

THE MAINTENANCE OF PAVEMENT ON BOTH THE LANDSIDE AND AIRSIDE (AERODROME) FOR A PERIOD OF 60 MONTHS AT O.R. TAMBO INTERNATIONAL AIRPORT



## AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

**Project Reference: ORTIA8016/2025/RFP**

**TITLE OF PROJECT: THE MAINTENANCE OF PAVEMENT FOR LANDSIDE  
AND AIRSIDE (AERODROME) FOR A PERIOD OF 60 MONTHS AT O.R.  
TAMBO INTERNATIONAL AIRPORT**

### NEC 3: TERM SERVICE CONTRACT (TSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable to O.R TAMBO INTERNATIONAL AIRPORT**

(Registration Number : 1993/004149/30)

And .....  
.....

(Registration Number : ..... )

for **BID REQUEST FOR THE MAINTENANCE OF PAVEMENT ON BOTH  
THE LANDSIDE AND AIRSIDE (AERODROME) FOR A PERIOD OF 60  
MONTHS AT O.R. TAMBO INTERNATIONAL AIRPORT**

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## PART C1: AGREEMENTS AND CONTRACT DATA

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PART C4: SITE INFORMATION

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**Contents:**

C4 Site Information

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## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.2 Form of Offer and Acceptance

#### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of the maintenance of pavement for landside and airside (aerodrome) for a period of 60 months at O.R. Tambo International Airport

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

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

#### THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) .....  
..... Rand;

R.....(in figures)

#### THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

For the Bidder: \_\_\_\_\_

*(Insert name and address of organisation)*

Name & signature \_\_\_\_\_  
of witness \_\_\_\_\_

Date: \_\_\_\_\_

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 including the Schedule of Deviations (if any) to the tenderer before the end of the agreed period of validity, or other period as agreed, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

**for the  
Employer**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## 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 tenderer 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

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

Signature(s)

.....

Name(s)

.....

Capacity

.....

**for the  
Employer**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## C1.3 TSC3 Contract Data

### C1.3a Data Provided by the *Employer*

Completion of this data in full, according to the Options chosen, is essential to create a complete contract.

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A:</b> <b>Priced contract with price list</b>
		<b>C:</b> <b>Target contract with price list</b>
		<b>E:</b> <b>Cost reimbursable contract</b>
	dispute resolution Option and secondary Options	<b>W1:</b> <b>Dispute resolution procedure</b>
		<b>X1:</b> <b>Price adjustment for inflation</b>
		<b>X4:</b> <b>Parent company guarantee</b>
		<b>X13:</b> <b>Performance Bond</b>
		<b>X17:</b> <b>Low service damages</b>
		<b>X18:</b> <b>Limitation of liability</b>
		<b>X19:</b> <b>Task Order</b>
		<b>X20:</b> <b>Key performance indicators</b>
		<b>Z:</b> <b>Additional conditions of contract</b>
10.1	of the NEC3 Term Service Contract (April 2013) <sup>1</sup>	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited</b> <b>Reg. No 1993/004149/30</b> <b>VAT No 4930138393</b>
	Address	<b>Western Precinct, Aviation Park</b> <b>O. R. Tambo International Airport</b> <b>1 Jones Road</b> <b>Kempton Park</b> <b>1632</b> <b>Gauteng</b> <b>South Africa</b>

Confidential

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

10.1	The <i>Service Manager</i> is (name):	<b>To be confirmed upon award</b>
	Address	
	Tel	
	Fax	
	e-mail	
11.2(2)	The Affected Property is	<b>O.R. Tambo International Airport (ORTIA)</b>
11.2(13)	The service is	<b>THE MAINTENANCE OF PAVEMENT FOR LANDSIDE AND AIRSIDE (AERODROME) AT O.R. TAMBO INTERNATIONAL AIRPORT LISTED IN THE AFFECTED PROPERTY AS SET OUT IN PART C3 SERVICE INFORMATION.</b>
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>- <b>Access to site, permit to work</b></li> <li>- <b>Health and safety</b></li> <li>- <b>Statutory approval and ACSA approvals</b></li> <li>- <b>Hazards on airside</b></li> <li>- <b>Impact on operations</b></li> <li>- <b>Stakeholder management</b></li> </ul>
11.2(15)	The Service Information is in	<b>Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
2	<b>The Contractor's main responsibilities</b>	<b>Detailed in Part C3 (Service Information)</b>
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>4 weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>To be confirmed after award</b>
30.1	The <i>service period</i> is	<b>60 months from the starting date</b>
4	<b>Testing and defects</b>	<b>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</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>Every 4 weeks, on the 15<sup>th</sup> day of each successive month</b>

