

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED CONTRACT NUMBER _____

SOUTH GENERATOR ASSESSMENT AND REPAIRS AND NORTH GENERATOR NO.3 RADIATOR REPLACEMENT AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS

AIRPORTS COMPANY SOUTH AFRICA (SOC)

SCM REFERENCE NR: 74389

Appointment of a Service Provider for the South Generator Assessment and Repairs, and North Generator no.3 Radiator Replacement at Cape Town International Airport for a Period of 12 Months

| |
|-------------------------------------------|
| NEC 3: TERM SERVICE CONTRACT (TSC) |
|-------------------------------------------|

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at Cape Town International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number : _____)

For the **South Generator Assessment and Repairs, and North Generator no.3 Radiator Replacement at Cape Town International Airport for a Period of 12 Months**

SOUTH GENERATOR ASSESSMENT AND REPAIRS AND NORTH GENERATOR NO.3 RADIATOR REPLACEMENT AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS

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VOLUME 2

NAME OF BIDDER:

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement for the **South Generator Assessment and Repairs, and North Generator no.3 Radiator Replacement at Cape Town International Airport for a Period of 12 Months**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

| | |
|-----------------------------------------------------|----------|
| The offered total of the Prices exclusive of VAT is | R |
| Value Added Tax @ 15% is | R |
| The offered total of the Prices inclusive of VAT is | R |
| In words | |

for the Contractor

Signature Date
Name Capacity

(Name and address of organisation)

Name and signature of witness

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

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Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data or the Pricing Data. Acceptance of the contractor's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

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

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

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

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

**Administrator Office, Southern Office Block
Private Bag X9002
Cape Town International, Western Cape
South Africa, 7525**

Name and
signature
of witness Date

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Signature(s)

Name(s)

Capacity

For the employer:

(Insert name and address of organisation)

| | | |
|-----------------------------|--|------|
| Name & signature of witness | | Date |
|-----------------------------|--|------|

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

| | | |
|-----------------------------|--|------|
| Name & signature of witness | | Date |
|-----------------------------|--|------|

C1.3 TSC3 Contract Data

Part one - Data provided by the *Employer*

| Clause | Statement | Data |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: | |
| | <div style="background-color: #cccccc; width: 100px; height: 20px; margin-bottom: 5px;"></div> dispute resolution Option | B: Priced contract with price list |
| | and secondary Options | W1: Dispute resolution procedure |
| | <div style="background-color: #cccccc; width: 100px; height: 80px; margin-bottom: 5px;"></div> of the NEC3 Term Service Contract (April 2013) ¹ | X1: Price adjustment for inflation X2: Changes in the law X18: Limitation of liability Z: Additional conditions of contract |
| 10.1 | The <i>Employer</i> is (name): | Airports Company South Africa SOC Limited a juristic person incorporated in terms of the company laws of the Republic of South Africa |
| | Address | Administrator Office, Southern Office Block, Western Cape, South Africa, 7525. Private Bag X9002, Cape Town International, Western Cape, South Africa, 7525. |
| | Tel No. | 021 937 1200 |
| | Fax No. | N/A |
| 10.1 | The <i>Service Manager</i> is (name): | Nkosinathi Khumalo |
| | Address | Private Bag X9002, Cape Town International, Western Cape, South Africa, 7525. |
| | Tel | 021 935 3929 |

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Fax **N/A**
e-mail

| | | |
|----------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(2) | The Affected Property is | Cape Town International Airport (All Building Owned by ACSA) |
| 11.2(13) | The <i>service</i> is | South Generator Assessment and Repairs, and North Generator no.3 Radiator Replacement at Cape Town International Airport for a Period of 12 Months |
| 11.2(14) | The following matters will be included in the Risk Register | Working on Airside: High noise levels Working on height Mobile Elevated lift equipment |
| 11.2(15) | The Service Information is in | Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | 2 weeks |
| 2 | The Contractor's main responsibilities | Detailed in Part C3 (Service Information) |
| 21.1 | The <i>Contractor</i> submits a first plan for acceptance within | 4 weeks of the Contract Date |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is | Upon contract signing by ACSA |
| 30.1 | The <i>service period</i> is | 24 months from the starting date |
| 4 | Testing and defects | No data is required for this section of the conditions of contract |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is | Four (4) weeks (not more than five) |
| 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 from receipt of a valid tax invoice |
| 6 | Compensation events | No data is required for this section of the condition of contract |

