



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: THE MAINTENANCE OF UNINTERRUPTIBLE POWER SYSTEMS FOR PERIOD OF FIVE YEARS

TITLE OF PROJECT: MAINTENANCE OF UNINTERRUPTIBLE POWER SYSTEMS FOR A PERIOD OF FIVE (5) YEARS AT KING SHAKA INTERNATIONAL AIRPORT (KSIA), CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING SHAKA INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT

(Registration Number: 1993/004149/30)

and

(Registration Number:)

for **MAINTENANCE OF UNINTERRUPTIBLE POWER SYSTEMS FOR A PERIOD OF FIVE (5) YEARS AT KING SHAKA INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT**

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PART C1: AGREEMENT AND CONTRACT DATA**C1.1 Form of Offer and Acceptance****Offer**

The employer, identified in the acceptance signature block, wishes to enter into a contract for MAINTENANCE OF UNINTERRUPTIBLE POWER SYSTEMS FOR A PERIOD OF FIVE (5) YEARS AT KING SHAKA INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT.

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

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

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

(In words); (in figures)

THE OFFERED PRICE IS AS STATED IN THE PRICING SCHEDULE

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

for the contractor

Signature	Date
Name	Capacity
(Name and address of organisation)	
.....	
Name and signature of witness	
.....	

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

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

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

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

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

for the Employer

Signature	Date
Name	Capacity
Airports Company South Africa,	

Name and signature of witness	
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Schedule of Deviations

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

2 Subject	
Details	
3 Subject	
Details	
4 Subject	
Details	
5 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.

C1.2 Contract Data**Part one - Data provided by the *Employer***

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option:	W1: Dispute resolution procedure
	and secondary Options:	
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X17 Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		X19 Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	Airports Company South Africa SOC Limited 1 Canelands Drive, Administration Office MSO Building King Shaka International Airport La Mercy 4407 Chief Dawid Stuurman International Airport Administrator Office, Aeropark Office Complex, Block A, 1st Floor, Allister Miller Drive, Walmer, 6001 King Phalo Airport Airports Company South Africa SOC Limited King Phalo Airport 66 Settlers way Greenfields 5201

10.1	The <i>Service Manager</i> is:	KSIA- Mduduzi Sikhakhane or representative assigned by the employer. CDSIA – Mandla Hadebe or representative assigned by the employer. KPA – Sam Luyenge or representative assigned by the employer.
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	King Shaka International, Chief Dawid Stuurman International and King Phalo Airports Uninterruptible Power Systems
11.2(13)	The <i>Service</i> is	MAINTENANCE OF UNINTERRUPTIBLE POWER SYSTEMS FOR A PERIOD OF FIVE (5) YEARS AT KING SHAKA INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT AND KING PHALO AIRPORT as set out in Part C3 <i>Service Information</i> .
	The following matters will be included in the Risk Register	• Availability of As Built information. • Access to Site • Site Constraints and Constructability • Existing Services • Delay in supply of material and/or equipment • Progress of the works against the program • Travelling public and ACSA stakeholders • Availability of qualified staff • Business continuity (Civil unrest, employees strike, weather conditions, staff turnover, availability of spares)
11.2(15)	The <i>Service Information</i> is in	The section titled <i>Service Information</i> included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract start Date

2	The Contractor's responsibilities	main	Detailed in Part C3 (Service Information)
3	Time		
30.1	The <i>starting date</i> is		From date of signatories from both parties
30.2	The <i>Service Period</i> is		Five (5) years from the starting date or the depletion of the Blanket Purchase Agreement whichever comes first
4	Testing and Defects		No data is required for this section of the <i>conditions of contract</i>
5	Payment		
50.1	The <i>assessment interval</i> is on the		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
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	Use of Equipment, Plant and Material		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 Employer provides these insurances from the Insurance Table		Refer to Part C1.4
83.1	The Contractor provides these additional insurances		Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table		Refer to Part C1.4

9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or 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 Durban Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
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 of the Prices
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 of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - 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 Additional conditions of Z1 – Z19 contract are	
	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>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	Providing the Service:	
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	

Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.
	Amendment to the Secondary Option Clauses
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics

Z10.1 The *Contractor* undertakes:

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

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

- Z12.1** If the *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, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the
Adjudicator**

An *Adjudicator* is appointed Panel of Adjudicators

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 Durban 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

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

Z15.2 Appointment of the Arbitrator

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Arbitrator*, the referring Party refers the appointment deadlock to the Chairman of the Durban 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 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16 Notification of a compensation event

- Z16.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager 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.

