0%
8	Asset 8	0	342	100,0%
9	Asset 9	0	342	100,0%
10	Asset 10	0	342	100,0%
Average Availability				98,7%

Defect-free liability period

Defect-free liability period – corrective or breakdown maintenance	The defect-free period will be no less than 90 days.
Defect-free liability period – project work	The defect-free period will be no less than 12 months.



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Key Performance Indicators (X20) & Low service damages (X17)

The amounts listed in the table below will not be subjected to any future contract escalation and exclude VAT. Low performance damages will be applied as per NEC 3 -TSC using the following table. Low service damages are limited to a maximum of **25% of the calculated cost/month**.

KPI & Low Service Damage table

KPI	Low service damage Description	Amount
Reliability engineering specifications is the minimum acceptable targets to achieve	Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 2 500.00 (Unless the unavailability of the spare part was agreed to by the <i>Service Manager</i> or his/her duly authorised representative)
	Leaving a breakdown unattended or incomplete for another day or shift Not meeting call response and closure time SLA.	R 2 000.00 (Unless the delay in repair was agreed to by the <i>Service Manager</i> or his/her duly authorised representative or unless the required spares are not available to complete the work)
Adherence to industry, regulatory and legislative requirements for: maintenance, quality of work, troubleshooting, performance optimization and asset integrity. Regulatory and legislative compliance activities must be performed by competent individuals as specified in the “act”	Non-adherence to agreed industry requirements, all applicable regulatory- and legislative requirements. For example: a Safety infringement - leaving moving machinery exposed; or a non-competent individual performs regulatory and legislative activities; etcetera.	R 5 000.00 per Non-compliance or infringement.
Availability of all infrastructure under the <i>service</i> of this contract shall be maintained at a minimum of 95% overall per month. The <i>Contractor</i> shall refer to the schedule of equipment in Annexure A and report on the monthly availability of each equipment group. The <i>Contractor's</i> availability reports shall be aligned with the availability reports produced by the CMMS of the <i>Employer</i> .	Availability not meeting requirements. - Availability = >99.5% = price + 0% - Availability = >95% to < 99.5% = price – 0.5% - Availability = >90% to 95% = price – 1% - Availability = >88% to 90% = price – 1.5% - Availability = <88% = price – 2% - Availability = <85% = price – 5%	The % will use the monthly service cost (per equipment group in C2 Part 1, Subtotal A) – in determining the amounts in question: - Availability = >99.5% = price + 0% - Availability = >95% to 99.5% = price – 0.5% - Availability = >90% to 95% = price – 1% - Availability = >88% to 90% = price – 1.5% - Availability = <88% = price – 2% - Availability = <85% = price – 5% Mitigation for below target availability can be achieved if the contractor submits a detailed root

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		cause analysis report with recommendations and repair cost estimates - to the Service Manager and the repair delays includes additional procurement processes and spare delivery lead times.
Issue of monthly reports outlining: • Inspections performed to specified asset • Preventative maintenance to specified asset. • Materials and labour used per asset. • Down-time recorded and mean-time-to-repair and asset availability. • Technical root causes analysis for all failures (corrective maintenance) • Inventory on-hand and cost • Materials/components scrapped	Monthly reporting not issued timeously at specified quality = R500	Monthly reporting not issued timeously at specified quality = R500
Monthly report that confirms review and suitability of safety file, risks and treatment, and work-method	Monthly reporting not issued timeously at specified quality = R500	Monthly reporting not issued timeously at specified quality = R500
The Contractor shall at all times maintain the minimum qualification and experience of staff as detailed in this Service Level Agreement	Failure to comply to qualification and experience when inspection performance is performed.	R500 per resource
The Contractor shall ensure Cleanliness and housekeeping during the <i>Service</i>	• Identification / notification of cleanliness and housekeeping non-compliance. • Corrective action not rectified within 3 hours of notification.	• R500 per identification / notification. • R1 000 per corrective action not rectified.
The Contractor must attend scheduled contractual meetings (i.e. Risk Reduction meeting; etcetera). The duly authorised personnel listed in the contract must attend contractual meeting accordingly.	Non-attendance of meetings	R1 000 per occurrence
Defect free liability period – corrective or breakdown maintenance. • The defect free period will be no less than 90 days.	Non-compliance to defect free liability period	R1 000 per occurrence

Continuous Improvement Program

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

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

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

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

MAINTENANCE RECORD SHEETS

When maintenance is performed, record sheets must be completed and signed off by both the *Contractor's* resource and the *Employer's* resource.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time.