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| | | |
|---------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7 | Use of Equipment Plant and Materials | No data is required for this section of the conditions of the contract |
| 8 | Risks and insurance | See attached annexure C. |
| 9 | Termination | No data required for this section of the conditions of the contract |
| 10 | Data for main Option clause | |
| A | Priced contract with price list | |
| 11 | Data for Option W1 | |
| W1.1 | The <i>Adjudicator</i> is: (refer to clause Z19.1 for the list of adjudicators) | |
| 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 latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body |
| | The place where arbitration is to be held is | Johannesburg, South Africa |
| | The person or organisation who will choose an arbitrator: | Chairman of the Johannesburg Advocate's Bar Council. |

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12 Data for secondary Option clauses

| | | |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| X1 | Price adjustment for inflation | |
| X1.1 | The <i>base date</i> for indices is | It will be limited to a maximum of CPI as at the anniversary date of the contract |
| X2 | Changes in the law | |
| | | There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data. |
| X18 | Limitation of liability | |
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | Total of the losses incurred and/or repairs to the damages caused. |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to | Total of the losses incurred and/or repairs to the damages caused . |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | The excluded matters are amounts payable by the Contractor as stated in this contract for: <ul style="list-style-type: none"> • Loss of or damage to the Employer's property, • Defects liability, • Insurance liability to the extent of the Contractor's risks • death of or injury to a person; • infringement of an intellectual property right |
| Z | The <i>additional conditions of contract</i> are | |

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

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

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

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Z2.1 The *Contractor* provides the *service* in accordance with the *Service* Information and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

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

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

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

Z4. **Termination**

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

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

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

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

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

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

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

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

Z7.1 A change in law is defined as:

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

ADDITIONAL Z CLAUSES

- Z10. Cession, delegation and assignment**
- Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.
- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11. Joint and several liability**
- Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12. Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

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- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13. Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
- Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z13.3.2.** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. Employer's Step-in rights**
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials specifications, schedules, reports, calculations, manuals or other documents or recorded information)

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(electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z15. Liens and Encumbrances

Z15.1. The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z16. Intellectual Property

Z15.1 Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

Z15.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.

Z15.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.

Z15.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

Z15.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:

Z15.5.1 the *Contractor's service*;

Z15.5.2 the use of the *Contractor's* Equipment, or

Z15.5.3 the proper use of the *Affected Property* on which the service is provided.

Z15.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z17. Dispute resolution: The following amendments are made to Option W1:

Z16.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.

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

Z16.2.1 “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral

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submissions shall be heard during adjudication.”

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

Z17 Day:

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

Z18 Safety

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

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

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

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

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

Z19 | Dispute resolution:

**Z19.1 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

Panel of Adjudicators

| Name | Location | Contact details (phone & e mail) |
|--------------------|----------|---------------------------------------------------------------------------------|
| Adv. Ghandi Badela | Gauteng | +27 11 282 3700 ghandi@badela.co.za |

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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

| | | |
|--------------------------------------|----------|-------------------------------------------------------------------------------------------|
| 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 |

Z19.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED CONTRACT NUMBER _____

SOUTH GENERATOR ASSESSMENT AND REPAIRS AND NORTH GENERATOR NO.3 RADIATOR REPLACEMENT AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS

| | | |
|-----------------------------------------|----------|---------------------------------------------------------------------------------|
| Mr. Emeka Ogbugo (Quantity Surveyor) | Pretoria | +27 12 349 2027 emeka@gosiame.co.za |
|-----------------------------------------|----------|---------------------------------------------------------------------------------|