51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>30 days from invoice date</b>
6	<b>Compensation events</b>	<b>No data is required for this section of the conditions of contract.</b>
7	<b>Use of Equipment Plant and Materials</b>	<b>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</b>
8	<b>Risks and insurance</b>	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<b>Refer to the Insurance Clauses which is attached at the end of the Contract Data.</b>
83.2	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	<b>Refer to Part C1.4</b>
83.2	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:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993</b>
9	<b>Termination</b>	<b>No data is required for this section of the conditions of contract.</b>
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with price list</b>	<b>Refer to Part C2</b>
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	<b>52 weeks.</b>
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013</b>

		<b>Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Johannesburg, South Africa</b>
	The person or organisation who will choose an arbitrator	
	<ul style="list-style-type: none"> <li>- if the Parties cannot agree a choice or</li> <li>- if the arbitration procedure does not state who selects an arbitrator, is</li> </ul>	<b>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council</b>

## 12 Data for secondary Option clauses

<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1	The <i>base date</i> for indices is	The 1 <sup>st</sup> calendar day of the month prior to the <i>starting date</i>
<b>X17</b>	<b>Low service damages</b>	
X17.1	The <i>service level table</i> is in	Refer to Annexure B of the Service Information
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Refer to Insurance Schedule</b>
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	<b>Total of the losses incurred and/or repairs to the damages caused</b>
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	<b>Total of the losses incurred and/or repairs to the damages caused</b>
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	<b>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.</b>

		<p><b>The excluded matters are amounts payable by the Contractor as stated in this contract for:</b></p> <ul style="list-style-type: none"><li>- <b>Loss of or damage to the Employer's property,</b></li><li>- <b>Defects liability,</b></li><li>- <b>Insurance liability to the extent of the Contractor's risks</b></li><li>- <b>Death of or injury to a person</b></li><li>- <b>Infringement of intellectual property right</b></li></ul>
X18.5	The <i>end of liability date</i> is	<b>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.</b>
X19	<b>Task Order</b>	<b>No data is required for this secondary option.</b>
Z	<b>The Additional conditions of contract are</b>	<b>Z1 – Z19</b>

### AMENDMENTS TO THE CORE CLAUSES

#### **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.

#### **Z3. Termination**

**Z3.1** 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.**

#### **Z4.1 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.

**Z4.2 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or

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

### AMENDMENTS TO THE SECONDARY OPTION CLAUSES

#### **Z5. Limitation of liability: Insert the following new clause as Option X18.6:**

**Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

**Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

### ADDITIONAL Z CLAUSES

#### **Z6. Cession, delegation and assignment**

**Z6.1.** 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*.

**Z6.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

#### **Z7. Joint and several liability**

**Z7.1.** 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.

**Z7.2.** 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.

**Z7.3.** 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*.

#### **Z8. Ethics**

**Z8.1.** The *Contractor* undertakes:

**Z8.** 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;

**Z8.** 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.

**Z8.2.** 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.

**Z8.3.** 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.

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**Z9. Confidentiality**

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**Z9.1.** 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.

**Z9.2.** 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*.

**Z9.3.** This undertaking shall not apply to –

**Z9.** 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;

**Z9.** 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;

**Z9.** 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);

**Z9.4.** 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*.

**Z9.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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**Z10. Employer's Step-in rights**

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**Z10.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 2 (two) 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*.

**Z10.2.** 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.

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**Z11. Liens and Encumbrances**

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**Z11.1.** 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

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**Z12. Intellectual Property**

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**Z12.1** 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.

**Z12.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.

**Z12.3** 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*.

**Z12.4** 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.

**Z12.5** 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:

**Z12.5.1** the *Contractor*’s *service*;

**Z12.5.2** the use of the *Contractor*’s Equipment, or

**Z12.5.3** the proper use of the *Affected Property* on which the *service* is provided.

**Z12.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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**Z13. Dispute resolution: The following amendments are made to Option W1:**

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### Z13.1 Appointment of the Adjudicator

An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below. The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013

**Table 1: Appointment of the Adjudicator**

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

### Z13.2 Appointment of the Arbitrator

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

**Table 2: Panel of Arbitrators**

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

**Z13.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

**Z13.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."

**Z17** **Day:**

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

**Z18** **Safety**

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

**Z18.2** **Day**

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

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

**Z18.3** 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** 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.

**Communication**

**Z19.1**

**Z19.2** The Service Manager requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

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

**Z20** **Resource Availability**

The resources must be available to perform any works during emergencies which may occur after working hours, and public holidays. At least 50% of the team must be on standby to attend emergencies within two (2) hours after receiving a call from either IMC or the project manager.