PART C1.2b CONTRACT DATA**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The following matters will be included in the Risk Register	• Existing Services • Access to Site • Delay in supply of material and/or equipment • Progress of the works against the program • Travelling public and ACSA stakeholders • Site Constraints and Constructability • Availability of qualified staff • Business continuity (Civil unrest, employees strike, weather conditions, staff turnover, availability of spares)
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PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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) in order 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 Organisation: AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT KING PHALO AIRPORT
Physical Address: Airport Company South Africa

Hereinafter referred to as “Client”

Name of organisation:
Physical Address: KSIA, 1 Canelands, Street, Multi Storage Offices, La Mercy, CDSIA, Administrator Office, Aeropark Office Complex, Block A, 1st Floor, Allister Miller Drive, Walmer King Phalo Airport, 66 Settlers way, Greenfields, 5201

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
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 utilise 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 according to 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.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatory undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will at all times comply with the following conditions:

1. All work performed by the Mandatory 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 OHSAct 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 OHSAct 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 OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
 11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
 12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
 13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
 14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value below R50million on the LANDSIDE

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for contracts with a value above R50 million on the LANDSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

PART C2: PRICING DATA

C2.1 Pricing Assumptions

1. Pricing increment will be negotiated as per CPI yearly on the eve of the contract.

2. PRICING INSTRUCTIONS:

2.1 Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.

2.2 A detailed breakdown of costs to be attached.

2.3 All rates quoted as part of this bid will apply to Task Orders as/when required (additional work outside scheduled maintenance).

2.4 Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly)

2.5 Annual Maintenance price:

2.5.1 Must include all costs applicable to carry out the service viz. labour, consumables, travel, accommodation.

2.6 Task Order Pricing

2.6.1 Task Order price to include the first two hours, which includes travelling, accommodation, labour & repairs.

2.6.2 The cost on Task Order will be claimed on proven Task Order and associated costs.

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

2.6.4 Where the yearly Task Orders as been exhausted, the hourly rate and travelling rate will apply as quoted in the table below and PRICING SCHEDULE respectively.

2.7 Critical Spares Holding:

2.7.1 Claim on the usage of Critical Spares Holding will be based on prior ACSA approval and proven cost approved by ACSA representative. Where the critical spares have been exhausted or spare is required, the 3rd party item/services mark-up rates shall apply.

2.7.2 Pricing for the Spares shall include delivery cost.

2.8 Permit costs:

Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.

No mark-up to be levied on Permit costs.

All employees will be checked for criminal records and no permit will be granted to those with criminal records.

Cost for lost permits and new employees will not be reimbursed by ACSA.

2.9 3rd Party Procured Items and Services:

Spares (material) and sub-contracted work will be charged at cost plus mark-up.

VAT shall not form part of mark-up calculations.

ACSA shall provide the storeroom where the materials will be stored.

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

All material supplied must be SABS approved.

2.10 The final form of offer must be inclusive of VAT.

2.11 The VAT portion must be indicated separately.

2.12 Payment for this contract will be against proven cost.

2.13 CPI value in the price list is used for estimation purposes the applicable CPI will be the CPI at the anniversary date of the contract.

C2.2 The Price List

PART A: KSIA UPS Annual Maintenance						
UPS System: Yearly Maintenance as per scope. KSIA has capex project underway to replace most of the unit within 2 years of this contract, the make, model, and technology are subjected to change. Service provider is expected to service them as required						
Serial No #	Description	(a) No. of devices	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	Static AWP EA890 transformer-based 300KVA	1	Each	R	1	R
2	Modular Delta - 250 KVA	2	Each	R	1	R
3	Modular Powerwise 200 KVA	1	Each	R	1	R
4	Static UPS- Inform 1KVA + 2 KVA	16	Each	R	1	R
5	Static UPS- Inform 3KVA	65	Each	R	1	R
6	Static UPS- Inform 6KVA + 7,5 KVA	15	Each	R	1	R
7	Static UPS- Inform and power wise 10KVA + 12 KVA + 15 KVA	39	Each	R	1	R
8	Static UPS- Inform 30KVA	4	Each	R	1	R
9	Static UPS- Inform 40KVA	11	Each	R	1	R
10	Static UPS – Inform 60KVA	4	Each	R	1	R
Sub-total Excluding VAT: PART A						R

PART B: CDSIA UPS Annual Maintenance

UPS System: Yearly Maintenance as per scope.

Serial No #	Description	(a) No. of Units	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	Static UPS Eaton 150 KVA	1	Each	R	1	R
2	Static UPS Eaton 160 KVA	1	Each	R	1	R
3	Static UPS Meissner 40 KVA	5	Each	R	1	R
4	Static UPS Ltech 0.96 KVA	2	Each	R	1	R
5	Static UPS Eaton 2KVA	2	Each	R	1	R
6	Static UPS Reltu 80KVA	2	Each	R	1	R
7	Static UPS Eaton 1,2 KVA	1	Each	R	1	R
Sub-total Excluding VAT: PART B						R

PART C: KPA UPS Annual Maintenance

UPS System: Yearly Maintenance as per scope.

