



NEC3 Term Service Contract

**Between Airports Company South Africa
(Registration no: 1993/004149/06)**

**and [Insert at award stage]
(Reg No. _____)**

**for MECHANICAL PUMP REPAIRS (AS AND WHEN REQUIRED)
FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AIRPORTS
COMPANY SOUTH AFRICA OR TAMBO INTERNATIONAL
AIRPORT.**

Contents:	No	of
		pages
Part C1 Agreements & Contract Data	1	
Part C2 Pricing Data	45	
Part C3 Scope of Work	54	
Part C4 Site Information	87	

CONTRACT No.

Part C1: Agreements & Contract Data

Contents:	No of pages
C1.1 Form of Offer and Acceptance	1
C1.2a Contract Data provided by the <i>Employer</i>	7
C1.2b Contract Data provided by the <i>Contractor</i>	43
Proforma Guarantees	26

C1.1 Forms of Offer and Acceptance

Offer

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

MECHANICAL PUMP REPAIRS (AS AND WHEN REQUIRED) FOR A PERIOD OF THIRTY-SIX (36) MONTHS AT AIRPORTS COMPANY SOUTH AFRICA OR TAMBO INTERNATIONAL AIRPORT.

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

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

The offered total of the Prices exclusive of VAT is	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

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

for the Contractor

Signature Date

Name Capacity

(Name and
address of
organisation)

Name and
signature
of witness signature

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

Unless the Bidder (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,
3rd Floor ACSA North Wing Offices
O R Tambo International Airport
Kempton Park
1627**

Name of
witness signature

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 Bidder 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 Bidder 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

Precedence in interpretation of the contract:

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

Firstly, the Contract Data (C1.2) and Conditions of Contract;

Secondly the Pricing data;

Thirdly, the Service information (C3) and Annexes thereto shall prevail;

Fourthly, the additional conditions of contract under these Z clauses

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

General Conditions of Contract

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

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list W1: Dispute resolution procedure X1: Price Adjustment for inflation
	and secondary Options:	X2: Changes in the law X17: Low service damages X18: Limitation of Liability (as amended in Option Z) X19: Task Order X20: Key performance indicators Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	O. R. Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	011 921 6911
10.1	The <i>Service Manager</i> is:	
	Address	
	Tel No.	
	e-mail	
11.2(2)	The <i>Affected Property</i> is	O. R. Tambo International Airport

11.2(13)	The <i>service</i> is	As and When Required Mechanical Pump Repairs, as more fully set out in section C3 Service Information.
11.2(14)	The following matters will be included in the Risk Register	1 Exchange rate fluctuations 2Refer to Annexure E for more risks
11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	8 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	Upon signing of the contract by ACSA
30.2	The <i>Service Period</i> is	Thirty-Six (36) months after signing of the contract by ACSA or when the amount in the Form of Offer has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is on the	between the 1st and 15th day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
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 conditions of contract.
7	Use of Equipment Plant and Materials	No data is required for this section of the conditions of contract.
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	1. Insurance against loss of or damage to the services, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and 2. Insurance (Public Liability Insurance) against liability for loss or damage to property (except the services, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the <i>contract</i> ("the Insurance Schedule").
83.1	The <i>Contractor</i> provides these additional insurances	Professional Indemnity Insurance Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the <i>contract</i>.
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and	Refer to section C1.5 Insurance Schedule

	Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	Refer to section C1.5 Insurance Schedule
9	Termination	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person selected from the panel of adjudicators listed in Annexure B of this Contract Data, by the party intending to refer a dispute to him.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Johannesburg Society of Advocates, or his successor or his nominee
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body
	The place where arbitration is to be held is	Johannesburg, South Africa
	The person or organization who will choose an arbitrator	The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body
12	Data for secondary Option	
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>. Price adjustment for inflation shall only take place on contract anniversary

X2	Changes in the law	No data is required for this secondary Option
X13	Performance bond	
X13.1	The amount of the performance bond is	Refer to section C1.4 Forms of Sureties
X17	Low service damages	As per the Service Information (C3) – Annex G section 6
X17.1	The <i>service level table</i> is in	The Service Information, Annex G
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	The 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 losses incurred and/or repairs to the damages caused 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: 1. Loss of or damage to the Employer's property, 2. Defects liability, 3. Insurance liability to the extent of the Contractor's risks 4. death of or injury to a person; infringement of an intellectual property right
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.
X19	Task Order	

X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order
X20	Key Performance Indicators	
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Three (3) months

Z	The <i>additional conditions of contract</i> are
----------	--

AMENDMENTS TO THE CORE CLAUSES

Z1 Interpretation of the law

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

Z2 Providing the Service: Delete core clause 20.1 and replace with the following:
Z2.1 The *Contractor* provides the *service* in accordance with the *Service* Information and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

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

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

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

Termination

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

Z4.2 Add to core clause 91.8: The Employer may terminate the Contract where the Contractor repeatedly fails to meet the repair turnaround times or where three repeat failures attributable to defective workmanship occur within a rolling six-month period, after the Contractor has been notified and given a reasonable opportunity to correct the default.

Z4.3 Add the following to the Termination Table: If the Employer terminates in terms of this clause 91.8, the procedures on termination are P1, P3 and P4 as stated in clause 92, and the amount due is A1 and A2 as stated in clause 93.

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

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

1. Firstly, the Contract Data (C1.2) and Conditions of Contract;
2. Secondly the Pricing data;
3. Thirdly, the Service information (C3) and Annexes thereto shall prevail;
4. Fourthly, the additional conditions of contract under these Z clauses
5. Lastly any schedules, drawings and other documents included with this agreement.

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

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

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

1. The *Employer* is entitled to deduct from or set off against any money due to the *Contractor*
1. any sum due to the *Employer* from the *Contractor* or
2. any amount for which the *Contractor* is liable to pay to the *Employer* (whether liquidated or otherwise) arising under this contract.

AMENDMENTS TO THE SECONDARY OPTION CLAUSES

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

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

Z7.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any subcontractor or any affiliate to the *Contractor*.

Z8. **Performance Bond: The following amendments are made to clause X13:**

Z8.1 **Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.

Z8.2 **Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security.