### **C1.3b Data Provided by the Contractor**

Experience

---

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**3 RESIDENT ENGINEER/  
SITE AGENT**

Name:

---

Qualifications relevant to this  
contract

---

Experience

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11.2 The following matters will be  
included in the Risk Register

1. Access to site
2. Delay in supply of material and/or  
equipment
3. Progress of the works against the  
program

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**C1.3c Forms of Securities****PRO FORMAS FOR BONDS & GUARANTEES**

For use with the NEC3 Term Service Contract (April 2014)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Options:

Option X4: Parent company guarantee

Option X13: Performance Bond

Each of these secondary Options requires a bond or guarantee "in the form set out in the Service Information". Pro forma documents for these bonds and guarantees are provided here for convenience but are to be treated as part of the Service Information.

The *Contractor* shall guarantee his ASGI-SA Obligations by providing the *Employer* with an ASGI-SA Guarantee in the form provided here.

**[Note to contract compiler: If there are no ASGI-SA Obligations in this contract, delete the above statement and the ASGI\_SA bond]**

The organisation providing the bond / guarantee does so by copying the pro forma document onto his letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

**Pro forma Parent Company Guarantee (for use with Option X4)**

*(to be reproduced exactly as shown below on the letterhead of the Contractor's Parent Company)*

**[Employer's name and address]**

Date:

Dear Sirs,

***Parent Company Guarantee for Contract No:***

With reference to the above numbered contract made or to be made between

**{Insert registered name of the *Employer*}**

(the *Employer*) and

**{Insert registered name and address of the *Contractor*}**

(the *Contractor*), for

**{Insert details of the service from the Contract Data}**

(the *service*).

I/We the undersigned

on behalf of the *Contractor's*  
parent company

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Employer* that the *Contractor* shall Provide the Service in accordance with the above numbered Contract.

1. If for any reason the *Contractor* fails to Provide the Service, we hereby agree to cause to Provide the Service at no additional cost to the *Employer*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Employer* may itself procure such performance (whether or not the Agreement be formally determined). The *Employer* is to notify us and we shall indemnify the *Employer* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
4. The *Employer* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Contractor* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Contractor*.
5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa, and we hereby submit to the non-exclusive jurisdiction of the High Court of South Africa.

Signed  
at

on this

day of

200\_

Signature(s)

Name(s) (printed)

Position in parent company

Signature of Witness(s)

Name(s) (printed)

**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)*

[Insert Employer's name and registered address] 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	[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	ACSA a company registered in accordance with the laws of the Republic of South Africa under Registration Number
1.6	“Expiry Date” means	the earlier of <ul style="list-style-type: none"> <li>• 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</li> <li>• the date that the Bank issues a replacement Bond for such lesser or higher amount as may be required by the Employer.</li> </ul>
1.7	“Guaranteed Sum” means	the sum of R , Rand)
1.8	“Service” means	

2. 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.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
  - be signed on behalf of the Employer by a director of the Employer;
  - state the amount claimed ("the Demand Amount");
  - 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:
  - is and shall be absolute provided demand is made in terms of this bond in all circumstances; and
  - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
  - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
  - 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.
6. 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. Our liability shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Contractor* and the *Employer* and/or between us and *Contractor*; nor any alteration in the obligations undertaken by the *Contractor* or in the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Contractor*.
6. 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.
7. This Guarantee:
  - shall expire on the Expiry Date until which time it is irrevocable;
  - is, save as provided for in **Error! Reference source not found.** above, personal to the Employer and is neither negotiable nor transferable;
  - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
  - shall be regarded as a liquid document for the purpose of obtaining a court order; and
  - shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
  - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

8. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed on this day of 20\_\_  
at \_\_\_\_\_

For and on behalf of the Bank

Bank Signatory(s)	
Name(s) (printed)	
Witness(s)	
Bank's seal or stamp	

## **C1.4 Occupational Health and Safety Agreement**

### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA “ACSA”</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b>  <b>Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632</b>  <b>P O Box 75480, Gardenview, Gauteng, South Africa, 2047</b>

**Hereinafter referred to as "Client"**

<b>Name of organisation:</b>
<b>Physical Address</b>

**Hereinafter referred to as "the Mandatary/ Principal Contractor"**

**MANDATORY'S MAIN SCOPE OF WORK****1. Definitions**

1.1 "Mandatary" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.

1.2 "Client" refers to ACSA;

1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;

1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;

1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;

1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

1.7 "SHE" means Safety, Health and Environment.

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un repealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

### **THE UNDERTAKING**

The Mandatory undertakes to comply with:

#### **2. REPORTING**

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

#### **3. WARRANTY OF COMPLIANCE**

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

#### **4. SHE Risk Management**

- 4.1 The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

#### **5. MEDICAL EMERGENCY RESPONSE**

The Mandatory shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the

Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

## **6. APPOINTMENTS AND TRAINING**

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

## **7. SUPERVISION, DISCIPLINE AND REPORTING**

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

## **8. COOPERATION**

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

## **9. WORK PROCEDURES**

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

## **10. HEALTH AND SAFETY MEETINGS**

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

## **11. COMPENSATION REGISTRATION/INSURANCE**

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any

work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## **12. MEDICAL EXAMINATIONS**

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

## **13. INCIDENT REPORTING AND INVESTIGATION**

13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty eight (48) hours.