Part C2: Pricing Data

TSC3 Option A

C2.1 Pricing assumptions: Option B

The conditions of contract

How work is priced and assessed for payment

Clause 11 in the core and Option B clauses of the NEC3 Term Service Contract, April 2013 (TSC3) state:

| | | |
|-------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Identified and defined terms | 11 11.2 | (12) The Price List is the <i>price list</i> unless later changed in accordance with this contract. (18) The Price for Services Provided to Date is the Defined Cost which the <i>Contractor</i> has paid plus the Fee. (20) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate. |
|-------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Payments are made according to Defined Cost plus Fee (See core clauses 11.2(5), 11.2(6) and 11.2(8)). At the dates stated in the Contract Data, the *Service Manager* calculates the *Contractor's* share in terms of clause 53. If the *Contractor* has been paid more than the equivalent Prices in the Price List for the same work he pays the *Employer* a portion of the over-run (the pain) but if he has been paid less than the equivalent Prices in the Price List he is paid a portion of the under-run (the gain). The Prices in the Price List are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both.

Function of the Price List

In this Option the Price List is used as a means of arriving at a target price. Clause 54.1 in Option C states: "Information in the Price List is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Price List.

Link to the *Contractor's* plan

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

SOUTH GENERATOR ASSESSMENT AND REPAIRS AND NORTH GENERATOR NO.3 RADIATOR REPLACEMENT AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS

Preparing the *price list*

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

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

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

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

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

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

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

SOUTH GENERATOR ASSESSMENT AND REPAIRS AND NORTH GENERATOR NO.3 RADIATOR REPLACEMENT AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS

C2.2 the *price list*

PRICING SCHEDULE

Part 1

| ITEM | ITEM/ SERVICE DESCRIPTION | UNIT OF MEASURE | QUANTITY | PRICE |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------|----------|
| NORTH GENERATOR NO.3 | | | | |
| 1 | Supply, Delivery, Installation, and Testing of a Replacement Radiator for North Generator No.3 | Each | 1 | R |
| SOUTH GENERATOR | | | | |
| 2 | Rigging, loading on a Crane Truck and transportation to the Service Provider's Workshop and offloading for assessment and repairs | Each | 1 | R |
| 3 | Assessment of the South Generator damages and provide a detailed report of the damages, quantifying all damaged parts. | Each | 1 | R |
| 4 | Complete repairs of the South Generator, including replacement of all the damaged parts as quantified by the assessment as per the above | Each | 1 | R |
| 5 | Rigging, loading on a Crane Truck and transportation to Cape Town International Airport and offloading for reinstallation. | Each | 1 | R |
| 6 | Testing and Recommissioning of the South Generator | Each | 1 | R |
| A | Sub-Total (1+2+3+4+5+6 in ZAR) Exclusive of VAT | | | R |
| B | Contingency at (20%) of the Sub-Total above | | | R |
| C | Total (A+B) Exclusive of VAT | | | R |
| D | VAT @ 15% | | | R |
| E | Total (C+D) Including VAT | | | R |

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Part 2**Preliminaries and general**

| Item no. | Description - Contract Administration Costs | Frequency | Quantity | Cost per item | Total cost |
|-------------------------------------------------------------------|---------------------------------------------|-----------|--------------|---------------|-------------------|
| Preliminary and General - Contract Administration Costs: | | | | | |
| 1 | General Security Awareness | One Off | 10 personnel | R1,000.00 | R10,000.00 |
| 2 | Safety File | Once off | 1 | R15,000.00 | R15,000.00 |
| Part-2 Total preliminaries and general's costs (Excl. VAT) | | | | | R25,000.00 |

- *N.B. Contract administrative costs are not payable upfront but will be drawn off this amount as and when required. This amount covers the full contract duration of 12 Months.*
- *Safety file cost to include medicals examinations as a once off cost.*

Contract Price and Price Adjustment for inflation

The rates applicable to this contract will be listed as in the Bid submission returnable and as per Activity Schedule. The total contract price shall be adjusted on each anniversary date to compensate for increases in cost of labours. The labour content of the contract price, as declared in the Bid Price summary, shall be adjusted based on the increase or decrease in CPI.