Z9 **Limitation of liability: Insert the following new clause as Option X18.6:**

Z9.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

- Z9.2** Notwithstanding any other clause in this contract, any proceeds received from any insurance or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

ADDITIONAL Z CLAUSES

Z10 Cession, delegation and assignment

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

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

Z11 Joint and several liability

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

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

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

Z12. Ethics

- Z12.1** The *Contractor* undertakes:

- Z12.1.2** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

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

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

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

Z13 Confidentiality

- Z13.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or

published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.

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

Z13.3 This undertaking shall not apply to –

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

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

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

Z13.4 The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z13.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14 *Employer's Step-in rights*

Z14.1 If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within two (2) weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end

Z15 *Liens and Encumbrances*

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

Z16 *Intellectual Property*

- Z16.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z16.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z16.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.
- Z16.4** 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.
- Z16.5** 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:
- Z16.5.1** the *Contractor's service*;
- Z16.5.2** the use of the *Contractor's* Equipment, or
- Z16.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z16.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17.** **Dispute resolution: The following amendments are made to Option W1:**
- Z17.1** **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter": "excluding disputes relating to termination of the contract".**
- Z17.2** **The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z17.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z17.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
- Z18** **Day:**
- Z18.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z19** **Safety:**

- Z19.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z19.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z19.2.1** As part of the contract, the *Contractor* acknowledges that it is an *Employer* in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z19.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.
- Z19.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The working areas are	See C3 'Service Information'
11.2(8)	The direct fee percentage is: The subcontracted fee percentage is:	1 0% 1 0%
24.1	The Contractor's Key people are:	CV's to be appended to Resource Proposal (Annex F)
1	WORKSHOP MANAGER	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	MECHANICAL FITTERS (MINIMUM TWO)	
	Name:	
	Qualifications relevant to this contract	
	Experience	
3	ELECTRIC MOTOR REWINDING TECHNICIAN	
	Name:	
	Qualifications relevant to this contract	

	Experience	
4	MACHINIST	
	Name:	
	Qualifications relevant to this contract	
	Experience	
5	QUALITY INSPECTOR	
	Name:	
	Qualifications relevant to this contract	
	Experience	
11.2	The following matters will be included in the Risk Register	1. 2. 3. 4. 5. 6.

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 Organization: AIRPORTS COMPANY SOUTH AFRICA O R Tambo INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa OR Tambo International Airport ACSA Building, 4th Floor

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

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 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. 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 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.
 1. Public Liability Insurance Cover as required by the Subcontract Agreement.
 2. 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 at all times 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 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 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 OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use 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,

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C1.4 Forms of Securities

No performance bond or parent company guarantee is required in this contract

Pro forma Performance Bond – Demand Guarantee (for use with Option X13) (to be reproduced exactly as shown below on the letterhead of the Bank providing the Bond / Guarantee)

Airports Company South Africa SOC Limited
Reg. No 1993/004149/30 VAT no 4930138393
O R Tambo International Airport
Private Bag X1
3rd Floor ACSA North Wing Offices
OR Tambo International Airport
1627

Bank reference No.

Date:

Dear Sirs,

Performance Bond – Demand Guarantee for [insert name of Contractor] required in terms of contract [insert Contractor's contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to the Service, entered into between the Employer and the Contractor on or about the [●] day of [●] 20[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	"Contractor" means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	"Employer" means	Airports Company South Africa SOC Limited, a company registered in accordance with the laws of the Republic of South Africa under Registration Number 1993/004149/30
1.6	"Expiry Date" means	the earlier of the date that the Bank receives a notice from the Employer stating that all amounts due from the Contractor as certified in terms of the contract have been received by the Employer and that the Contractor has fulfilled all his obligations under the Contract, or the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	"Service" means	As and When Required Mechanical Pump Repairs set out in the Section C3, Works Information

3. At the instance of the Contractor, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the Employer as security for the proper performance by the Contractor of all of its obligations in terms of and arising from the Contract and

hereby undertake to pay to the Employer, on written demand from the Employer received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

4. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 1. be signed on behalf of the Employer by a director of the Employer;
 2. state the amount claimed ("the Demand Amount");
 3. state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 1. is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
 2. is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
3. The Bank's obligations in terms of this Guarantee:
 1. shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 2. shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.
3. The Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract.
4. Should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Bank of such cession.
5. This Guarantee:
 1. shall expire on the Expiry Date until which time it is irrevocable;
 2. is, save as provided for in 4 above, personal to the Employer and is neither negotiable nor transferable;
 3. shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 4. shall be regarded as a liquid document for the purpose of obtaining a court order; and
 5. shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 6. will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
7. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp

INSURANCE CLAUSES FOR LANDSIDE CONSTRUCTION CONTRACTS WHERE THE AWARDED CONTRACT VALUE DOES NOT EXCEED R150 MILLION, AND THE CONSTRUCTION PERIOD DOES NOT EXCEED 36 MONTHS, AND THE DEFECTS LIABILITY PERIOD DOES NOT EXCEED 24 MONTHS

Each Party shall be responsible for effecting and maintaining the relevant insurances as specified below and to the extent relevant to the Contract.

1. Insurance Effected By The Employer (Principle Controlled Insurance (“PCI”))

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

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Section 1 Of The Policy – Contract Works

Contract Works Insurance for the full value of the Works to provide cover against accidental physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works all being the subject matter of this Contract including to the extent provided for in the policy whilst in transit or temporarily stored at any premises en route to or from the Site (other than where this is a continuation of Marine Transit) within the territorial limits of the policy.

This insurance may specifically exclude any cost necessary to replace or rectify any of the property insured, which is in a defective condition due to defect in design, plan specification, material or workmanship.

This insurance contains the following limitations and warranties;

Open Trench Limitation

In respect of loss or damage to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time to 2,500 meters.

Exposed Layer Works (applicable to works involving paving, roadways, bulk earthworks and runways and taxiways)

In respect of loss or damage to Exposed Layer Works relating to paving, roadways and runways (including taxiways) caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of Exposed Layer Works at any one time to 2,500 meters.