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provide with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

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

#### **14. SUBCONTRACTORS**

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

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

#### **15. SECURITY AND ACCESS**

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

#### **16. FIRE PRECAUTIONS AND FACILITIES**

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

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

#### **17. FACILITIES**

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

#### **18. HYGIENE AND CLEANLINESS**

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose

materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

## **19. INTOXICATION AND SUBSTANCE ABUSE**

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

## **20. PERSONAL PROTECTIVE EQUIPMENT**

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

## **21. PLANT, MACHINERY AND EQUIPMENT**

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

## **22. USAGE OF THE CLIENT'S EQUIPMENT**

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

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

### **23. PERMIT MANAGEMENT**

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

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

### **24. TRANSPORTATION**

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

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

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

### **25. CLARIFICATION**

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

### **26. DURATION OF AGREEMENT**

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

### **27. NON-COMPLIANCE WITH THE AGREEMENT**

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

- ❖ Apply penalties as stipulated on the main contract between Mandatory and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.

Should Mandatory continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

## **28. INDEMNITY**

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

## **COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993**

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

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

## **29. FURTHER UNDERTAKING**

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

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

## **ACCEPTANCE BY MANDATORY**

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

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



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

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

Expiry date .....

---

**SIGNATURE ON BEHALF OF MANDATARY**

(Warrant his authority to sign)

**DATE**

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

---

**SIGNATURE ON BEHALF OF THE CLIENT**

**AIRPORT COMPANY SOUTH AFRICA**

**DATE**

Witnesses:

3. \_\_\_\_\_

4. \_\_\_\_\_

## C1.5 Environmental Management System

### 1. Scope

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

### 1. Objective

To incorporate all service and maintenance contractors into ACSA's Environmental Management System (EMS), to align activities, products and services with the EMS and ACSA's Environmental Policy.

### 2. Definitions and Abbreviations

#### **ACSA**

Airports Company South Africa SOC Ltd

#### **ACSA AEMR**

ACSA Airport Environmental Management Representative

#### **ARFFS**

Aerodrome Rescue and Fire Fighting Services

#### **HCS**

Handling & Storage of Hazardous Chemical Substances

#### **SHE**

Safety, Health and Environment

#### **Service & Maintenance Contractor**

An ACSA appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and ongoing maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

### 3. Procedure General

3.1. All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.

3.1.1. All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer ACSA EMS Department Determining Significant Environmental Aspects Procedure - T010 001M. Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.

3.2. The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 3.1.1 above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.

3.3. The ACSA Department responsible for appointing service or maintenance contractors shall append the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.

3.4. The contractor's representative shall ensure the conditions set out in the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048, along with ACSA's Environmental Management System Policy are communicated to, comprehended and implemented by all contractor staff.

3.5. All ACSA Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.

3.6. Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

#### 4. Roles and Responsibilities

**Table 3: Roles and Responsibilities**

<b>Issues</b>	<b>Responsible Person</b>	<b>Alternate</b>
Has overall responsibility for adherence to this Operational Procedure	ACSA General Manager or Airport Manager	Relevant designated person shall assume responsibility
Has responsibility for adherence and implementation of this Operational Procedure	ACSA Safety Manager/ ACSA ARFFS Manager/ ACSA HOD: SHE/ ACSA AEMR	Relevant designated person shall assume responsibility

#### 5. Verification

This procedure shall be verified in accordance with ACSA Verification Policy, Procedure and Working Instruction - Z001 002M.

#### 6. Non-Conformance

Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the ACSA Non-Conformance Policy, Procedure and Working Instruction - Z001 001M.

#### 7. References

ACSA Non-Conformance Policy, Procedure and Working Instruction - Z001 001M  
 ACSA Verification Policy, Procedure and Working Instruction - Z001 002M  
 ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M  
 ACSA Document Control Procedure - Z001 006M  
 ACSA Record Keeping Requirements Procedure - Z001 008M  
 ACSA Airfield Standard Operating Procedure Manual

#### 8. Change Control

This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M.

## ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048

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

**Table 4: ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048**

ISSUE	REQUIREMENT
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"> <li>No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li> <li>Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li> <li>Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas.</li> <li>No leaking equipment or vehicles shall be permitted on the airport.</li> </ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"> <li>Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.</li> <li>Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li> <li>Fires: No open fires shall be permitted on site.</li> </ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"> <li>All reasonable measures shall be taken to minimize noise generated on site due to work operations.</li> <li>The Contractor shall comply with the applicable regulations regarding noise.</li> </ul>
<b>Waste Management</b>	<ul style="list-style-type: none"> <li>Waste shall be separated as general or hazardous waste.</li> <li>General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li> <li>Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li> <li>Contractors shall maintain a tidy, litter free environment always in their work area.</li> <li>Contractors must keep on file:             <ol style="list-style-type: none"> <li>The name of the contracting waste company</li> <li>Waste disposal site used</li> <li>Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> <li>Copy of waste permit for disposal site</li> </ol> </li> </ul> <p>This information must be available during audits and inspections.</p>
<b>Handling &amp; Storage of Hazardous</b>	<ul style="list-style-type: none"> <li>All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.</li> <li>Materials Safety Data Sheets shall be stored with all HCS.</li> </ul>

<b>Chemical Substances (HCS)</b>	<ul style="list-style-type: none"> <li>• All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).</li> <li>• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.</li> <li>• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.</li> </ul>
<b>Water and Energy Consumption</b>	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
<b>Training &amp; Awareness</b>	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

## 9. Penalties

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

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

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

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

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

at: .....

## C1.6 Baseline HIRA: ACSA Generic Hazards Assessment

**Table 5: Baseline HIRA**

<b>Baseline Risk Assessment</b>	
<b>Project Name:</b>	THE MAINTENANCE OF PAVEMENT FOR LANDSIDE AND AIRSIDE (AERODROME) FOR A PERIOD OF 60 MONTHS AT O.R. TAMBO INTERNATIONAL AIRPORT
<b>Document Number: HIRA 1</b>	Revision Number: 001

Risk Severity Definition	Description: Consequence (can lead to)...	Examples of what to look out for...
<b>Category A</b> Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
<b>Category B</b> Hazardous	Serious injuries or major damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
<b>Category C</b> Major	Minor injuries or minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency
<b>Category D</b> Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
<b>Category E</b> Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance

Likelihood Probability	Description	Examples of what to look out for...
<b>Category 1</b>	Extremely Improbable (Rare)	Almost inconceivable that the event shall occur
<b>Category 2</b>	Improbable (Seldom)	Very unlikely that the event shall occur. It is not known that it has ever occurred before
<b>Category 3</b>	Remote (Unlikely)	Unlikely but could possibly occur. Has occurred rarely.
<b>Category 4</b>	Occasional	Likely to occur sometimes. Has occurred infrequently.
<b>Category 5</b>	Frequent	Likely to occur many times or regularly. Has occurred frequently or regularly

		Catastrophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

	movement of vehicles and staff are to be monitored to reduce impact on operations	build up, operational delays, vehicle incidents	to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A
Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property /persons	Signage warning against jetblast is installed at high risk areas. Risks associated with jetblast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75 meter clearance behind aircraft to be observed to prevent jetblast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30 meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B

Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B

## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.7 Insurance Schedule

#### *Summary of Terms and other Matters Applicable to Employer Provided Insurance*

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

- Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).
- Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.

## PART C2: PRICING DATA

### TSC3 Option A

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	The <i>price list</i>	

### C2.1 Pricing Assumptions: Option A

#### **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** 11.2 (12) The Price List is the *price list* 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 *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* 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 The Price List – Please see attached separately in Appendix 1**

**PART C3: EMPLOYER'S SERVICE INFORMATION**

Document reference	Title	No of pages
	<p style="color: red;">Please see next page for information</p>	

## C3: Employer's Service Information

### 1. Description of the service

#### 1.1. Executive overview

##### Overview

The pavement maintenance at the aerodrome encompasses both airside and landside areas. This maintenance plan is vital for ensuring the safety, efficiency, and smooth operations of both aircraft and vehicular traffic. Effective pavement maintenance is essential for aircrafts, vehicle, ground support staff, and other airport personnel, thereby minimizing the risk of accidents and ensuring compliance with regulatory standards.

##### Importance of maintenance

Pavement maintenance is critical to the operations of the aerodrome. Clear and well-maintained pavements are necessary for:

- Airside Operations: These include runways, taxiways, and aprons where aircraft movement is frequent. Maintained pavements ensure safe landing, take-off, and taxiing, preventing damage to vehicles.
- Landside Operations: These include roadways, parking areas, and service roads. Well-maintained pavements ensure vehicle safety and/or damage, improve traffic flow, reduce vehicle operating costs, and ensure pedestrian safety.

Inadequate maintenance of pavements can lead to severe operational disruptions, posing risks such as:

- Airside: Increased likelihood of aircraft accidents, operational delays, and potential damage to aircraft.
- Landside: Traffic congestion, accidents, and potential harm to passengers and staff.