Serial No #	Description	(a) No. of Units	(b) Unit of Measure	(c) Price / Unit	(d) Visits per year	Price per year Excluding VAT (a)x (c) x (d)
1	Static UPS Eaton 120 KVA	1	Each	R	1	R
2	Static UPS Eaton 160 KVA	1	Each	R	1	R
3	Static UPS Eaton 100 KVA	1	Each	R	1	R
4	Static UPS Eaton 1,1 KVA	2	Each	R	1	R
5	Static UPS 1kVA	13	Each	R	1	R
6	Static UPS Delta Electronics 3kVA	3	Each	R	1	R
7	Static UPS RT-10k 10kVA	1	Each	R	1	R
Sub-total Excluding VAT: PART C						R

PART D: KSIA Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, and first 2 hours onsite exclude accommodation (where applicable)					
Estimated Call outs	40	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using the total provisional sum of R 250,000 for each row as maximum value to determine mark-up percentage					
Value of Items		(Z) Mark up (contractor to complete)	(Y) Provisional spares amount for budget purpose		[Y*(1+Z%)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000		%	R 10 000		
R2,001 - R5,000		%	R 20 000		
R5,001 - R10,000		%	R 100 000		
R10,001 - R50,000+		%	R 120 000		
Provisional Sum Sub Total Excluding VAT			R 250 000		
SUB-TOTAL Excluding VAT: PART D					R

PART E: CDSIA Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, first 2 hours onsite and one day accommodation (where applicable)					
Estimated Call outs	20	Each	R	1	R
Sub-total Excluding VAT					R

Critical Spares Supply – Contractor to complete using the total provisional sum of R50,000 for each row as maximum value to determine markup percentage			
Value of Items	(Z) Mark up (contractor to complete)	(Y) Provisional spares amount for budget purpose	[Y*(1+Z%)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000	%	R 2 000	
R2,001 - R5,000	%	R 5 000	
R5,001 - R10,000	%	R 10 000	
R10,001 - R50,000+	%	R 43 000	
Provisional Sum Sub Total Excluding VAT		R 50 000	
SUB-TOTAL Excluding VAT: PART E			R

PART F: KPA Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, first 2 hours onsite and one day accommodation (where applicable)					
Estimated Call outs	20	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using total provisional sum of R50,000 for each row as maximum value to determine mark-up percentage					
Value of Items	(Z) Mark up (contractor to complete)		(Y) Provisional spares amount for budget purpose	[Y*(1+Z%)] Total Mark-up values to be budgeted (contractor to complete)	
R0 - R2,000	%		R 2 000		
R2,001 - R5,000	%		R 5 000		
R5,001 - R10,000	%		R 10 000		

R10,001 - R50,000	%	R 43 000	
Provisional Sum Sub Total Excluding VAT		R 50 000	
SUB-TOTAL Excluding VAT: PART F			R

PART G: General				
Description	No. of units	Price Per Unit	Unit of measure	Price per year Excluding VAT
Safety File – KSIA	1	R	Each	R
Safety File – CDSIA	1	R	Each	R
Safety File – KPA	1	R	Each	R
OEM Training (Provisional Sum, to be claimed on proven cost)	N/A	N/A	Sum	R 5000
KSIA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking (To be claimed on proven cost with no markup)	N/A	N/A	Sum	R 1 000
CDSIA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking (To be claimed on proven cost with no markup)	N/A	N/A	Sum	R 1 000
KPA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking (To be claimed on proven cost with no markup)	N/A	N/A	Sum	R 1 000
Sub-Total Excluding VAT: PART G				R

PRICE SUMMARY FOR ONE YEAR				
Description			Price	
Price brought forward from Part A			R	
Price brought forward from Part B			R	
Price brought forward from Part C			R	
Price brought forward from Part D			R	
Price brought forward from part E			R	
Price brought forward from part F			R	
Price brought forward from part G			R	
Subtotal per year Excluding VAT			R	
Five (5) Year Contract Price	Annual Price	Escalation %	Escalation Value	Total
Year 1				
Contract Value for Year 1 (Excl.VAT)	R	0%	N/A	R
Year 2				
Contract Value for Year 2 (Excl.VAT)	R	6%	R	R
Year 3				
Contract Value for Year 3 (Excl.VAT)	R	6%	R	R
Year 4				
Contract Value for Year 4 (Excl. VAT)	R	6%	R	R

Year 5				
Five (5) year contract (excluding VAT and Including escalations)	R	6%	R	R
VAT				R
TOTAL Five-year contract Inclusive VAT and escalations (This amount must be carried to C1.1 Form of Offer)				R

LABOUR RATES SCHEDULE – Bidder to complete					
Skill	Normal Hourly Rate	After Hours Hourly Rate			
		Weekdays	Saturdays	Sundays	Public Holiday
Engineer					
Technician					
Electrician					
Semi-Skilled					

Labour Conditions

*All rates to exclude vat.

Subject to mutual agreement between ACSA and the contractor, the number of staff allocated to the contract may be increased or reduced to cater for special needs that may arise from time to time.

TRAVEL RATE SCHEDULE – Bidder to complete			
Airport	Rate per km	Distance in KM (return trip)	Total per trip Excluding VAT
KSIA	R	KM	R
CDSIA	R	KM	R
KPA	R	KM	R

Mark-Up of 3rd Party Procurement:

- 1.1 Spares and sub-contracted work will be charged at cost plus mark-up.**
- 1.2 VAT shall not form part of mark-up calculations.**
- 1.3 Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.**
- 1.4 Mark-up percentage will be subject to negotiations between the Bidder and ACSA.**

PART 3: SERVICE INFORMATION

Document reference	Title	No of pages
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	Total number of pages	

PART C3.1: EMPLOYER'S SERVICE INFORMATION

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Part 3: Scope of Work

1. Description of the service

1.1 Executive overview

Maintenance of UNINTERRUPTIBLE POWER Systems for a Period of Five (5) Years at King Shaka International Airport (KSIA), Chief Dawid Stuurman International Airport (CDSIA) and King Phalo Airport (KPA).

Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures.

On appointment, contractor will be required to engage OEMs for technical support.

Preventative Maintenance

NB: Prior ACSA Approval Must Be Obtained For All Repairs, Replacement During Maintenance

1.2 Employer's requirements for the service

Uninterruptible Power Supply Annual Maintenance

To ensure the serviceability and reliability of the Uninterruptible Power Supply Systems at KSIA, CDSIA and KPA by providing preventive and corrective maintenance as recommended by OEM.

Provide the Annual Maintenance of Uninterruptible Power Supply System at KSIA, CDSIA and KPA

Applicable National and International Standards : SANS 10142-1, SANS 60529 OSH ACT 85 of 1993

Item	Description
Annual Maintenance	• Inspect condition of UPS • Check cooling fans. • Check fuses. • Check and clean filters. • Perform UPS functional test. • Clean UPS cabinets • Record operating parameters on the service record • Submit record of maintenance (including all downloaded error logs and alarm for the duration of the UPS operation) to contract manager. • Check the functionality of the automatic bypass should the mains fail. Check the automatic online return of the UPS when the mains return. • Submit the spares replacement quotation and report timeously within seven (7) days of completion of maintenance (corrective or preventive). • Record event memory of the ups • Check tightness and security of internal connection. • Clean ups and battery cabinets • Check-ups remote monitoring • Clean, grease UPS batteries. Conduct load test on batteries. • Check air-conditioning and report any abnormalities. Check humidity effects.

Item	Description
	• Conduct the infrared scanning of the active parts. Submit the report of the results. • Visually inspect UPS physical condition. • Remove dust build up from batteries and UPS. • Visually inspect UPS electrical wiring for signs of overheating and insulation break down and housekeeping Review event log. (Check line and by-pass status) • Inspect cabinet fans for proper operation. • Check and record battery charger for proper charge rate. • Inspect air filters for plugging and deterioration, replace if required. • Verify metering display is accurate. • Take current and voltage readings on the input and output. • On parallel systems verify proper load sharing between UPS modules. • Check internal power supplies. • Record event memories. • Measure and record UPS temperature room, % load on UPS and charger voltage • Measure and record battery cells, inverter output voltage, current, frequency and power factor • Record any alarm conditions and repair them when instructed. • Carry out lamp test and static and manual bypass switch test. • Compare display values with the recorded and calibrate if required. • Take necessary measurement and record them. • Record any excessive heat build-up in the UPS room as this reduces battery life. • Perform software setups for applicable UPS models. • Perform UPS service: • Shut down UPS ➤ Open and clean internally ➤ Measure and verify capacitor and rectifier values ➤ Visual check for faults on circuit boards ➤ Startup UPS, simulate mains failure and perform on-load test

KSIA UPS Equipment Schedule

Location Wire Centre/ Core Room	UPS KVA	UPS Status	Output Voltage
WC – 05	3	Online	230
WC – 06	3	Online	230
WC – 11	3	Online	230
WC – 12	3	Online	230
WC – 13	3	Online	230
WC – 13	6	Online	230
WC – 14	1	Online	230
WC – 14	3	Online	230
WC – 14	6	Online	230
WC – 15	6	Online	230
WC – 16	1	Online	230
WC – 16	3	Online	230
WC – 17	1	Online	230
WC – 17	3	Online	230
WC – 18	1	Online	230
WC – 18	3	Online	230
WC – 19	3	Online	230
WC – 20	3	Online	230
WC – 20	3	Online	230
WC – 21	3	Online	230
WC – 21	3	Online	230

WC – 23	3	Online	230
WC – 23	3	Online	230
WC – 24	3	Online	230
WC – 25	3	Online	230
WC – 26	6	Online	230
WC – 27	3	Online	230
WC – 28	3	Online	230
WC – 30	3	Online	230
WC – 31	3	Online	230
WC – 32	3	Online	230
WC – 29	3	Online	230
WC – 29	6	Online	230
CC – 01	3	Online	230
CC – 02	6	Online	230
CC – 03	1	Online	230
CC – 03	3	Online	230
CC – 04	1	Online	230
CC – 04	3	Online	230
CC – 05	1	Online	230
CC – 05	3	Online	230
AB – 01	3	Online	230
AB – 02	3	Online	230
AB – 03	3	Online	230
AB – 04	3	Online	230
AB – 05	3	Online	230
AB – 06	3	Online	230
AB – 07	3	Online	230
AB – 08	3	Online	230

MB01/1	3	Online	230
MB01/2	6	Online	230
MB02/1	3	Online	230
MB02/2	6	Online	230
AG 01	3	Online	230
AG 02	3	Online	230
AG 03	3	Online	230
N/Gate	3	Online	230
S/Gate	3	Online	230
E/Gate	1	Online	OK
W/Gate	3	Online	230
CFR UPS1	3	Online	230
CFR UPS2	6	Online	230
AS 1	3	Online	230
AS 2	2	Online	230
AS 3	2	Online	230
AS 4	3	Online	230
WC – FFD	3	Online	230

MSP WC1	3	Online	230
MSP WC2	10	Online	230
MSP WC2	10	Online	230
MSP WC4	3	Online	230
MSP WC5	3	Online	
MSP WC5	3	Online	230
MSP WC6	3	Online	230

MSP WC6	6	Online	230
MSP WC7	3	Online	230
MSP CC01	3	Online	230
MSP CC01	1	Online	230
MSO WC1	3	Online	230
MSO WC2	3	Online	230
MSO WC2	3	Online	230
TMS – CT	3	Online	230
WC – FFM	3	Online	230
WC –ASP	3	Online	230
WC – RCB	3	Online	230
WC – I/P	3	Online	230
WC – I/P	3	Online	230
WC – I/P	3	Online	230
WC-NGP	2	Online	230

Location DB ROOM	UPSKVA	UPS Status	Output Voltage
B3	10	Online	230
B4	15	Online	400
UPS 1-B	30	Online	400
A1	30	Online	400
A2	40	Online	400
A3	60	Online	400
A4	40	Online	400
D1	15	Online	400
D2	15	Online	400
D3	60	Online	400
D4	60	Online	400
C1-1	10	Online	230
C1-2	10	Online	230
C1-3	10	Online	230
C2-1	10	Online	230
C2-2	10	Online	230
C2-3	10	Online	230
C3-1	10	Online	230
C3-2	10	Online	230
C3-3	10	Online	230
C4-1	10	Online	230
C4-2	10	Online	230
C4-3	7.5	Online	230
TOC 1	40	Online	400
TOC 2	40	Online	400
UXR	60	Online	400

BHC-1	10	Online	230
BHC-2	40	Online	400
CA 1	30	Online	400
CA 2	15	Online	400
CA 3	15	Online	400
CA 4	30	Online	400
CD 1	15	Online	400
CD 2	15	Online	400
CD 3	15	Online	400
PA 25	10	Online	230
PA 30	10	Online	230
PA 27	10	Online	230
PA 28	10	Online	230

Location DB Room	UPS KVA	Status	Output Voltage
MB – 1	10	Online	230
MB – 2	10	Online	230
AG – 01	10	Online	230
AG – 02	10	Online	230
AG – 03	10	Online	230
N/Gate	10	Online	230
S/Gate	10	Online	230
CFR	40	Online	400
AS 1	300	Online	400
AS 2	6	Online	230
AS 3	6	Online	230
AS 4	200	Online	400

UPS Room 1	250	Online	400
UPS Room 2	250	Online	400
ASP	7.5	Online	230
Minisub A1	1	Online	230
Minisub A2	1	Online	230
Minisub A4	1	Online	230
A2 SUB	15	Online	400
CG1	10	Online	230
CG5	10	Online	230
MSP DB 1	40	Online	400
MSP DB 2	40	Online	400
MSP DB A	40	Online	400
MSP DB B	40	Online	400
MSP DB M	40	Online	400
MSP SUB	6	Online	230
C/Tower	15	Online	400
Staff Park	6	Online	230
L/stay Park	6	Online	230
S/stay Park	10	Online	230
Pump Station	2	Online	230

CDSIA UPS Equipment Schedule

Location	UPS KVA	Status	Output Voltage
Main Substation	150	Online	400
08 Substation	160	Online	400
Baggage	40	Online	400
Core Room 1	40	Online	400
Core Room 1	40	Online	400
Basement	40	Online	400
Check-in 1	80	Online	400
Check-in 1	80	Online	230
Localiser 26	0,96	Online	230
Localiser 26	0,96	Online	230
Localiser 08	0.96	Online	230

Localiser 08	0.96	Online	230
ATNS	1.2	Online	230
AGL	2	Online	230
AGL	2	Online	230

KPA UPS Equipment Schedule

Location	UPS KVA	Status	Output Voltage
Terminal Building	120	Online	400
11 Substation	160	Online	400
Electrical Complex Main Substation	100	Online	400
Main Substation AGL cabinet 1	1,1	Online	230
Main Substation AGL Cabinet 2	1,1	Online	230
Terminal Building (Landside)	10	Online	400
Airside Wire Centre	3	Online	230
Airside Wire Centre	3	Online	230
Airside Wire Centre	3	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230
Landside DB	1	Online	230

APPROVALS:

- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.
- Direct reporting lines will be to the ACSA Contracts Manager.

PROOF OF COMPLIANCE WITH THE LAW:

- Service Provider to abide by all relevant and applicable legislation / s and all applicable regulations pertaining to the required services and site.

1.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
A	Ampere
ACSA	Airports Company South Africa SOC Limited
AGL	Airfield Ground Lighting
CAA	Civil Aviation Authority
CAT	Category
CRI	Colour Rendering Index
DB	Distribution Board
EMC	Electromagnetic Compatibility
EN	European Standards
FOD	Foreign Object Debris
ICAO	International Civil Aviation Organisation
IEC	International Electrotechnical Commission
IP	Ingress Protection
ISO	International Standard Organisation
KA	Kilo Ampere
KHz	Kilo Hertz
KVA	Kilo Voltage Ampere
KV	Kilo Voltage
KW	Kilo Watts
KΩ	Kilo Ohms
LED	Light Emitting Diode
LV	Low Voltage
MCB	Miniature Circuit Breaker
MTBF	Mean Time Between Failures
MV	Medium Voltage
OSH Act	Occupation Health and Safety Act 85 of 1993
RCA	Root Cause Analysis
RPM	Revolution per minute
SACAA	South African Civil Aviation Authority
SANS	South African National Standards

TBA	To be Advised
TBD	To be Determined
UGR	Universal Glare Rating
°C	Degrees Celsius

2. Management strategy and start up.

2.1 The *Contractor's* plan for the service

Service Level Agreement

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

The expected performance is depicted on Annexure B Low Service Table

2.2 Management meetings

Conduct quarterly meeting with the Employer's contract manager

Compile functionality report after every service, the report to be submitted to the service manager within 10 working days after the completion of the service

Working hours are 08h00 – 17h00 (Weekdays). After hours are 17h01 – 07h59 (Weekdays) and full days on weekends and Public Holidays.

All maintenance will be required to be done during working hours except when the shutdown is required

Relevant industry labour rates to apply

The ACSA contract manager is responsible for the monitoring, evaluating, testing and quality check on the workmanship of the works delivered.

Maintenance reports are duly submitted for monitoring and management purposes as well as auditing purposes

Monthly meetings between ACSA contract manger and the appointed contractor.

Quarterly meeetings will be held with SCM and contractor.

Evaluation form will be used to monitor the peformance of the contractor. SLA will be enforced with penalties and non conformance issued

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	TBD	TBA	TBA
Overall contract progress and feedback	TBD	TBA	<i>Employer, Contractor and _TBA_</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.

2.3 Contractor's management, supervision and key people

N/A

2.4 Provision of bonds and guarantees

Not Applicable

2.5 Documentation control

Service status and progress reports to be submitted with detailed activities linked to resources and operations.

All inspection check sheets to be kept by the Service Provider and presented when required.

Annual service records to be kept for a period of five (5) years by the Service Provider.

2.6 Invoicing and payment

Payment will be made to the Service Provider on a monthly basis.

Thirty (30) days from date of invoice.

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

_____ 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)

2.7 Contract change management

Any changes to the contract terms regarding staffing, spares holding, maintenance schedule, repair period must be approved by ACSA Representative

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

All records pertaining to this contract shall be kept in both electronic and hard copy. To be available on requests.

2.9 Insurance provided by the *Employer*

Refer to Part C1.4 above

2.10 Training workshops and technology transfer

On appointment, contractor will be required to engage OEMs for technical support.

2.11 Design and supply of Equipment

Not Applicable

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

2.12.1 Equipment

Not Applicable

2.12.2 Information and other things

Contractor to hand over any engineering changes, modification, As built drawing and technical reports done during the service period on the employer's equipment.

2.12.3 Management of work done by Task Order

Only use this heading if Option X19 applies to this contract.

In some cases all work may be done in terms of Task Orders in which case it may be logical to move this section closer to the start of this part 2 of the Service Information. In some cases only parts of the *service* may require to be handled by Task Order, for example a major repair which has become necessary during a continuous maintenance service contract.

Please read Option X19 before drafting requirements here as much of the procedure for the administration of Task Orders is already provided in X19, for example X19.2 specifies what a task Order should include

A Task Order format could be provided in an Annexure to this Service Information.

Many considerations can apply to Task Orders, such as availability of resources, arrangements for emergency work, Task Order reporting (work carried out and service results), assessment of additional Prices for *service* not included in the Price List etc.

Clause X19.6 requires information which should be included on a Task Order programme. Further requirements for Task Orders include things to be provided by the *Employer* under a Task Order and the conditions under which the *Employer* or Others are to work.

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

In addition to the requirements of the laws governing health and safety, the <i>Employer</i> may have some additional requirements particular to the <i>service</i> 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 _____ to this Service Information.

3.2 Environmental constraints and management

DISPOSAL REQUIREMENTS.

- Disposal during and after contract period:
 - The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract at ACSA Airports.
 - The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.

Proof of such disposal must be submitted to ACSA.

The *Contractor* shall comply with the environmental criteria and constraints stated in ACSA Environmental Policy, and update time to time.

3.3 Quality assurance requirements

Contractor to meet or exceed the minimum quality requirements as detailed in the Service Level Agreement above.

The Service Provider will be required to use the ACSA Computerised Maintenance Management System (CMMS);

The service provider will be required to provide input to the CMMS system.

The Service Provider to further liaise and provide feedback to the IMC and/ or Contract Manager with regards to call logs and close outs.

4. Procurement

Spares (material) and sub-contracted work will be charged at cost plus mark-up.

VAT shall not form part of mark-up calculations.

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

All material supplied must be accredited to a relevant quality standard e.g SABS.

The procured spares/materials quotes must be market related and contractor to provide an invoice from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

The Tender offer must be inclusive of VAT.

The VAT portion must be indicated separately.

4.1 People

4.1.1 Minimum requirements of people employed

Not Applicable

4.1.2 BBBEE and preferencing scheme

Specify constraints which *Contractor* must comply with after contract award in regard to any Broad Based Black Economic Empowerment (B-BBEE) or preferencing scheme measures.

4.2 Subcontracting

4.2.1 Preferred subcontractors

Not applicable, however the technical advise can be seek from OEM

4.2.2 Subcontract documentation, and assessment of subcontract tenders

Not applicable

4.2.3 Limitations on Third party subcontracting

The Contractor shall not sub-contract more than 25% of the Contract Price to another enterprise that does not have equal or higher (better) B-BBEE status level, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract

4.2.4 Attendance on subcontractors

Not Applicable

Plant and Materials

Specifications

Plant and Materials are as specified under the Scope of Works above.
--

Correction of defects

As stated above in the SLA

***Contractor's* procurement of Plant and Materials**

Contractor is required to keep a minimum critical spares at all times to minimise the plant downtime
--

Tests and inspections before delivery

Not applicable

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

Not Applicable

Working on the Affected Property

TBA

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

ACCESS TO LAND / BUILDINGS / SITES: GENERAL PERMIT REQUIREMENTS

- Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA Permit Office. The Service Provider will be liable for cost of these permits and induction courses.
- Permits are cards issued to persons employed and operational vehicles owned by airport based companies.
- Conditions of Issue:
 - Acceptance of personal permit applications.
 - The conditions under which ACSA shall issue an ACSA security personal permit are as follows:
 - All applicants requiring permits for two (2) days to two (2) years for the first time or renewing permits shall be vetted.
 - All applicants requiring permits for six (6) days to two (2) years to gain access into airside must complete an airside induction course prior to applying for permits.
 - When the relevant application forms have been duly completed by the applicant and authorised by the nominated sponsor.
- The following necessary documents must be attached:
 - Identity documents.
 - Airside induction certification is required for the following zone access for permit holders:
 - red,
 - red and green,
 - red and blue,
 - red and yellow,
 - purple and red and red,
 - green and blue
- Airside Vehicle Operators Permit (AVOP) certificate for employers employed as drivers in order to be issued an AVOP permit.
- Watched and understood the security awareness briefing videos.
- All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.
- All cases that are vague shall be referred to the Joint Planning Committee (JPC) for approval.

- If an applicant has no previous convictions a permit can be issued.
- Applications of contractors and subcontractors shall be accepted if it is sponsored by a company / organisation or an individual operating at ACSA operated airports and the company / organisation is registered in the Airport Permit Issue System (APIS).
- Special visitors permit (ad-hoc) shall be issued to government agents and security companies dealing with valuable cargo.

VEHICLES ON SITE

Vehicles must be inspected and approved to be on airside, and they must adhere to the regulated maximum age limit of six years.

Any vehicle or moveable equipment accessing or entering the airside is required to have signage and strobe light prior to obtaining access.

Strobe Light

- A medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated/part of the vehicle or item of equipment
- The amber strobe light shall be visible from all angles
- The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside
- A portable strobe light shall be used

Any vehicle that becomes unserviceable whilst on airside must be removed within four (4) hours as failure to do attracts a fine of R1000.00

Unsafe acts/ negligent behaviour can lead to a removal of the access permit.

Some of the fines imposed are:

- Littering – R1000.00
- Failure to give way to an aircraft pushing back- R1000.00
- Driving/parking under the aircraft wing tip- R1000.00
- Approaching an aircraft with the engines running- R1000.00
- Causing obstruction to a refuelling vehicle- R1000.00
- Driving behind an aircraft with the engine running- R1000.00
- Failure to present Airside Vehicle Operator's Permit- R500.00
- Failure to report an accident/ incident- R5000.00

People restrictions, hours of work, conduct and records

Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA Permit Office. The Service Provider will be liable for cost of these permits and induction courses. Permits are cards issued to persons employed and operational vehicles owned by airport-based companies.

Working hours are 08h00 – 17h00 (Weekdays). After hours are 17h01 – 07h59 (Weekdays) and full days on weekends and Public Holidays

Health and safety facilities on the Affected Property

ACSA health and safety requirements to be adhered to

Environmental controls, fauna & flora

Refer to Environmental Clauses above

Cooperating with and obtaining acceptance of Others

Security Contractor on Landside: Reporting suspicious behaviour noted in parking to security service provider.

Cleaning Contractor: Landside

Litter on landside.

Maintenance Contractors: Report any maintenance related queries to the Infrastructure Maintenance Centre (IMC) Help Desk i.e. aircon not working, damaged signage, escalators and elevators not working, lights not working, cracked paving etc.

Traffic lights not working: Metro Police

All other services providers as required.

Records of *Contractor's* Equipment

The contractor to keep both electronic and hard copy records of any tools, equipment and plant use on ACSA site whilst performing duties. This include whether the Equipment on Site including is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.
--

Equipment provided by the *Employer*

Not applicable.

Site services and facilities

Provided by the *Employer*

Not applicable

Provided by the *Contractor*

Contractor to equipped itself, whether owned or hired, with any necessary resources to conduct work as per this contract.

Control of noise, dust, water and waste

State requirements, if any.

Hook ups to existing works

State any constraints

Tests and inspections

Description of tests and inspections

The tests and inspections to be carried out by the *Contractor* and the *Service Manager* and others to be determined when required.

Materials facilities and samples for tests and inspections

TBD

List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract. The drawing will be available on request, depending on availability.

Drawing number	Revision	Title

PART C4: SITE INFORMATION

King Shaka International Airport
Chief Dawid Stuurman International Airport
King Phalo Airport

ANNEX A**Environmental constraints and management****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 not be feasible. - Under no circumstances shall solid or liquid waste be dumped, buried or burnt. - Contractors shall maintain a tidy, litter free environment always in their work area. - Contractors must keep on file: - The name of the contracting waste company - Waste disposal site used - Monthly reports on quantities – separated into general, hazardous and recycled - Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal - Copy of waste permit for disposal site 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, land owners and/or members of the public may institute against the Contractor.

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

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

Signed: _____ on this date: _____ (dd/mm/yyyy)
at: _____ (airport name).

ANNEX B**LOW SERVICE TABLE**

Service Requirement	Target	Low Damages
Yearly maintenance of all UPS Units	100%	10% of UPS yearly service cost
All repair work to be completed and job cards and Work Orders completed within agreed times	100%	10% of yearly service cost
Respond to call out within 48 hours	90%	10% of the combined annual call out costs
Resolution of the faults within 48 hours except where spares are not available due to employer failure to procure	95%	10% of resolution/repair cost for each day after 48 hours to the maximum of 30%
Submit report within a week after completion of each service	100%	10% of the respective service conducted
Completion of service or repair work	100%	10% of non -completed service or repair work cost
Response to communication from Service Manager as per contract terms and conditions	100%	10% of total contract equivalent monthly costs
Implementation of Service Manager instructions	100%	10% of total contract equivalent monthly costs
Nonresponse to 3 x Early Warnings of the same risk after 3 x risk meetings have been conducted	100%	Termination
Failure to retain of each of key personnel within 6 months of departure	100%	Termination

**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

**KING SHAKA INTERNATIONAL AIRPORT, CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT
AND KING PHALO AIRPORT**

PHYSICAL ADDRESS:

1 Canelands Street, King Shaka International Airport,

La Mercy

4407

Chief Dawid Stuurman International Airport, Allister Miller Drive, Aero Park Office Complex Block A, 1st Floor.

Walmer

6065

66 Settlers' way King Phalo Airport,

East London,

5201

Hereinafter referred to as "Client"

Name of organisation:

Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

1.2 MANDATORY’S MAIN SCOPE OF WORK

<i>To be completed by contractor</i>

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. “Mandatary” 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 Mandataries (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 Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

6. Mandataries who utilize the services of their own Mandataries (contractors) must conclude a similar Written Agreement with them.

7. Be advised that this Agreement places the onus on the Mandatary 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 Mandatary 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 Mandatary undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a 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, _____ (Name and Surname), a duly authorised
16.2

Appointee acting for and on behalf of _____
(Company Name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

SIGNATURE ON BEHALF OF THE CLIENT

AIRPORT COMPANY SOUTH AFRICA

DATE

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**ANNEX D****REPLACEMENT OF STAFF**

Staff removed for any reason whatsoever shall be immediately replaced.

Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace.

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

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

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 successful bidder is expected to sign the undertaking in this regard as attached. 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 Safety File for all works must be handed to ACSA safety department at least 10 days prior to doing any work.
- Hot works permit is obtainable from Safety Department – Prior arrangement must be made before execution of work.
- Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place at the airport.
- The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.
- Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA's SHE Representative, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.
- 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
 - Multi-Storey Office (MSO) Building

Any process in the above mentioned areas involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the 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.

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES**ANNEXURE A cont.**

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 fire detection and/or fire prevention system. Care must also be taken so as to prevent fire hazards.

The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer's representative. 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.

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 as approved by the ACSA IT department.