PRICING SCHEDULE SUMMARY TABLE

| Line | Description | Total |
|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------|
| 1 | Part-1 Total (A+B) Exclusive of VAT | R |
| 2 | Part-2 Total preliminaries and general's costs (Excl. VAT) | R |
| Total Cost (Part-1 + Part-2) excl. VAT | | R |
| VAT@ 15% | | R |
| Total Cost (incl. VAT 15%) **This should be the same amount as the C1.1 Form of Offer and acceptance in the contract | | R |

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SOUTH GENERATOR ASSESSMENT AND REPAIRS AND NORTH GENERATOR NO.3 RADIATOR REPLACEMENT AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS

Part C3: EMPLOYER'S SERVICE INFORMATION

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1 Description of the *service*

1.1 Executive overview

The main objective of this procurement initiative is to appoint a competent and highly reputable electrical contractor for the assessment and certification of all low voltage (LV) electrical installations at Cape Town International Airport (CTIA).

1.2 *Employer's* requirements for the *service*

Scope of works: (South Generator Assessment and Repairs and North Generator No.3 Radiator Replacement)

North Generator No. 3

- Supply, Delivery, Installation, and Testing of a Replacement Radiator for North Generator No.3

South Generator

- Rigging, loading on a Crane Truck and transportation to the Service Provider's Workshop and offloading for assessment and repairs
- Assessment of the South Generator damages and provide a detailed report of the damages, quantifying all damaged parts.
- Complete repairs of the South Generator, including replacement of all the damaged parts as quantified by the assessment as per the above
- Rigging, loading on a Crane Truck and transportation to Cape Town International Airport and offloading for reinstallation.
- Testing and Recommissioning of the South Generator

1.3 Interpretation and terminology

If required include here definitions additional to those used in the *conditions of contract* which are required only for the purpose of making the Service Information easier to draft and read. Also list abbreviations used and provide a full interpretation of each one, for example:

The following abbreviations are used in this Service Information:

| Abbreviation | Meaning given to the abbreviation |
|--------------|---------------------------------------|
| ACSA | Airports Company South Africa |
| CTIA | Cape Town International Airport |
| BBBEE | Broad Base Black Economic Empowerment |

SOUTH GENERATOR ASSESSMENT AND REPAIRS AND NORTH GENERATOR NO.3 RADIATOR REPLACEMENT AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF 12 MONTHS

| | |
|-------|-----------------------------------------------|
| PPPFA | Preferential Procurement Policy Framework Act |
| OHS | Occupational Health & Safety |
| H&S | Health and Safety |
| SANS | South African National Standard |

2 Management strategy and start up.

2.1 The Contractor’s plan for the service

The Contractor’s plan shall be issued by the Contractor to the Employer at the beginning of each working month throughout the duration of the Contract. The Contractor’s plan shall be reviewed by both parties.

The Contractor’s plan shall include work time schedules (programme), Material required, plant & equipment required, resources and the Total work cost.

The final plan agreed to shall be adopted for use.

The Contractor’s plan shall be as per clause 21 of the Term Service Contract.

2.2 Management meetings

The Contractor will be expected to attend meetings to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make the required persons available for these meetings. The contract shall record and distribute meeting minutes as may be required or agreed with the Service Manager. The contractor shall not submit claims for payment for attending any of these meetings.

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

| Title and purpose | Approximate time & interval | Location | Attendance by: |
|----------------------------------------|-----------------------------|----------|---------------------------------------|
| Risk register and compensation events | Weekly on _____ at _____ | | |
| Overall contract progress and feedback | Monthly on _____ at _____ | | <i>Employer, Contractor and _____</i> |
| | | | |
| | | | |

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

**SOUTH GENERATOR ASSESSMENT AND REPAIRS AND NORTH GENERATOR NO.3 RADIATOR REPLACEMENT AT
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2.3 Contractor's management, supervision and key people

The Contractor will be expected to attend meetings to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make the required persons available for these meetings. The contract shall record and distribute meeting minutes as may be required or agreed with the Service Manager. The contractor shall not submit claims for payment for attending any of these meetings.