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

It is required that the appointed service provider, referred to in the contract as the Contractor, perform preventative and reactive maintenance on all road across both airside and landside areas of the aerodrome.

The technical scope shall include the maintenance of:

- All runways, taxiways, taxi lanes, service roads, and aprons
- Response to callouts within contractually agreed service levels
- Management, usage, and requisition (for replenishment) of all pavement materials to minimize lead time on repairs as agreed with the Service Manager

##### Preventative Maintenance:

The contractor will be responsible for ensuring the availability of pavement maintenance materials, skilled human resources, and technical expertise to ensure the usage and durability of all pavements according to the agreed Service Level Agreement.

When carrying out work on aerodrome maintenance, the following regulatory standards shall apply:

- ICAO Annexure 14 Volume 1: Aerodrome Design and Operations

- ICAO Airport Services Manual - Part 9 Airport Maintenance Practices
- TMH documents
- SANS 2001 series
- And not limited to

**Reactive/Corrective Maintenance:**

The contractor will be responsible for ensuring the availability of human resources during and after work hours and public holidays to attend to urgent maintenance needs, as advised and required by calls issued by the Help Desk of the Infrastructure Monitoring and Control Centre (IMC) or directly by any representative of the aerodrome and its stakeholders.

When carrying out work on aerodrome maintenance, the following regulatory standards shall apply:

- ICAO Annexure 14 Volume 1: Aerodrome Design and Operations
- ICAO Airport Services Manual - Part 9 Airport Maintenance Practices
- TMH documents
- SANS 2001 series
- And not limited to

## 2. Management strategy and start up.

### 2.1 The Contractor's plan for the service

At the contracting stage of this tender process, The Contractor (winning bidder) shall provide a plan that addresses each activity as outlined in the Employer's requirements for the service. The plan shall include the following

- Starting and end date of the services
- Allocation of resources (personnel and equipment)
- Time and risk allowances
- Adherence to procedures as set out in the contract and airside operations
- Health, safety and environmental requirements
- Method statement on how each of the requirements as set out in the Employer's requirements for the services will be undertaken, taking into consideration that some activities may require closure of affected taxiways or runways.
- Other Service information provided by the Contractor for the Employer's acceptance

The Contractor is required to provide the Employer with a detailed working plan report demonstrating the proposed approach, tools, and methodology for pavement maintenance. This includes submission of brochures or supporting documents showing ownership or intention to hire/procure all required equipment and materials. The plan must align with the technical specifications and Employer's requirements and is subject to approval during contracting.

The condition of the pavements is critical for maintaining airside safety. Poor maintenance or defect areas can compromise the airport's safety and security, leading to:

- Non-compliance with ICAO, SACAA, and SANS requirements
- Escalating repair costs and increased maintenance scope
- Potential impacts on airport operational certification

The services are required to:

- Ensure proper upkeep of pavements, and associated components
- Prevent safety risks arising from damaged pavements

### 2.2 Management meetings

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

**Table 6: Meetings**

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Risk register and compensation events	Monthly, date and time to be advised by respective airport representatives	Virtually or on site	<i>Employer, Contractor and airport representatives of the Service Manager</i>
Overall contract progress and feedback	Monthly, date and time to be advised by respective airport representatives	Virtually or on site	<i>Employer, Contractor and airport representatives of the Service Manager</i>

Unscheduled meeting, outside of those highlighted in the table above, can be convened by the *Service Manager* or the *Contractor* when necessary. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

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

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

### **2.3 Contractor's management, supervision and key people**

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

The Contractor is to manage and supervise their key personnel inclusive of all parties that may be subcontracted to oversee the contract. The Contractor will be required to provide an organogram indicating all key people, contact details and responsibilities.

### **2.4 Documentation control**

Work instructions, daily check sheets, monthly maintenance reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager. The Contractor will be required to keep a copy of signed-off works orders for proof of services rendered. All contractual formal communication shall be done using the TSC3 templates. All written communication shall be via email.

## **2.5 Invoicing and payment**

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

The *Contractor* shall address the tax invoice to  
**Airports Company South Africa, indicating the serviced airport e.g. O.R. Tambo International Airport**

and include on each invoice the following information:

- Name and address of the *Contractor* and the *Service Manager*;
- The contract number and title;
- *Contractor*'s VAT registration number;
- The *Employer*'s VAT registration number 4930138393;

Description of service provided for each item invoiced based on the Price List;  
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;  
(add other as required)

All invoices shall be emailed to the *Service Manager*, the service manager will then receipt the invoice and send it to finance for payment.

## **2.6 Insurance provided by the *Employer***

Refer to section C1.4 for insurance requirements.