Section II of the Policy – Contractors Public Liability

Public Liability Insurance which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising from the execution of the Contract with a limit of indemnity of **R100,000,000** in respect of any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

Section III of the Policy – Removal Of Lateral Support Liability

Removal Of Lateral Support Liability which provides indemnity against legal liability in the event of accidental death of or injury to persons and/or loss of or damage to property (other than the Works the subject matter of this Contract) arising out of or in connection with shock or vibration or the removal or weakening of or interference with support to property in the vicinity of the Contract Site and arising out of or in connection with the Insured Contract (but not in respect of tunneling works) and occurring during the Period of Insurance.

The Limit of Indemnity being limited to R50,000,000 attributable to one source or original cause

b) **Contract Works SASRIA** – Providing physical loss of or damage to the Works, Temporary Works and materials intended for incorporation in the Works as covered by the underlying Contract Works policy as noted in (a) above due to perils as covered in terms of the SASRIA Contract Works wording as issued by SASRIA SOC.

The Contract Works SASRIA cover excludes consequential or indirect loss or damage of any kind or description whatsoever.

The SASRIA Contract Works policy is limited to **R500,000,000 (Incl. VAT)** in the aggregate during the policy period of insurance.

The Contract Works SASRIA policy wording can be obtained from the SASRIA website <http://www.sasria.co.za/> which notes the covers and policy exclusions.

c) **Design & Construct Professional Indemnity Insurance** which provides indemnity against legal liability to pay compensation as a result of any actual or alleged negligent act, error or omission in the performance of the Professional Duties of the insured and arising from the execution of this project. The limit of indemnity under this insurance shall be ***R25,000,000 in the aggregate during the annual policy period of insurance that ACSA effect such cover during the policy period from 1 April to 31 March during each policy period of insurance.**

*The limits of indemnity applies to all ACSA contracts as a whole and does not apply specifically to this contract. The aggregate limit could be exhausted by claims under other ACSA contracts and there is no guarantee that this insurance cover will provide sufficient cover to this specific contract should the aggregate limit be exhausted.

The Policy only covers the rectification of the works and excludes all consequential losses.

Professional Duties do not include:

- a) Labour and construction work which would normally be the responsibility of the building or engineering contractor.
- b) Supervision of the construction works usually undertaken by a building or engineering contractor.

1.2 The **Contractor** shall familiarise itself fully with the details of such insurance effected by the Employer. The Contractor shall comply to all the terms and conditions of the Employer arranged policies and the Contractor shall be deemed to be fully aware of all the conditions, limits, limitations, exclusions/exceptions and deductibles that are contained in the Employer arranged policies. Copies of the Employer arranged policies are obtainable on request from the Employer and if the Contractor is of the opinion that additional insurance is required, such shall be for the Contractors account.

1.3 The Employer shall pay the premium in connection with the insurances effected by the Employer. The Employer is entitled to all return premiums, dividends, discounts, or adjustments in connection with the insurances effected by the Employer.

1.4 The Contractor shall not include any premium charges for this insurance except to the extent, which he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the

Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

In the event that the Contractor purchases any insurances in addition to those indicated above, the premium and taxes, duties, etc. shall be borne entirely by the contractor.

1.5 Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

1.6 The Contractor and/or any other party who obtains indemnity under the policies effected under 1.1 shall become liable for the deductibles (first amount payable) which are applicable in respect of each and every occurrence or series of occurrences attributable to one source or cause giving rise to loss or damage or indemnifiable liability. The deductibles applicable to the policies effected under 1.1 are as follows:

a) Contract Works/Contractors Public Liability/ Removal Of Lateral Support Liability

Unless stated otherwise in the Policy Extensions the Deductibles shall be as follows which will apply in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage:

Section 1 Of The Policy – Contract Works

In respect of all loss or damage **R150,000** but increased to **R250,000** in respect of loss or damage arising out of or in connection with testing and commissioning.

Section 2 Of The Policy – Contractors Public Liability

R75,000 each and every claim in respect of Property Damage.

Section 3 Of The Policy – Removal Of Lateral Support Liability

R75,000 each and every claim.

b) Contract Works SASRIA

In respect of theft as a result of the SASRIA perils insured - **R25,000** each and every occurrence.

c) Design & Construct Professional Indemnity Insurance

a) In respect of contracts under R50 million at award – **R5,000,000**.

b) **In respect of contracts over R50 million at award – R10,000,000.**

1.7 In the event of any occurrence which is likely to give rise to a claim under the insurance arranged by the Employer, the Contractor shall:

a) In addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer and the Employer's Insurance Brokers by telephone, mobile phone or email giving the circumstances, nature and an estimate of the loss or damage or liability. The Contractor must also complete the Claim Advice Form (Appendix "A").

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site:

Airports Company South Africa:

Nokulunga Masiza

Tel: +27 (0)11 723 1400

M: +27 (0)79 512 0532

Nokulunga.Masiza@airports.co.za

Buhle Mnguni

D: +27 (0)11 723 1400

M: +27 (0)74 535 9075

Buhle.Mnguni@airports.co.za

b) Preserve damage and make it available for inspection by a representative of the Insurers.

c) Wherever possible, photographs of damage should be taken.

d) Inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted.

e) Advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

f) Give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;

g) On completion the Claims Advice Form, the form must be sent to the Employers Insurance Brokers for further action (the original may be emailed to the Employers Insurance Broker). (Please do not remove the Claims Advice Form out of this document. Rather photocopy the form and send the copy to the Employers Insurance Brokers).

h) The Employer and the employers Insurance brokers / Insurers or their appointed loss adjusters shall have the right to make all and any enquiry's on the Site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in carrying out such enquiry's.

i) The Contractor, Project Managers and Consultants must allow free access to Insurers' assessors for the purpose of investigating and assessing the loss or damage.

j) The Contractor must not proceed with the making good any off the loss without the prior authorisation of the Insurers.

k) The Contractor must keep separate records of the costs involved in making good any loss or damage and these records should be available at all times for inspection by Insurers. Such records should include inter alia the entire cost of labour, materials, transport and equipment.

l) Where required by the Employer, negotiate the settlement of claims with the Insurer or their appointed loss adjusters through the Employer's Insurance Brokers and shall obtain the Employer's approval of such settlement.

m) Once the amount of a claim is agreed by the Insurers and the Contractor, an "Agreement of Loss" form must be signed by the Contractor and if required this shall be counter signed by the Employer or the Project Managers.

n) The proceeds of such claim will, if required by the Employer, be paid net of any Deductible applicable under the policy by the Insurers to the Employer who on receipt thereof will arrange for payment to be made in terms of the Conditions of Contract. In the event that it is agreed by the Employer that such claims payment be made directly to the Contractor, the Contractor shall arrange for the Employer to endorse the "Agreement of Loss" to this effect.