2.4 Provision of bonds and guarantees

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

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

2.5 Documentation control

Documents will be identified with an alpha numeric which indicates source and receipts. The exact document referencing, or numbering option shall be discussed and agreed between the Service Manager and the Contractor upon inception of the contract.

Contractual communication will in the form of:

- Written signed letter, letter can be hand delivered or attached to an e-mail.
- Written signed document, the document can be hand delivered or attached to an e-mail.
- And e-mail

2.6 Invoicing and payment

Include a list of information which is to be shown on an invoice as per the example given below.

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

The *Contractor* shall address the tax invoice to
Private Bag X 9002, Cape Town International, Western Cape, South Africa, 7525.

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;
The contract number and title;
***Contractor's* VAT registration number;**
The *Employer's* VAT registration number _____;
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
(add other as required).

Add procedures for invoice submission and payment (e. g. electronic payment instructions).

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Where internal approval policies regulate payment, these should be set out. For example, in the provision of ad hoc services purchase orders may have to be submitted by the Contractor for approval followed by the invoice payment will be made. The following example may apply:

- (a) uploading of a blanket purchase agreement to enable payment to the Contractor;
- (b) planned maintenance comprising the Service to be preceded by a quotation from the Contractor;
- (c) approval of the quote by the Service Manager;
- (d) authorisation of the issue of a purchase order;
- (e) execution of the Service following issue of the purchase order;
- (f) purchase orders collated into monthly payment certificates and for payment in terms of the contract.

Insofar as emergency work is concerned, the "normal" procedure may not apply. This should be set out here. See: 2.13 below for further detail.

2.7 Contract change management

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

2.8 Records of Defined Cost to be kept by the *Contractor*

If Option C or E applies first read clause 52.2 and then state whether the *Contractor* is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the *Service Manager* shall be provided in hard copy or electronically.

Could delete if Option A applies unless the *Employer* requires some form of control over the *Contractor's* record keeping for the purpose of compensation event management.

2.9 Insurance provided by the *Employer*

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the *Contractor* may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

2.10 Training workshops and technology transfer

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

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

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

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2.11 Design and supply of Equipment

On some complex services (e. g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the *Service Manager*, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the *Contractor* to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the *Service Manager* if this paragraph is not used.

Also the *Employer* may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the *Contractor*. Consider deleting this if it is not relevant to the contract.

Refer to clause 23 TSC3.

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

2.12.1 Equipment

After the end of the service period the Contractor shall deliver to the Employer:

- All material that has been replaced by the contractor may be retained as may be required by the Employer.
- All material, spurs and equipment purchase by the Contractor on behalf of the Employer shall remain property of the Employer.
- Operations and maintenance manuals for installed equipment & spares, as built drawings, design documents, for construction documents, project plans, models, test results for all test performed, and other documents of technical nature.

2.12.2 Information and other things

None

2.13 Management of work done by Task Order

Refer to Clause X19 of TSC3.

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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In addition to the requirements of the laws governing health and safety, the *Employer* may have some additional requirements particular to the *service* and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

The *Contractor* shall comply with the health and safety requirements contained in **Annexure B** to this Service Information

3.2 Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in Annexure B.

3.3 Quality assurance requirements

The Contractor must execute all maintenance work according to the industry quality norms and standards prevailing from time to time. In this regard, the Contractor will be expected to draft quality plans from time to time that must be presented to the Service Manager. Emphasis must be on improving system reliability and ensuring that scheduled maintenance work is indeed completed to recommended standards.

The Contractor shall, in the performance of the Works and in accordance with good Service Manage and construction practices, use suitable items.

Quality Assurance

(a) Prior to commencing the Works, the Contractor shall:

(1) Plan, establish and maintain a quality system which conforms with the job quality management plan; and

(2) Provide the Employer with evidence of compliance with the job quality management plan by presenting Contractor warrants.

(b) The job quality management plan is only an aid to achieving compliance with this contract and to document compliance.

The Contractor's scope of obligations will include the management of the Works to ensure performance in accordance with the requirements of this contract.

4 Procurement

The Contractor will always respect OEM (Original Equipment Manufacturer) warranties to ACSA when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are always adhered to.