## **3. Health and safety, the environment and quality assurance**

### **3.1 Health and safety risk management**

Refer to section C1.4 for insurance requirements.

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

### **3.2 Environmental constraints and management**

The Contractor shall comply with the health and safety requirements contained in section C1.3

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

### **3.3 Quality assurance requirements**

All work must be executed in accordance with prevailing industry norms and standards relating to quality ISO 9001 and safety ISO 14000. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required. The contractor shall ensure compliance to environmental regulations and standards.

The Contractor is to demonstrate quality management by submitting operators training certificates, of key personnel, equipment maintenance plans, and its service history. The Contractor is to demonstrate that contingency plans for cases of equipment break down are in place.

#### **4. Procurement**

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

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

## 4.1 People

### 4.1.1 Minimum requirements of people employed

A schedule of key personnel to this Contract (as per C1.2a) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

It's the responsibility of the Contractor to ensure that personal and vehicle permits are obtained and kept up to date for the duration of the contract. All persons working on an aerodrome shall undergo police verification prior to personal permit award. It is advisable that the Contractor ensures that their key staff members have no criminal records or pending cases. Refer to Permit requirements (annexure xxxx)

## 4.2 Subcontracting

### 4.2.1 Preferred subcontractors

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

## 4.3 Plant and Materials

### 4.3.1 Specifications

Material specifications describe the standards that the construction materials must meet once they are delivered, installed, and finished in their final position within the drainage system.

It is the Contractor's responsibility to ensure that the materials delivered and utilised for the drainage elements shall meet the specified requirements.

Materials removed under this Section from existing works, except where excavated materials are specified to be reused or disposed of, or except where provision has been made in Part C for their reuse or specific disposal, shall be disposed in accordance with the ACSA and the local municipality bylaws offsite.

The Service Managers expectation is for the contractor to always be available for emergency pavement works as and when needed.

- Work will only take place when needed and upon instruction by the Service Manager.
- It is expected that the contractor makes prior arrangements with material suppliers so that maintenance is made available as and when needed, including during weekends and after hours.
- It is expected that the contractor makes prior arrangements with plant (roller, compactor, paver, etc) suppliers so that maintenance is made available as and when needed, including during weekends and after hours.
- The vehicle and the plant must comply with Airside vehicle and equipment serviceability requirements.
- It is a condition of this contract that the employer reserves the right to limit the total expenditure on the works. The scope of works may be reduced at any time before or during the contract period

Where asphalt for the project is sourced from a mobile asphalt plant, the Contractor must obtain assurance in writing that the establishment and operation of such mobile asphalt plant is in

accordance with the National Environmental Management Act: Air Quality Act 2004 (Act No 39 of 2004) and the National Environmental Management Act, 1998. These items to also be included in the regular site audit protocol to ensure ongoing compliance.

All plant shall be so designed and operated as to produce a mixture complying with the requirements of this specification. The plant and equipment used shall be of adequate rated capacity and be in good working order. Obsolete or worn-out plant shall not be permitted on site. Mobile plant with hydraulic or petroleum product oil leaks shall be immediately repaired or removed from site.

Prior to the start of the work the Contractor shall supply the Engineer, on request, with copies of the manufacturer's handbooks and copies of check lists prepared in terms of ISO 9002, where applicable, pertaining to the mixing and paving plants, containing details of the correct settings and adjustments of the plant.

Any alteration which has been, or is being affected to any constructional plant, and which does not comply with the specifications of the manufacturer, shall be brought to the notice of the Engineer.

## **5. Working on the Affected Property**

This part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

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

Some sites have very strict entrance requirements which tendering contractors need to allow for in their prices, and with which the *Contractor* has to comply. State these or similar requirements here. Any insurance requirements should be excluded from contractual requirements as contemplated under P&Gs. Where provision is made for the Contractor to bear these costs, these should include the insurance requirements for the Contractor to obtain the permit, comply with security controls or site regulations.

In addition to the above there may be other restrictions once on the site, plus rules relating to roads, walkways and the provision of barricades.

### **5.2 People restrictions, hours of work, conduct and records**

#### **5.2.1 Permits**

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

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

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

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

**Table 7: Permits**

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

#### **5.2.2 Cell phones and two-way radios**

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

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

#### **5.2.3 Protection of the public**

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

#### **5.2.4 Barricades and lighting**

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

### **5.3 Health and safety facilities on the Affected Property**

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

## **5.4 Site services and facilities**

### **5.4.1 Provided by the *Employer***

The employer shall provide storage for equipment and personnel.

### **5.4.2 Control of noise, dust, water and waste**

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the Engineer may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily. All costs involved in dust and pollution control shall be borne by the Contractor.

**ANNEX A: Schedule of Equipment**

**SCHEDULE OF EQUIPMENT**

**N/A**

**ANNEX B: Bill of Quantities**

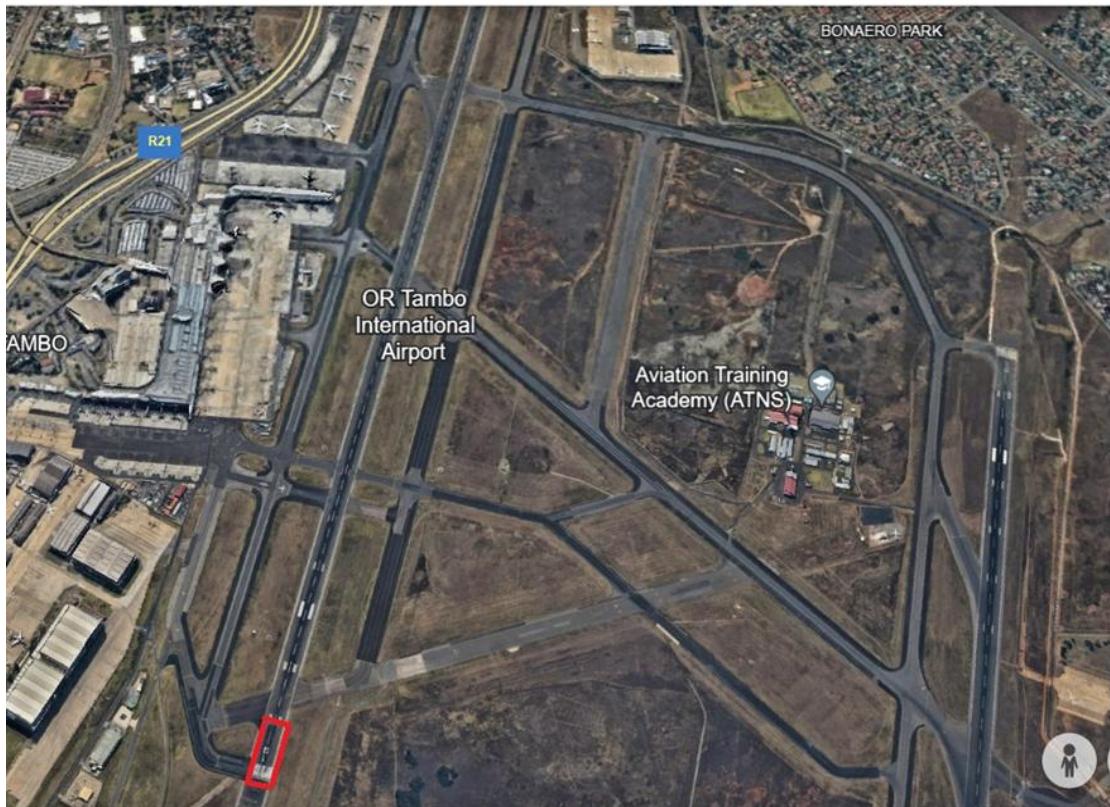
Please see Appendix 1 – Attached separately

**ANNEX C: Site Information****Site Information****Description**

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

**General Site Conditions**

Temperature (Min - Max)	-5°C to 40°C
Relative Humidity	15% to 60%
Wind	50 m/s
Height above Sea Level	1,680 m
Slope (Existing/Modified)	Level
Seismic	N/A



**ANNEX D: Risk assessment****Risk assessment****OHS Risks**

Available from the Service manager on request

**Administrative Risks**

Risk Number	Risk Description and mitigation measures
1	Safety File not being 100% compliant or safety/environmental infringement could lead to the contractor being taken off site
2	Expired COIDA letter; contractor will be taken off site.
3	Insufficient resources on site to perform the work required roster; contractor will be penalized accordingly
4	Failure to annually present a compliant Tax Clearance Certificate which is considered a material breach of the conditions of this Contract
5	Not meeting set availability target; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
6	Not meeting set MTTR target; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
7	Spares list not being updated could lead to extended equipment down times; contractor will be penalized and failing rehabilitation contract will be terminated as specified in this contract
8	Root cause analysis not performed could lead to repeated equipment failures; contractor will be Low service damages will be imposed and failing rehabilitation contract will be terminated as specified in this contract
10	Failure to annually present compliant BEE certificate which is considered a material breach of the conditions of this Contract
11	Contract value being expended before contract expiry date; contract will be terminated
12	Contractor not giving documentation for work assessments and payment on time; Contractor will not be paid on time
13	Updated and compliant safety file regarding Covid 19 PPE and risk assessment, as per OHS and regulation.
14	Any change in the law that is reinforced as per clause X2(Changes in the law)
15	Department of labour as an Electrical Contractor

**ANNEX E: Health And Safety Risk Management**

**Health And Safety Risk Management**