1. Insurance Effected by the Contractor.

In addition to Clause 1.1 in respect of the insurances effected by the Employer the following Insurances to be effected by the Contractor:

2.1 Without limiting the Contractor's obligations, responsibilities and liabilities, the Contractor and Sub-contractor shall maintain at the Contractor's and Subcontractor's expense and where applicable provide as a minimum the following insurances:

a) **Insurance of Construction Plant and Equipment** (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

b) Contractor's Common Law Liability/ Worker's Compensation Insurance

The Contractor shall take out and maintain employer's liability insurance with a limit of indemnity of not less than **R20,000,000** and/or workmen's compensation insurance covering personal injury to or death of the employees of the Contractor engaged in connection with the Works to the minimum value required by applicable law.

The Contractor shall procure that its Subcontractors take out and maintain similar insurance in respect of its Subcontractor's personnel performing the Works.

In the event that a claim is made against the Employer in connection with such insurance, the Contractor shall indemnify and hold harmless the Employer against any such claim.

The Employer shall be named as additional insured and a waiver of subrogation shall be provided to the Employer.

c) **Motor Vehicle Liability Insurance** comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity with a limit of indemnity of not less than **R5 000 000** for all owned, non-owned, leased and hired vehicles.

d) **Insurance For Buy-Down Cover Of Employer's Deductibles**

Should the Contractor believe that the Employer effected Contract Works, Public Liability and Design & Construct Professional Indemnity deductibles as noted in Clause 1.1(a) and (c) be considered to be unacceptable to the Contractor, then the Contractor must obtain Buy Down cover for these deductibles to a deductible considered by the Contractor as being acceptable in respect of the works being undertaken.

e) Where the Contract involves manufacturing and/or fabrication of the Works or parts thereof at premises other than at the Contract Site the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such Works during manufacture or fabrication then such interest shall be noted by endorsement to the relevant Policies of Insurance.

Such insurance shall name Employer as an additional insured, and shall be primary to any insurance maintained by the Employer.

f) **Public Liability** insurances in excess of the Employers Public Liability insurances as stated under clause 1.1(a).

g) **Contractor's Professional Indemnity Insurance** in excess of the Employers Design & Construct Professional Indemnity insurances as stated under clause 1.1(c) and if applicable to cover the deductible that applies to the Employer effected insurance.

h) **Marine Cargo Insurance (If Applicable)**

Cover: Imports of cargo, equipment, goods, plant, machinery and materials ("**Insured Property**") to the site where the Permanent Works will be constructed.

Sum Insured: Not less than the value of the largest single cargo shipment, conveyance or the value in storage, whichever is the greater (CIF plus 10%).

Marine / Air Cargo Insurance covering the Insured Property against all risks of physical loss or damage while in transit by land, sea or air from country of origin anywhere in the world to the site where the Permanent Works

will be constructed including loading, or vice versa, from the commencement of the time the insured items are loaded prior leaving the warehouse or factory for shipment to the said site.

The insured parties are the Employer, the Contractor and its Subcontractors, and all their personnel involved in the execution of any Works on the construction site.

j) Miscellaneous Insurance

Other insurance as is customary, desirable or necessary to comply with applicable Laws in the Country.

2.2 The insurances to be provided by the Contractor and his Sub-contractor shall be effected with Insurers and on terms approved by the Employer (which approval shall not be unreasonably withheld) and shall be maintained in force for the duration required (including any period of maintenance/defects liability period). The Contractor shall within twenty eight (28) days of commencement of the contract produce to the Employer the relevant Policy or Policies of Insurance.

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

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

2.4 Sub-Contractors.

The Contractor shall:

- a) ensure that all potential and appointed Sub-contractors are aware of the whole contents of these Insurance Clauses, and
- b) enforce the compliance by sub contract agreement between the Contractor and Sub-Contractor and where applicable that the Sub Contractor effect similar insurance relating to the insurances required to be effected by the Contractor under Clause 2 (Contractor effected insurances).

APPENDIX A

CONTRACTORS CLAIMS ADVICE FORM - FOR ACSA INSURED CONTRACTS UNDER THE ANNUAL POLICY

Send to : Airports Company South Africa

E-Mail The Following People :

Nokulunga.Masiza@airports.co.za

Buhle.Mnguni@airports.co.za

*

.....

.....

.....

.....

.....

1. (Please provide name of contracting company, site address, telephone numbers and e-mail address).

RE: ACSA CONTRACTORS: CAR/PL/PI: CLAIM

Date of loss: _____

Reported to site agent by: _____ Date: _____

Reported to Insurance Broker by: _____ Date: _____

Locality of Incident _____

How did the loss occur (cause)? _____

Details and nature of loss or damage to Contract Works _____

Details of other property damaged _____

Names and address of witnesses _____

Estimated cost of repairs (Separate records of all costs must be kept) R_____

Person whom assessor should contact _____

Telephone/Mobile Numbers Of Contact Person _____

Email Address of Contact Person _____

The conditions of contract

How work is priced and assessed for payment

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

Identified and defined terms	11	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the Contractor's plan

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

Preparing the *price list*

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

1. As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.
2. If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.
3. There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.
4. Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.
5. The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

C2.2 Price List

The Employer has provided a fixed schedule of contractual rates and a representative annual repair basket to ensure that all tenderers are evaluated on the same basis. The representative quantities are used only for tender evaluation and budgeting and do not guarantee any volume of work. Contract payment is based on completed Task Orders, the tendered rates and approved net-cost supporting documents.

ACSA reserves the right to vary all the activities according to the rates given in this contract.