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

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

ANNEX C

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA SOC Limited

Physical Address: George Airport Old Mossel Bay Road George 6530

Hereinafter referred to as “Client”

Name of organisation:

Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”



MANDATORY'S MAIN SCOPE OF WORK

To be completed by Contractor.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

- Public Liability Insurance Cover as required by the Subcontract Agreement.
- Any other Insurance cover that will adequately make provision for any possible losses and/or claims arising from their and/or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE



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SOUTH AFRICA

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

ANNEX D

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

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended, and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	- No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil, or groundwater resources. - Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. - Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. - No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	- Dust: Dust resulting from work activities that could cause a nuisance to employees, or the public shall be kept to a minimum. - Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. - Fires: No open fires shall be permitted on site.
Noise Pollution	- All reasonable measures shall be taken to minimize noise generated on site due to work operations. - The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	- Waste shall be separated as general or hazardous waste. - General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste is not feasible. - Under no circumstances shall solid or liquid waste be dumped, buried or burnt. - Contractors shall maintain a tidy, litter free environment always in their work area. - Contractors must keep on file:

	1. The name of the contracting waste company 2. Waste disposal site used. 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional, and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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



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

Signed: _____ on this date: _____ (dd/mm/yyyy)

at:

ANNEX E

TOOLS AND SPECIAL EQUIPMENT

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

Number	Item description	Lead time
1		
2		
3		
4		
5		
6		
7		

**ANNEX G****RESOURCE PROPOSAL**

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

ANNEX H

SUGGESTED MAINTENANCE PROGRAMME

The Contractor shall include a suggested maintenance programme that must attempt to cover all requirements under this contract.

Contractor is to ensure that the proposed maintenance programme agrees with the OEM maintenance recommendations.

As a minimum and where applicable, the Contractor must perform the following notwithstanding the OEM requirements:

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table.

The contractor shall ensure that all maintenance is done in accordance to the OEM requirements.

SECONDARY POWER SUPPLY SYSTEMS that initial the following – generators, alternators, control panels and switch gear (circuit breakers)

SECONDARY POWER SUPPLY SYSTEMS	
Generators, Alternators and Control Panels	
Test each diesel generator on load for minimum of 15 minutes and record the following on an inspection check list (Drafted by the Contractor and approved by the Employer) recorded values, pictures or any other form of proof can be submitted to verify that the actions below were completed:	
1	Monthly Maintenance Tasks 1.1) Generator checks • Change over time between simulated mains failure and generator supply on full load. • Engine oil pressure. • Engine temperature. • Observe operation of engine unit on load • Note condition of exhausted smoke line breather fumes • Report any oil leaks. • Report on any fuel leaks. • Battery Voltage • Charging Voltage • Water pump operational • Fuel pump operational • Fuel line shut of valve. Make sure valves are operating freely. • Fuel tank switches and actuators • Service air cleaner and engine breather filters • Condition and tightness of fan belt. • Adjust tappets if necessary. • Clean diesel machines • Fuel injector and check injection pump timing as applicable. • Governor operation. • Turbo charger operation. • Stop solenoid operation. • Water hoses for tightness and cracks. • Engine mountings secure/ condition. • Exhaust silencer and pipes operation and condition.

	Generator On-load Test Test each diesel generator on load for minimum of 15 minutes and record the following: • Change over time between simulated mains failure shut down and generator supply restoration should be in accordance with ICAO Annex 14 as per aerodrome category for navigational aids • Engine oil pressure • Coolant temperature • Dynamo charging readings • Observe operation of engine unit on load • Note condition of exhausted smoke line breather fumes • Note any oil and fuel leaks • Service air cleaner and engine breather filters • Clean diesel machines • Check the Synchronization between the 2 Generators and the Mains Issue a detailed report of all maintenance carried out for Service Manager approval 1.2) Alternator, Controls and Communication checks. • Change over time. • Generator speed. • Frequency. • KW. • % KW against total capacity. • KVA. • % KVA against total capacity. • Voltage phase – neutral. • Voltage phase – phase. • Amps on phase 1. • Amps on phase 2. • Amps on phase 3. • Power factor. • Clean out dust from AVR, VCP and exciter rotating diode compartments. • Inspect for loose connections. • General check on control panel • Verify all communication links • Inspect safety circuits and make sure that they are functional.
2	Yearly Maintenance Tasks Yearly service and maintenance should include the following but is not limited to below: • All the maintained activities listed above under monthly maintenance + Additional

	• Radiator matrix for dirt build up. • Water pressure cap condition. • Change oil. • Change oil filter. • Change air filter. • Change fuel filter. • Change the heater jacket element- yearly. • Flush coolant system, refill with fresh water and inhibitor (anti-freeze) to correct quantity. • Take sample of fuel from bottom of the primary bulk fuel tank and filter and test for check against contamination. • Take sample of fuel from bottom of the secondary fuel tank and filter and test for check against contamination. 2 Yearly Maintenance Tasks 2 Yearly service and maintenance should include the following but is not limited to below: • All the maintained activities listed above under monthly maintenance + All the maintained activities listed above under Yearly maintenance + Bulk replacement of all battery units • Main standby generator units – qty 4 • Control panel – qty 2 • Mobile plant generator unit – qty 2 • Lighting plant units – qty 2
3	Switch gear Annual maintenance is all inclusive for the required items (consumables, sundries, including mechanical and electrical interlocking, testing and certification, etc) Refer to the set standards and OEM (Original Equipment Manufacturer) requirements as specified per unit type for the annual maintenance required. List switchgear provided in ANNEX A - SECONDARY POWER SUPPLY SYSTEMS – SWITCHING EQUIPMENT Vacuum Breakers (Master Pact) • Visual Inspection (General Condition): ○ Checking the front plate, control unit, casing, and chassis for signs of ageing, dust, humidity, or damage. ○ Inspecting for signs of overheating, such as discolouration or melted insulation. • Cleaning: ○ Removing dust and contamination using a vacuum cleaner rather than a cloth to prevent pushing debris into the mechanism. • Mechanical Operational Checks: ○ Manually operating the device (Open/Close/Discharge) to ensure smooth mechanism operation. ○ Verifying that the device is in the correct position (Connected/Disconnected/Test) in the chassis. ○ Checking the number of operating cycles. • Electrical Inspection & Functional Testing: ○ Checking auxiliary wiring and insulation. ○ Testing the trip unit (Micrologic) functionality, including operation of SDE fault-trip indication contacts.

	○ Verifying the operation of the push-button locking (VBP) and other interlocks. Motorized Breakers 1. Visual & Mechanical Inspection • Safety Lockout: Isolate and de-energize the breaker for a safe work environment. • Physical Inspection: Check for signs of overheating, burn marks, discoloration, or cracks. • Cleaning: Thoroughly vacuum or wipe down the interior and exterior to remove dust, debris, and contamination. • Motor/Mechanism Check: Inspect the motor operator, charging mechanism, coils, and springs for proper operation and alignment. • Lubrication: Clean and lubricate all operating mechanisms and linkages with OEM approved lubricants to ensure smooth, low-friction movement. • Bolted Connections: Check for loose hardware and retighten to OEM specifications. 2. Electrical Testing • Insulation Resistance (Megger Test): Verify the integrity of the insulation. • Contact Resistance Test (Micro-ohm test): Measure contact wear levels on the main contacts. • Operational Checks: Test the closing and tripping coils. • Timing Tests: Measure the opening and closing time of the breaker, especially for critical motor control applications. • Trip Unit Testing: Test the electronic trip unit for proper function. 3. Motorized Operating Mechanism Specifics • Charge Motor Inspection: Check the motor-operated mechanism (motor gear) for functionality and noise. • Limit Switch Operation: Verify that the motor shuts off correctly after charging the spring. • Remote Control Check: Test the motorized closing and opening functions from remote/local control circuits. 4. Reporting and Finalization • Final Testing: Perform a final operational check to ensure the breaker operates correctly after servicing. • Documentation: Submit a detailed report covering the findings, test results, and recommendations for future maintenance

C4 Site Information

No site information is supplied with this contract.