The Contractor must adhere to all airport requirements regarding fire resistance, health and safety and quality when procuring replacements.

ACSA currently requires that no casual labour (i.e. "off street labour") may be employed by the Contractor unless pre-arranged with ACSA.

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4.1 People

4.1.1 Minimum requirements of people employed

(a) The Contractor shall:

(1) Ensure that all people working in this contract have all necessary relevant working documentation that is compliant to South African labour act, i.e. South African Identity documents and or Working permits for foreigners.

(2) Provide all things and take all measures necessary to protect people and property and, in particular, comply with all Workplace Health and Safety Legislation and take full responsibility for the adequacy, stability and safety of all Materials and Equipment, and methods of construction, transportation and operation; and

(3) Establish, maintain and comply with emergency safety and security procedures applicable to the Work.

If the Contractor or the employees, Subcontractors or agents of the Contractor damage third party property, the Contractor shall:

(a) Make good the damage; and

(b) Pay any compensation to such third party which the Contractor is required to pay under this contract or pursuant to any Applicable Law.

(c) Subject to clause (b), if the Contractor fails to make good such damage or pay any compensation referred to in clause (b) within the time reasonably required by the Employer by notice in writing (which shall not less than fifteen (15) Business Days), the Employer may, by notice in writing to the Contractor remedy the damage at the sole risk and expense of the Contractor.

(d) If the Contractor fails to comply with obligation under this clause, the Employer may, in addition to any other remedy which the Employer may have, perform that obligation on the Contractor's behalf and any cost incurred by the Employer shall be a debt due and payable by the Contractor.

(e) The Contractor shall comply with employment equity act as issued by the Department of Labour.

4.1.2 BBBEE and preferencing scheme

The contractor shall maintain the same BBBEE status level or above during the period of the contract.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Refer to clause 26 TSC3.

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Refer to clause 26 of TSC3.

In addition, appointment of sub-contractors must at all times be in line with the PPPFA.

4.2.3 Limitations on subcontracting

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Refer to clause 26 TSC3

4.2.4 Attendance on subcontractors

Refer to clause 26 TSC3

4.3 Plant and Materials

4.3.1 Specifications

The Contractor shall supply all plant necessary to ensure the provision of the Services in a manner that is in conformance with workplace Health and Safety Act. The Contractor shall ensure that all plant supplied by it is, and is maintained in, a condition that is in conformance with workplace Health and Safety act.

All Plant and Material shall conform to the SANS.

The contractor shall use Plant and Materials that are fit for purpose as may be specified in the SANS.

Design and specification shall always be discussed and agreed with the Service Manager.

4.3.2 Correction of defects

Defective Material and Equipment or Works

(a) Notwithstanding any previous test or certification, the Employer may, acting reasonably, instruct the Contractor to:

(1) Remove from the Site and replace any Materials and Equipment which are not in accordance with the Employer's requirement;

(2) Remove and re-execute any other work is not in accordance with the Employer's requirements.

(3) Execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

(b) The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction.

(c) If the Contractor fails to comply with any such instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for work, the Contractor shall pay the Employer all costs arising from this failure.

4.3.3 Contractor's procurement of Plant and Materials

The contractor:

(a) Shall supply:

(1) The Material and Equipment

(2) and anything else necessary for the performance of the Works.

(b) Equipment, spares and Materials: it will be expected that the prospective Contractor maintains an inventory of equipment, spares and materials or have access to those equipment, spares and materials without compromising response times.

4.3.4 Tests and inspections before delivery

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The Employer is entitled to see any Materials and Equipment or attend any part of the Works that are to be tested and inspect the result of any Test.

Who conducts Test?

- (a) Tests are to be conducted as indicated by the Employer/Service Manager/Employer representative.
- (b) Testing required under this contract shall be carried out by appropriately qualified and skilled persons adequately trained for the tasks allocated to them.
- (c) Tests shall be chosen and testing shall be carried out in the manner that shall cause the least possible damage to the Works.
- (d) Tests specification shall be discussed and agreed with the Service Manager.