Part 1 - Schedule of contractual rates

Rate ID	Activity description	Unit	Tenderer rate (excl. VAT)
R01	Strip, clean and inspect a submersible pump, including inspection report and repair quotation	Pump	
R02	Strip, clean and inspect a horizontal centrifugal pump, including inspection report and repair quotation	Pump	
R03	Mechanical fitter	Hour	
R04	Electric motor rewinding technician	Hour	
R05	Machinist	Hour	
R06	Artisan assistant	Hour	
R07	Dynamic balancing of rotating assembly	Each	
R08	Hydraulic performance testing	Pump	
R09	Electrical testing and certification	Pump	
R10	Complete electric motor rewind - up to and including 4.0 kW	Each	
R11	Complete electric motor rewind - greater than 4.0 kW up to and including 7.5 kW	Each	
R12	Complete electric motor rewind - greater than 7.5 kW up to and including 11.0 kW	Each	

All mandatory rates must be completed. An omitted mandatory rate renders the pricing submission incomplete. Rates exclude VAT and include workshop overheads, supervision, standard consumables, quality control, administration and profit.

Tendered rates include all tools, workshop equipment, software, standard consumables, inspection, reporting, testing and certification required for the corresponding activity, unless a replacement component or third-party service is expressly approved under the provisional sums.

The minimum workshop resources are prescribed below. The Contractor remains responsible for maintaining sufficient competent resources to achieve the required turnaround times and quality standards.

****Low service damages will be applicable as per the Low **service damages table in this contract**

Representative evaluation basket and mark-up

Work not covered by a listed rate may proceed only through an approved Task Order and accepted quotation. No additional or non-scheduled charge is payable without prior written approval by the Service Manager.

Part 2 - Representative annual evaluation basket

The fixed quantities below apply equally to every tenderer for price evaluation. They are not guaranteed quantities and are not used as the payment basis.

All rates exclude VAT and include normal workshop overheads, supervision, standard consumables, quality control, administration and profit.

Labour rates include all employment costs, insurance, leave, supervision, tools and normal workshop overheads.

No labour or transport time is payable for travel. Pumps are transported by ACSA or the ACSA-appointed maintenance contractor.

No separate call-out fee is evaluated or payable.

1. REPRESENTATIVE ANNUAL EVALUATION QUANTITIES

Rate ID	Description	Representative annual quantity	Tendered rate (excl. VAT)	Annual evaluated amount
R01	Submersible pump inspection	16		
R02	Horizontal centrifugal pump inspection	1		
R03	Mechanical fitter	141		
R04	Motor rewinding technician	40		
R05	Machinist	42		
R06	Artisan assistant	83		
R07	Dynamic balancing	17		
R08	Hydraulic testing	17		
R09	Electrical testing and certification	17		
R10	Motor rewind ≤4.0 kW	2		
R11	Motor rewind >4.0-7.5 kW	1		
R12	Motor rewind >7.5-11.0 kW	2		
Sub-total A - annual inspection, labour and workshop services				R

Detail requirements regarding staff

The Contractor continuously ensures that all staff are suitable, competent and experienced in workshop repair, refurbishment, rewinding, machining, testing and certification of the listed submersible and centrifugal pumps.

Note the following minimum below:

WORKSHOP MANAGER

1. Responsible for workshop control, repair reports, quality records, test certificates, warranty certificates and safe execution of the service.
2. Must have relevant experience in the repair and refurbishment of submersible and centrifugal pumps.

WORKSHOP TECHNICAL RESOURCES

3. All fitters, rewinding technicians, machinists, assistants and quality inspectors must be trained and competent for their assigned work.
4. Resources must have relevant workshop experience supported by qualifications, trade

certificates and CVs.

Note the following minimum below as per standardised Mechanical resources per infrastructure:

Resource	Minimum qualification / competency	Minimum experience
Workshop Manager	Relevant mechanical trade or engineering qualification; OHS training	Three years in pump repair workshop management and supervision
Mechanical Fitters (2)	SAQA-accredited trade test as Fitter or Millwright	Three years repairing submersible and centrifugal pumps
Electric Motor Rewinding Technician	Relevant electrical trade or recognised motor-rewinding qualification	Three years rewinding and testing motors up to 11 kW
Machinist	Recognised machinist or turner trade qualification	Three years machining pump shafts, sleeves and related components
Quality Inspector	Relevant mechanical/electrical qualification and quality-control competence	Three years inspecting and certifying repaired rotating equipment

5. CALL-OUT AND TRANSPORT PRICING

NOTE:

1. There is no separate call-out or transport charge. The tendered rates include the costs stated in the pricing assumptions.
2. Pumps are transported by ACSA or its appointed maintenance contractor.
3. No call-out charge is payable during or outside normal working hours.
4. The Contractor is paid only for approved Task Orders and completed work assessed using the contractual rates and accepted quotations.

Included cost treatment

Cost element	Evaluation treatment	Tendered amount	Payment treatment
Call-out and transport	Not separately evaluated	R0.00	Included in the tendered rates. Pumps are transported by ACSA or its appointed maintenance contractor.

Part 3 - Provisional sums and mark-up

Replacement components and third-party services are reimbursed at approved net cost, excluding VAT and after all discounts, plus the tendered mark-up applicable to the total approved quotation.

Annual provisional sums

Description	Annual provisional sum excluding VAT
Sub-total B - replacement components	R500 000.00
Sub-total C - third-party services	R50 000.00

Mark-up (third party procured items/services)

Value of approved item or service	Tendered mark-up (Y)	Evaluation amount (Z)	Evaluated mark-up (Z x Y)
R0 - R2 000	%	R2 000.00	
R2 001 - R5 000	%	R5 000.00	
R5 001 - R10 000	%	R10 000.00	
R10 001 - R50 000	%	R50 000.00	
Sub-total D - evaluated third-party mark-up			R

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

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

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

Spares and sub – contractors work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Contract value

Below, the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for

illustrative purposes only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

As and When Required Mechanical Pump Repairs at O.R. Tambo International Airport for a period of 12 months

Description	Total excluding VAT
Sub-total A - annual inspection, labour and workshop services	R
Sub-total B - replacement components provisional sum	R500 000.00
Sub-total C - third-party services provisional sum	R50 000.00
Sub-total D - evaluated third-party mark-up	R
Sub-total E - evaluated tender price for Year 1	R

As and When Required Mechanical Pump Repairs Total Contract Expenditure for period of 36 months:

Description	Total excluding VAT
Sub-total E - Year 1 evaluated tender price	R
Sub-total F - Year 2 evaluated tender price (Year 1 x 1.06)	R
Sub-total G - Year 3 evaluated tender price (Year 2 x 1.06)	R
Total H - evaluated tender price for 36 months	R

Note:

****Annual escalation shall be calculated upon each contract anniversary using the annual average monthly CPI for the previous contract year from StatsSA.***

****For illustrative purposes, an annual escalation of 6% may be used to calculate the value for Sub-total F above.***

*****TOTAL H (the evaluated tender price for 36 months) must be carried to the Form of Offer and Acceptance. The ACSA Pump Repair Tender Evaluation Workbook forms part of the pricing submission and must be completed without altering Employer assumptions or formulas.***

The values in this table/contract are not guaranteed, payment will be done as per approved work/activity done and assessments in this contract.

C3 Service Information

1. Description of the Works

1.1 Overview

The Employer requires the services of a suitably qualified and experienced pump repair contractor to undertake the as and when required workshop repairs, refurbishment, testing and certification of submersible and centrifugal pumps for a period of thirty-six (36) months.

The Contract is intended to provide a structured and standardised mechanism for the repair of pumps removed from service by the Employer or the Employer's appointed maintenance contractor.

The Contractor shall carry out all repair activities at its own workshop facilities.

The Employer shall determine, at its sole discretion, which pumps are to be repaired under this Contract.

The Contract does not guarantee any minimum quantity of work.

1.2 Objective

The objective of this Contract is to:

- 1.2.1 Restore pumps to their original operating condition;
- 1.2.2 Maximise pump reliability and service life;
- 1.2.3 Ensure repairs are undertaken using recognised industry practices;
- 1.2.4 Ensure repaired pumps comply with applicable oem requirements;
- 1.2.5 Provide consistent repair quality;
- 1.2.6 Provide traceable repair records; and
- 1.2.7 Ensure all repaired pumps are tested before return to service.

1.3 Pump Types

This Contract includes only:

- 1.3.1 Submersible Pumps
- 1.3.2 Clean water pumps
- 1.3.3 Sewerage pumps
- 1.3.4 Horizontal Centrifugal Pumps
- 1.3.5 Clean water pumps



1.3.6 Sewerage pumps

The approximate inventory is provided in Appendix A – Pump Asset Register.

Appendix A is provided for information and tender evaluation purposes only and does not constitute a guarantee of future work.

1.4 Contract Strategy

The Contract is based on the following principles:

- 1.4.1 Pumps are removed by the Employer or the Employer's appointed maintenance contractor.
- 1.4.2 Pumps are transported by the Employer or the Employer's appointed maintenance contractor to the Contractor's workshop.
- 1.4.3 The Contractor inspects each pump.
- 1.4.4 The Contractor prepares a Strip-down Inspection Report.
- 1.4.5 The Employer authorises the refurbishment package.
- 1.4.6 Replacement components are supplied only after Employer approval.
- 1.4.7 Repaired pumps are tested.
- 1.4.8 Pumps are certified.
- 1.4.9 Pumps are collected by the Employer or the Employer's appointed maintenance contractor.

2. Scope of Services

The Contractor shall provide all labour, supervision, workshop facilities, tools, lifting equipment, measuring equipment, testing equipment, consumables and quality management necessary to undertake workshop repairs.

The Contractor shall:

- 2.1.1 Receive pumps delivered by the Employer;
- 2.1.2 Inspect and assess pump condition;
- 2.1.3 Dismantle pumps;
- 2.1.4 Clean all components;
- 2.1.5 Identify defective components;
- 2.1.6 Prepare inspection reports;
- 2.1.7 Undertake approved refurbishment activities;
- 2.1.8 Replace approved components;
- 2.1.9 Rewind motors where authorised;
- 2.1.10 Undertake hydraulic testing;



- 2.1.11 Undertake electrical testing;
- 2.1.12 Certify repaired pumps;
- 2.1.13 Prepare repair reports; and
- 2.1.14 Prepare warranty documentation.

3. Representative Refurbishment Packages

For tender evaluation purposes, the Employer has established representative refurbishment packages for each category of pump listed in Appendix A.

The refurbishment packages are detailed in Appendix B – Representative Refurbishment Packages.

The packages define the typical labour activities required to refurbish each category of pump.

Tenderers shall price these packages in the Schedule of Rates.

Replacement components are excluded from the package rates and shall be reimbursed separately in accordance with the Replacement Components Mark-up Schedule.

4. Workshop Activities

The Contractor shall undertake all activities necessary to complete the refurbishment package including, where applicable:

4.1 Mechanical

- 4.1.1 Incoming inspection.
- 4.1.2 Strip-down.
- 4.1.3 Cleaning.
- 4.1.4 Degreasing.
- 4.1.5 Abrasive cleaning.
- 4.1.6 Bearing replacement.
- 4.1.7 Mechanical seal replacement.
- 4.1.8 Oil seal replacement.
- 4.1.9 O-ring replacement.
- 4.1.10 Shaft inspection.
- 4.1.11 Shaft polishing.
- 4.1.12 Shaft run-out measurement.
- 4.1.13 Bearing housing inspection.
- 4.1.14 Bearing housing repair.
- 4.1.15 Thread repair.
- 4.1.16 Keyway repair.



- 4.1.17 Rotor balancing.
- 4.1.18 Rotor and impeller balancing.
- 4.1.19 Impeller clearance adjustment.
- 4.1.20 Mechanical assembly.
- 4.1.21 Painting.
- 4.1.22 Corrosion protection.
- 4.1.23 Final inspection.

4.2 Electrical

Where applicable:

- 4.2.1 Insulation resistance test.
- 4.2.2 Winding resistance test.
- 4.2.3 Surge comparison test.
- 4.2.4 High-voltage (Hi-Pot) test.
- 4.2.5 Rotor growler test.
- 4.2.6 Phase balance verification.
- 4.2.7 No-load current test.
- 4.2.8 Motor rewinding.
- 4.2.9 Cable replacement.
- 4.2.10 Cable gland replacement.
- 4.2.11 Cable boot replacement.
- 4.2.12 Cable sealing.
- 4.2.13 Thermal sensor replacement.
- 4.2.14 PTC sensor replacement.
- 4.2.15 Electrical assembly.

4.3 Hydraulic

- 4.3.1 Hydrostatic pressure test.
- 4.3.2 Hydraulic performance test.
- 4.3.3 Flow verification.
- 4.3.4 Pressure verification.
- 4.3.5 Power consumption verification.
- 4.3.6 Operational testing.
- 4.3.7 Verification of pump performance.

5. Replacement Components

Replacement components shall only be supplied following written approval by the Employer.



Typical components include:

5.1 Mechanical

- 5.1.1 Bearings
- 5.1.2 Mechanical seals
- 5.1.3 Oil seals
- 5.1.4 Lip seals
- 5.1.5 O-rings
- 5.1.6 Gaskets
- 5.1.7 Impellers
- 5.1.8 Wear rings
- 5.1.9 Wear plates
- 5.1.10 Diffusers
- 5.1.11 Suction covers
- 5.1.12 Shaft sleeves
- 5.1.13 Rotor shafts
- 5.1.14 Keys
- 5.1.15 Fasteners
- 5.1.16 Cutter assemblies
- 5.1.17 Grinder blades

5.2 Electrical

- 5.2.1 Rotor assemblies
- 5.2.2 Stator assemblies
- 5.2.3 Power cables
- 5.2.4 Cable glands
- 5.2.5 Cable boots
- 5.2.6 Cable entry seals
- 5.2.7 Terminal blocks
- 5.2.8 Thermal sensors
- 5.2.9 PTC sensors

5.3 Consumables

- 5.3.1 Seal chamber oil
- 5.3.2 Grease
- 5.3.3 Epoxy coating materials
- 5.3.4 Paint



5.3.5 Cleaning chemicals

5.3.6 Workshop consumables

Replacement components shall be reimbursed at the supplier's invoiced cost plus the tendered mark-up percentage.

6. Testing and Certification

Every repaired pump shall undergo, where applicable:

- 6.1.1 Insulation resistance testing;
- 6.1.2 Winding resistance testing;
- 6.1.3 Surge testing;
- 6.1.4 Rotor testing;
- 6.1.5 Dynamic balancing;
- 6.1.6 Hydraulic performance testing;
- 6.1.7 Pressure testing; and
- 6.1.8 Operational testing.

The Contractor shall issue:

- 6.1.9 Test Certificate;
- 6.1.10 Repair Report;
- 6.1.11 Failure Analysis Report;
- 6.1.12 Warranty Certificate;
- 6.1.13 Hydraulic Performance Test Report;
- 6.1.14 Electrical Test Report; and
- 6.1.15 List of Replacement Components.

7. Transportation

Transportation of pumps between Employer facilities and the Contractor's workshop shall be undertaken by the Employer or the Employer's appointed maintenance contractor.

The Contractor shall be responsible only for loading and unloading pumps at its workshop.

8. Pricing Philosophy

The Schedule of Rates has been structured to provide a fair comparison of tenders.

Tenderers shall only complete:

- 8.1.1 Representative Refurbishment Package rates.
- 8.1.2 Motor rewind rates.
- 8.1.3 Replacement Components Mark-up.



8.1.4 Third-party Services Mark-up.

The Employer has developed:

8.1.5 Appendix A – Pump Asset Register;

8.1.6 Appendix B – Representative Refurbishment Packages; and

8.1.7 Appendix C – Representative Annual Workload.

These appendices form the basis of tender evaluation only and do not represent guaranteed quantities of work.

9. Contract Exclusions

The following are excluded from this Contract:

- 9.1.1 Pump removal.
- 9.1.2 Pump installation.
- 9.1.3 Transportation.
- 9.1.4 Pipework repairs.
- 9.1.5 Pipe fabrication.
- 9.1.6 Structural fabrication.
- 9.1.7 Civil works.
- 9.1.8 Mechanical installation.
- 9.1.9 Electrical installation.
- 9.1.10 Laser alignment.
- 9.1.11 Temporary pumping.
- 9.1.12 Variable Speed Drive programming.
- 9.1.13 Site commissioning.
- 9.1.14 Coupling replacement.
- 9.1.15 Emergency breakdown services.

10. Deliverables

For every repaired pump, the Contractor shall submit:

- 10.1.1 Incoming Inspection Report.
- 10.1.2 Strip-down Report.
- 10.1.3 Failure Analysis Report.
- 10.1.4 Repair Method Statement (where required).
- 10.1.5 List of Replacement Components.
- 10.1.6 Electrical Test Report.
- 10.1.7 Rotor Balance Report.
- 10.1.8 Hydraulic Performance Test Report.



- 10.1.9 Final Inspection Report.
- 10.1.10 Repair Completion Report.
- 10.1.11 Test Certificate.
- 10.1.12 Warranty Certificate.
- 10.1.13 Before-and-after photographs.

**ANNEXES to C3 (Service information)**

Title	Annex number	Applicable or N/A
Pump Asset Register	Annex A	Applicable
Site information	Annex B	Applicable
Key Performance Indicators	Annex C	Applicable

ANNEX A**Appendix A – Pump Asset Register****1. Purpose**

This appendix identifies the categories of pumps covered by this Contract.

The register is provided to indicate the types, approximate quantities and motor ratings of pumps currently installed within the Employer's facilities. It is intended to assist Tenderers in preparing their submissions.

The information contained in this appendix is indicative only and does not constitute a guarantee of the quantity or value of work to be instructed during the Contract period.

The Employer reserves the right to:

1. Add new pumps.
2. Replace existing pumps.
3. Remove obsolete pumps.
4. Install pumps of similar type and capacity during the Contract period without requiring an amendment to this Scope of Work.

Only the equipment listed in this appendix is covered by this Contract.

2. Pump Types Covered

The Contract covers the workshop repair, refurbishment, testing and certification of:

1. Submersible sewerage pumps.
2. Submersible clean water pumps.
3. Horizontal centrifugal sewerage pumps.

3. Pump Asset Register

Item	Pump Type	Application	Motor Rating (kW)	Approximate Quantity
1	Submersible Pump	Sewerage	2.0	3
2	Submersible Pump	Sewerage	3.2	2
3	Submersible Pump	Sewerage	3.5	6
4	Submersible Pump	Sewerage	4.0	5
5	Submersible Pump	Sewerage	7.5	3
6	Submersible Pump	Sewerage	11.0	7
7	Submersible Pump	Clean Water	5.5	1
8	Horizontal Centrifugal Pump	Sewerage	11.0	1

Notes:

- 3.1.1 The quantities above are based on the current asset register and are approximate.
- 3.1.2 The asset register contains a small number of incomplete records (for example, pumps with no motor rating recorded). These have not been included in the summary above.
- 3.1.3 The Employer may add, replace or remove pumps of the same type and similar capacity during the Contract period without amending this Scope of Work.



ANNEX B

Annexure B – Site Information

ANNEX C**Annexure C – Key Performance Indicators****1. Performance Objectives**

The objective of this Contract is to ensure that pumps listed in Appendix A – Pump Asset Register are repaired, refurbished, tested and returned to the Employer within the agreed turnaround periods and in a condition suitable for reliable operation.

The Contractor shall provide a fully equipped workshop capable of undertaking complete mechanical and electrical refurbishment of the pumps covered by this Contract.

The Contractor shall ensure that all repairs are performed in accordance with:

1. OEM recommendations.
2. Applicable SANS and IEC standards.
3. Recognised engineering practices.
4. The Employer's quality requirements.

2. Workshop Resources

The Contractor shall maintain sufficient workshop resources throughout the Contract period to perform the services required under this Contract.

The Contractor shall maintain, at a minimum:

Resource	Minimum Requirement
Workshop Manager	1
Mechanical Fitter	2
Electric Motor Rewinding Technician	1
Machinist	1
Quality Inspector	1

Additional resources shall be made available where necessary to ensure compliance with the turnaround times specified in this Contract.

3. Service Levels

The following service levels shall apply.

Item	Benchmark
Initial inspection report	Within 2 working days after receipt of the pump
Repair quotation	Within 5 working days after receipt of the pump
Minor repairs	Completed within 10 working days after written approval
Major repairs including motor rewinding	Completed within 20 working days after written approval
Emergency repairs specifically instructed by the Employer	As agreed with the Service Manager

Workshop testing	100% of repaired pumps
Test certificates submitted	100%
Warranty certificates submitted	100%
Repair documentation submitted	100%

The above periods may only be extended where approved in writing by the Service Manager.

4. Quality Requirements

Every repaired pump shall undergo complete workshop testing before being returned to the Employer. Testing shall include, where applicable:

1. Insulation resistance testing.
2. Winding resistance testing.
3. Earth continuity testing.
4. No-load testing.
5. Hydraulic performance testing.
6. Vibration testing.
7. Bearing temperature measurements.
8. Leak testing.
9. Operational testing.

No repaired pump shall be returned to the Employer without successfully completing the required testing.

5. Documentation

The Contractor shall submit the following documentation for every repaired pump:

1. Inspection report.
2. Strip report.
3. Photographic record before repair.
4. Failure analysis report.
5. Repair quotation.
6. List of replacement components.
7. Electrical test report.
8. Hydraulic performance report.
9. Workshop test certificate.
10. Quality inspection report.
11. Warranty certificate.

Failure to submit the required documentation shall render the repair incomplete.

6. Warranty

The Contractor shall warrant all repairs against defects in workmanship and materials.

Item	Minimum Warranty Period
Mechanical repairs	12 months
Motor rewinding	12 months

Replacement components	Manufacturer's warranty or 12 months, whichever is longer
------------------------	---

Where a repaired pump fails due to defective workmanship or defective replacement components during the warranty period, the Contractor shall repair the pump at no additional cost to the Employer.

7. Performance Reviews

The Contractor's performance shall be reviewed monthly.

Performance reviews shall consider:

1. Turnaround time.
2. Quality of repairs.
3. Repeat failures.
4. Compliance with documentation requirements.
5. Warranty claims.
6. Quality of workmanship.
7. Compliance with health and safety requirements.

The Employer reserves the right to audit the Contractor's workshop and quality management system during the Contract period.

8. Low Service Damages

The Service Manager shall notify the Contractor in writing of any Low Service Damages.

The following Low Service Damages shall apply where the Contractor fails to meet the requirements of this Contract.

Item	Low Service Damages
Failure to submit inspection report within 2 working days	R2 000 per occurrence
Failure to submit repair quotation within the required period	R2 000 per occurrence
Failure to complete repairs within the agreed turnaround period	R5 000 per pump per week
Failure to submit complete repair documentation	R2 000 per occurrence
Failure to provide workshop test certificate	R5 000 per occurrence
Failure to provide warranty certificate	R2 000 per occurrence
Repeat failure of the same pump within the warranty period attributable to defective workmanship	Full cost of re-repair plus R5 000
Failure to comply with Occupational Health and Safety legislation	R5 000 per occurrence
Serious breach of the Occupational Health and Safety Act	May result in termination of the Contract

9. Workshop Audits

The Employer may conduct periodic audits of the Contractor's:

1. Workshop facilities.
2. Calibration records.
3. Testing equipment.
4. Quality management system.



5. Repair records.
6. Material traceability records.
7. Staff competency records.

10. Repair Records

The Contractor shall maintain a complete repair history for every pump received.

Each repair file shall include:

1. Inspection report.
2. Repair quotation.
3. Photographs.
4. Parts replaced.
5. Machining records.
6. Motor rewinding records where applicable.
7. Test certificates.
8. Quality inspection records.
9. Warranty certificate.

All repair records shall remain the property of the Employer and shall be handed over upon request or at completion of the Contract.



Site information

The services are situated on the airside of O. R. Tambo International Airport.

General Site Conditions

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 60%
Wind	28m/s
Height above Sea Level	1,680 m
Slope (Existing/Modified)	Level
Seismic	N/A