4.3.5 Plant & Materials provided “free issue” by the *Employer*

None

5 Working on the Affected Property

When planning to work on the affected property, the Contractor shall:

- (a) Issue to the Employer a detailed work methodology, the work methodology shall be reviewed by the Employer and agreed in signing.
- (b) At all times comply with the Operational Health, Safety & Environmental act as detailed on Annexure A.
- (c) Notify in writing the Employer of the date and time of proposed work. Upon receiving the date and time of the proposed work the Employer shall within seven (7) days review the proposal and notify the Contractor about final decision.

Protection of the public

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

Barricades and lighting

Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same. Hoarding, barricades and lighting shall comply with industry accepted safety standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works. All specifications in this regard shall be discussed and agreed with the Service Manager.

5.1 *Employer’s* site entry and security control, permits, and site regulations

Contractor should provide to his employees all necessary training, i.e. Airside Induction and AVOP required to obtain airside permits.

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

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

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

5.2 People restrictions, hours of work, conduct and records

Restrictions and hours of work may apply at CTIA. It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors. The Service Manager shall have access to these records at any time. These records may be needed when assessing compensation events.

5.3 Health and safety facilities on the Affected Property

Contractor shall comply to all requirements stated in Annexure A

5.4 Environmental controls, fauna & flora

The Contractor shall comply with the environmental criteria and constraints stated in Annexure B.

5.5 Cooperating with and obtaining acceptance of Others

The Contractor shall co-operate with others in obtaining and providing information which they may require in connection with the service. He shall co-operate with others and shares the Affected Property with them as stated in the Service Information.

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;
- Re-scheduling of work to accommodate other contractors.
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems;
- Checking on other contractors in order to reduce risk;
- Pointing out services to consultants or other contractors;
- Providing access to other contractors;
- Attending co-ordination and planning meetings;
- Removing rubble and/or equipment from site;
- Training of ACSA operators and/or technicians;
- Providing of system data to ACSA or its consultants;
- Recommending improvement on maintenance procedures;
- Co-operating with ACSA Security relating to security initiatives.

Notification of Works needs to be issued to Airport stakeholders whenever there is planned work. The Contractor will inform the Service Manager regarding the Work Plan, The Service Manager shall be responsible for distributing the Notification of Work 7 days prior to commencement of work.

5.6 Records of Contractor's Equipment

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Service and Maintenance records of Contractor's vehicles and/or equipment shall be made available on request by Service Manager.

5.7 Equipment provided by the *Employer*

None

5.8 Site services and facilities

5.8.1 Provided by the *Employer*

Employer shall if and when required provide a power supply point, domestic waste disposal (no Hazardous waste) which the contractor will be required to pay for the installation and usage. Contractor will be shown nearest ablution facilities and will have to provide own fire protection systems. The contractor shall provide everything else necessary for providing the service.

5.8.2 Provided by the *Contractor*

Contractor shall if and when required provide own storage containers, provide all equipment required for the work at night and everything else necessary for Providing the Service.

5.9 Control of noise, dust, water and waste

See annexure B

5.10 Hook ups to existing works

5.11 Tests and inspections

5.11.1 Description of tests and inspections

Thorough assessment of all low voltage electrical installations throughout the airport for compliance with the applicable standard, SANS 10142-1, The wiring of premises. And the

The service provider's responsibilities will require compliance with organizational policy and procedures for the assessment activities undertaken, and to report any problems with these activities. All defects highlighted and found during these assessments will be repaired under this contract. The brief scope and frequencies are as below:

5.11.2 Materials facilities and samples for tests and inspections

Responsibilities for Materials facilities, test methods, and required inspection will be discussed and agreed between the Contractor and Employer.

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Annexure C: Risk and Insurance

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

The service provider must secure the following insurance upon appointment:

a) Assets All Risk insurance for a limit of R25 000 (twenty-five thousand rands) for each claim, to cover the following

- Theft
- Damage
- Assets in-transit

b) Public liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).

Proof of insurance to be submitted upon appointment of the service provider.

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1. Annex 1: Equipment Details

South Generator Engine Name Plate:



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North Generator No.3 Radiator Name Plate:

