



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER:

TITLE OF PROJECT: MAINTENANCE OF AIRFIELD GROUND HANDLING (AGL) SYSTEMS AT UPINGTON INTERNATIONAL AIRPORT AND KIMBERLEY AIRPORT FOR A PERIOD OF 5 YEARS

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at Kimberley Airport

(Registration Number : 1993/004149/30)

and

(Registration Number : _____)

| Contents: | No of pages |
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| Part C1 Agreements & Contract Data | [2] |
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| Part C3 Employer Service Information | [40] |

C1.1 Forms of Offer and Acceptance

Offer

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

Maintenance Of Airfield Ground Handling (AGL) Systems At Upington International Airport And Kimberley Airport for a Period of 5 Years

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

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

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

for the Contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature
 of witness signature

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

for the Employer

Signature Date

Name Capacity

**Airports Company South Africa,
Western Precinct Aviation Park
O.R. Tambo International Airport
Kempton Park
Johannesburg
1632**

Name of
witness signature

Schedule of Deviations

| | |
|-----------------|-------|
| 1 Subject | |
| Details | |
| | |
| | |
| | |
| 2 Subject | |
| Details | |
| | |
| | |
| | |
| 3 Subject | |
| Details | |
| | |
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| | |
| 4 Subject | |
| Details | |
| | |
| | |
| | |
| 5 Subject | |
| Details | |
| | |
| | |

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

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

C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

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

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

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

General Conditions of Contract

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

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

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

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

| Clause | Statement | Data |
|--------|---|---|
| 1 | General | |
| | The <i>conditions of contract</i> are the core clauses and the clauses for main Option: | |
| | dispute resolution Option: | A: Priced contract with price list |
| | and secondary Options: | W1: Dispute resolution procedure |
| | | X17: Low service damages |
| | | X18: Limitation of Liability (as amended in Option Z) |
| | | X19: Task Order |
| | | X20: Key performance indicators |
| | | Z: Additional conditions of contract |
| | of the NEC3 Term Service Contract (April 2013) | |
| 10.1 | The <i>Employer</i> is: | Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa |
| | Address | Airports Company South Africa, Western Precinct Aviation Park O.R. Tambo International Airport Kempton Park Johannesburg 1632 |
| | Tel No. | 011 723 1400 |
| 10.1 | The <i>Service Manager</i> is: | Manager Maintenance and Engineering |
| | Address | Kimberley Airport Comp Patterson Rd Diskobolos Kimberley 8301 |
| | Tel No. | 053 830 7134 |

e-mail

| | | |
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| 11.2(2) | The <i>Affected Property</i> is | Kimberley Airport |
| 11.2(13) | The <i>service</i> is | Pest control services as more fully set out in section C3 <i>Service Information</i>. |
| 11.2(14) | The following matters will be included in the Risk Register | 1. Working of Airside 2. Working nearby moving vehicles 3. Snakes/reptiles 4. Using Portable electrical tools |
| 11.2(15) | The <i>Service Information</i> is in | Part C3 of this contract |
| 12.2 | The <i>law of the contract</i> is the law of | the Republic of South Africa |
| 13.1 | The <i>language of this contract</i> is | English |
| 13.3 | The <i>period for reply</i> is | 5 working days |
| 2 | The Contractor's main responsibilities | Detailed in Part C3 (Service Information) |
| 21.1 | The <i>Contractor</i> submits a first plan for acceptance within | 8 weeks of the Contract Date |
| 3 | Time | |
| 30.1 | The <i>starting date</i> is | Upon signing of the Contract by ACSA |
| 30.2 | The <i>Service Period</i> is | 60 Months from <i>Starting Date</i>. |
| 4 | Testing and Defects | No data is required for this section of the <i>conditions of contract</i> |
| 5 | Payment | |
| 50.1 | The <i>assessment interval</i> is on the | between the 1st and 15th day of each successive month. |
| 51.1 | The <i>currency of this contract</i> is the | South African Rand (ZAR) |
| 51.2 | The period within which payments are made is | 30 days |
| 51.4 | The <i>interest rate</i> is | (i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and (ii) the LIBOR rate applicable at the time for amounts due in other currencies |

| | | |
|----------|---|---|
| 6 | Compensation events | No data is required for this section of the conditions of contract. |
| 7 | Use of Equipment Plant and Materials | No data is required for this section of the conditions of contract. |
| 8 | Risks and insurance | |
| 83.1 | The <i>Employer</i> provides these insurances from the Insurance Table | <p>(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract;</p> <p>Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the contract ("the Insurance Schedule").</p> |
| 83.1 | The <i>Contractor</i> provides these additional insurances | <p>Professional Indemnity Insurance</p> <p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the contract.</p> |
| 83.2 | The minimum amounts of cover or minimum limits of indemnity required for the insurance table | Refer to section C1.5 Insurance Schedule |
| 83.1 | The <i>Employer</i> provides these insurances from the Insurance Table | Refer to section C1.5 Insurance Schedule |
| 83.1 | The <i>Employer</i> provides these additional insurances | Refer to section C1.5 Insurance Schedule |
| 83.1 | The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is | Refer to section C1.5 Insurance Schedule |
| 83.1 | The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is: | Refer to section C1.5 Insurance Schedule |
| 83.1 | The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and | Refer to section C1.5 Insurance Schedule |

Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is:

| | | |
|------|--|--|
| 83.1 | The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is: | As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act |
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| 9 | Termination | Applicable as per Section 9 of the NEC3 ECC (April 2013) . |
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10 Data for main Option clause

A Priced contract with price list

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| 20.5 | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than | 4 weeks. |
|------|---|-----------------|

11 Data for Option W1

| | | |
|------|---------------------------|--|
| W1.1 | The <i>Adjudicator</i> is | The person appointed jointly by the parties from the list of adjudicators contained below |
|------|---------------------------|--|

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

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|---------|--|---|
| W1.2(3) | The <i>Adjudicator nominating body</i> is: | the Chairman of the Johannesburg Society of Advocates, or his successor or his nominee |
|---------|--|---|

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| W1.4(2) | The <i>tribunal</i> is: | Arbitration |
|---------|-------------------------|--------------------|

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| W1.4(5) | The <i>arbitration procedure</i> is | the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body |
| | The place where arbitration is to be held is | where the Site is located |
| | The person or organization who will choose an arbitrator | The Chairman of the Johannesburg Advocate's Bar Council (or his successor or his nominee). |
| 12 | Data for secondary Option | |
| X17 | Low service damages | As per the Service Information (C3) – Annex G section 6 |
| X17.1 | The <i>service level table</i> is in | The Service Information, Annex I |
| X18 | Limitation of liability | |
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to | Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to | The total of the losses incurred and/ or repairs to the damage |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to | The total of the losses incurred and/ or repairs to the damage |
| X18.4 | The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to | The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred and/ or repairs to the damage and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; infringement of an intellectual property right |
| X18.5 | The <i>end of liability date</i> is | 52 weeks after the end of the service period. |

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| X19 | Task Order |
| X19.5 | The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within 7 days of receiving the Task Order |

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

| Amendments to the Core Clauses | |
|--------------------------------|--|
| Z1 | Interpretation of the law |
| Z1.1 | Add to core clause 12.3: Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing. |
| Z2 | Providing the Service: Delete core clause 20.1 and replace with the following: |
| Z2.1 | The <i>Contractor</i> provides the <i>service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>service</i> , when complete, shall be fit for their intended purpose. |
| Z3. | Other responsibilities: add the following at the end of core clause 27: |
| Z3.1 | The <i>Contractor</i> shall have satisfied himself, prior to the <i>starting date</i> , as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the <i>starting date</i> . |
| Z3.2 | The <i>Contractor</i> shall be responsible for the correct setting out or carrying out of the <i>service</i> in accordance with the original points, lines and levels stated in the <i>Service Information</i> or notified by the <i>Service Manager</i> . Any errors in the setting or carrying out of the <i>service</i> shall be rectified by the <i>Contractor</i> at the <i>Contractor's</i> own costs. |
| Z4. | Termination |
| Z4.1 | Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”. |
| Z5. | Ambiguities and inconsistencies: Delete core clause 17 and replace with the following: |
| Z5.1 | If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence: <ul style="list-style-type: none"> • The additional conditions of contract under these Z clauses • The conditions of contract and • The other documents. |
| Z5.2 | The <i>Service Manager</i> or the <i>Contractor</i> notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The <i>Service Manager</i> gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period. |
| Z6. | Payment: Add the following at the end of core clause 51: |
| | 51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above. |

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

Amendment to the Secondary Option Clauses

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

Z7.1 A change in law is defined as:

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

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

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

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

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

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

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

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

Additional Z Clauses

Z10. Cession, delegation and assignment

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

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

Z11. Joint and several liability

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

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

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

Z12. Ethics

Z12.1. The *Contractor* undertakes:

Z12.1.1. not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

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

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

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

Z13. Confidentiality

Z13.1. All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.

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

Z13.3. This undertaking shall not apply to –

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

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

- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.
- Z14. *Employer's Step-in rights***
- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.
- Z15. *Liens and Encumbrances***
- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
- Z16. *Intellectual Property***
- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service or the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality

undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

- Z15.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z15.5.1** the *Contractor’s* service;
- Z15.5.2** the use of the *Contractor’s* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
- Z17. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words “any other matter”:** “excluding disputes relating to termination of the contract”.
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** “The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication.”
- Z16.2.2** “Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4.”
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**
- Z18.1** The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z18.2.1** As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2** The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

- Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.
- Z18.4 Any availability less than 80% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.

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

| Clause | Statement | Data |
|----------|--|---|
| 10.1 | The Contractor is (Name): | |
| | Company Registration Number | |
| | Company VAT Number | |
| | Address | |
| | | |
| | | |
| | | |
| | Telephone no. | |
| | Fax No. | |
| 11.2 | The <i>working areas</i> are | See C3 'Service Information' |
| 24.1 | The <i>Contractor's Key people</i> are: | CV's to be appended to Resource Proposal (Annex F) |
| 1 | SITE MANAGER | |
| | Name: | |
| | Qualifications relevant to this contract | |
| | | |
| | Experience | |
| | | |
| 2 | Position: | |
| | Name: | |
| | Qualifications relevant to this contract | |
| | | |

Experience

3

Position:

Name:

Qualifications relevant to this contract

Experience

4

Position:

Name:

Qualifications relevant to this contract

Experience

5

Position:

Name:

Qualifications relevant to this contract

Experience

Name:

Qualifications relevant to this contract

Experience

-
- | | | |
|------|---|---|
| 11.2 | The following matters will be included in the Risk Register | <ol style="list-style-type: none">1. Working of Airside2. Working nearby moving vehicles3. Snakes/reptiles4. Using Portable electrical tools |
|------|---|---|
-

C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

| |
|--|
| Name of Organization: AIRPORTS COMPANY SOUTH AFRICA |
| |
| |

Hereinafter referred to as "Client"

| |
|------------------------------|
| Name of organisation: |
| Physical Address: |
| |
| |

Hereinafter referred to as "the Mandatory/ Principal Contractor"
MANDATORY'S MAIN SCOPE OF WORK

| |
|---|
| GENERAL INFORMATION FORMING PART OF THIS AGREEMENT |
|---|

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

| |
|------------------------|
| THE UNDERTAKING |
|------------------------|

The Mandatary undertakes to comply with:

INSURANCE

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

| |
|--|
| COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993 |
|--|

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

C1.4 Forms of Securities

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

C1.5 Insurance Schedule

For OPEX projects and non-construction CAPEX projects on the **landside**:

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 R100 000 (one hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

For OPEX projects and non-construction CAPEX projects on the **airside**:

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

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

C2.1 Pricing 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 11
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 Price List

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
7. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
8. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
9. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
10. Variations in the scope and extent of the work shall be allowed to meet the Acsa Contract Manager requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed by the service manager or s/he delegate and the contractor and priced as non-scheduled items.
11. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
12. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No

work for which “provisional” items are provided shall, be commenced without written instructions from the Engineer.

13. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
14. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
15. No admin fee shall be payable on sub-contractor remuneration.
16. Quantities on the Activity schedule are only for the purpose of determining the winning bidder, work done can be lower or higher than the measured or proposed quantity.

Kimberley Airport

Pricing schedule:

The following Pricing schedule is provided “as-is” for the benefit of the Bidder. ACSA cannot guarantee that it is complete in all respects. The Bidder is responsible for providing a Pricing schedule which is accurate, complete and in accordance with their proposal. Also, refer to scope of work for activities that need to be priced. Only items listed in this Pricing schedule may be billed to the Employer.

Part 1: Preventative Maintenance

| Item no. | Activity Description | Frequency | Quantity (per annum) | Amount (per single item) | Total (per annum) |
|----------|--|-----------|----------------------|--------------------------|-------------------|
| 1 | Safety File, in accordance with OHS Act of 1993 and the Construction Regulation of 2014. <i>Note: Please note that should the service provider currently have an approved Safety File on record with ACSA, no cost provision is required unless the Safety File needs to be updated.</i> | Once-off | 1 | R | R |
| 2 | Airport personnel access permits, airport vehicle access permits and parking fees. | Once-off | 1 | Provisional Sum | R 10 000 |
| 3 | PAPI'S Calibration | Annually | 1 | R | R |
| 4 | PAPI Verification <i>This Cost to include transportation</i> | Monthly | 12 | R | R |
| 5 | Photometric sensors calibration | Annually | 1 | R | R |
| 6 | All required labour, tools, equipment* and consumables for preventative maintenance and inspections: Kimberley Airport. | Annually | 1 | R | R |

| | |
|--|----------|
| Sub-Total A: Preventative Maintenance (per annum) | R |
|--|----------|

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).

Part 2: Corrective maintenance

Any work not included under Part 1 shall be deemed Corrective maintenance (additional/non-scheduled work) and will be charged at the following rates:

Labour

| Item | Description | Normal hours (R/hour) | After hours (R/hour) | Sundays/public holidays (R/hour) |
|------|---------------------|-----------------------|----------------------|----------------------------------|
| 1 | Electrician | R | R | R |
| 2 | Technical Assistant | R | R | R |
| 3 | OEM Specialist | R | R | R |

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

Call-outs/Task Orders

| Description | Rate | Qty | Total |
|---|------|-----|----------|
| <u>Kimberley Airport:</u> | | | |
| Call-out fee: Includes first hour on site and travelling cost | R | 5 | R |
| Engineer / OEM Specialist | R | 2 | R |
| Electrician | R | 5 | R |
| Technical Assistant | R | 5 | R |
| Sub-Total B: Call-outs (per annum) | | | R |

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

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

Ad-hoc Maintenance

| Description | Total including mark-up | |
|--|-------------------------|---------------------|
| Third-party procured items or services | Provisional sum | R 250 000.00 |
| Sub-Total C: Ad-hoc Maintenance (per annum) | | R 250 000.00 |

Mark-up (third party procured items or services)

| Cost | Mark-up |
|---------------------|---------|
| R 0.01 – R 10 000 | % |
| R 10 001 – R 20 000 | % |

| | |
|-----------------------|---|
| Greater than R 20 001 | % |
|-----------------------|---|

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

Offered total of the Prices.

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

| Summary | |
|--|--------------|
| Sub-Total A: Preventative Maintenance (per annum) | R |
| Sub-Total B: Call-outs (per annum) | R |
| Sub-Total C: Ad-hoc Maintenance | R 250 000.00 |
| Total Value for 12 Months (Year 1) Exclusive of VAT | R |

Upington International Airport

Pricing schedule:

The following Pricing schedule is provided "as-is" for the benefit of the Bidder. ACSA cannot guarantee that it is complete in all respects. The Bidder is responsible for providing a Pricing schedule which is accurate, complete and in accordance with their proposal. Also, refer to scope of work for activities that need to be priced. Only items listed in this Pricing schedule may be billed to the Employer.

Part 1: Preventative Maintenance

| Item no. | Activity Description | Frequency | Quantity (per annum) | Amount (per single item) | Total (per annum) |
|----------|--|-----------|----------------------|--------------------------|-------------------|
| 1 | Safety File, in accordance with OHS Act of 1993 and the Construction Regulation of 2014. <i>Note: Please note that should the service provider currently have an approved Safety File on record with ACSA, no cost provision is required unless the Safety File needs to be updated.</i> | Once-off | 1 | R | R |
| 2 | Airport personnel access permits, airport vehicle access permits and parking fees. | Once-off | 1 | Provisional Sum | R 10 000 |
| 3 | PAPI'S Calibration | Annually | 1 | R | R |
| 4 | PAPI Verification <i>This Cost to include transportation</i> | Monthly | 12 | R | R |
| 5 | Photometric sensors calibration | Annually | 1 | R | R |

| | | | | | |
|--|---|----------|---|---|----------|
| 5 | All required labour, tools, equipment* and consumables for preventative maintenance and inspections: Upington International Airport. | Annually | 1 | R | R |
| Sub-Total A: Preventative Maintenance (per annum) | | | | | R |

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).

Part 2: Corrective maintenance

Any work not included under Part 1 shall be deemed Corrective maintenance (additional/non-scheduled work) and will be charged at the following rates:

Labour

| Item | Description | Normal hours (R/hour) | After hours (R/hour) | Sundays/public holidays (R/hour) |
|------|---------------------|-----------------------|----------------------|----------------------------------|
| 1 | Electrician | R | R | R |
| 2 | Technical Assistant | R | R | R |
| 3 | OEM Specialist | R | R | R |

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

Call-outs/Task Orders

| Description | Rate | Qty | Total |
|---|------|-----|----------|
| <u>Upington International Airport:</u> | | | |
| Call-out fee: Includes first hour on site and travelling cost | R | 5 | R |
| Engineer / OEM Specialist | R | 2 | R |
| Electrician | R | 5 | R |
| Technical Assistant | R | 5 | R |
| Sub-Total B: Call-outs (per annum) | | | R |

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

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

Ad-hoc Maintenance

| Description | Total including mark-up | |
|--|-------------------------|---------------------|
| Third-party procured items or services | Provisional sum | R 250 000.00 |
| Sub-Total C: Ad-hoc maintenance (per annum) | | R 250 000.00 |

Mark-up (third party procured items or services)

| Cost | Mark-up |
|-----------------------|---------|
| R 0.01 – R 10 000 | % |
| R 10 001 – R 20 000 | % |
| Greater than R 20 001 | % |

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

Offered total of the Prices.

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

| Summary | |
|--|--------------|
| Sub-Total A: Preventative Maintenance (per annum) | R |
| Sub-Total B: Call-outs (per annum) | R |
| Sub-Total C: Ad-hoc maintenance (per annum) | R 250 000.00 |
| Total Value for 12 Months (Year 1) Exclusive of VAT | R |

Expenditure over 60 Months Contract, including annual CPI price adjustments (As per Statistic SA)

| KIMBERLEY AIRPORT | |
|---|------------------------------|
| DESCRIPTION | TOTAL (Excluding VAT) |
| Sub-Total D: Total Value for 12 Months (Year 1) Exclusive of VAT (FROM ABOVE) | R |
| Sub-Total F: Years 2 (Year 1 Plus 6% CPI Escalation) | R |
| Sub-Total G: Years 3 (Year 2 Plus 6% CPI Escalation) | R |
| Sub-Total H: Years 4 (Year 3 Plus 6% CPI Escalation) | R |
| Sub-Total I: Years 5 (Year 4 Plus 6% CPI Escalation) | R |
| Estimated Contract Value for 5 years* (Excluding VAT) | R |
| Add 15% Vat | R |
| Sub-Total J: (Estimated Contract Value for 5 years* (Excluding VAT) + VAT 15%) | R |
| UPINGTON INTERNATIONAL AIRPORT | |
| Sub-Total K: Total Value for 12 Months (Year 1) Exclusive of VAT (FROM ABOVE) | R |
| Sub-Total L: Years 2 (Year 1 Plus 6% CPI Escalation) | R |
| Sub-Total M: Years 3 (Year 2 Plus 6% CPI Escalation) | R |
| Sub-Total N: Years 4 (Year 3 Plus 6% CPI Escalation) | R |

| | |
|---|----------|
| Sub-Total O: Years 5 (Year 4 Plus 6% CPI Escalation) | R |
| Estimated Contract Value for 5 years* (Excluding VAT) | R |
| Add 15% Vat | R |
| Sub-Total P: (Estimated Contract Value for 5 years* (Excluding VAT) + VAT 15%) | R |
| TOTAL CONTRACT VALUE FOR A PERIOD OF 60 MONTHS (TOTAL= Sub Total J + Sub Total P) <i>THIS AMOUNT TO BE CARRIED OVER TO FORM OF OFFER AND ACCEPTANCE</i> | R |

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

C3 Service Information

DESCRIPTION OF THE WORKS

Executive overview

The purpose of this tender is to provide maintenance service for grass cutting at Kimberley Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation legislation.

The specifications and requirements in this document comprise the description of the Works. The Contractor will be appointed directly by the Airports Company of South Africa.

Employer's requirements for the service

The objective is to maintain the serviceability of Airfield Ground Lighting infrastructure at Upington International Airport and Kimberly Airport in a sustainable manner, following OEM and industry best practice intervals, at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation such as OHSACT, ORHVS, SANS, ICAO, SACAA and IEC.

This scope entails the maintenance and repair of Airfield Ground Lighting infrastructure at Upington International Airport and Kimberly Airport. In brief, maintenance involves servicing, troubleshooting, repairs, and testing of all Airfield Lights, Cables, Transformers, Constant Current Regulators and associated communication and control systems. The scope includes:

Aeronautical Ground Lighting

Repairing primary circuits of all aeronautical, obstruction, windsock and apron lights. The contractor is to issue a comprehensive report with the results and analysis of the completed tests. Performing all preventative maintenance activities as identified under the recommended maintenance schedule in annex A.

PAPI Lights

Maintenance, repairs, testing, verification and calibration of Precision Approach Path Indicator (PAPI) lighting units.

Field Systems

Maintenance, repairing and testing of cables, plugs, windsocks, isolation transformers, plugs, and performing MALMS sensor calibrations.

Airfield Illuminated Signage

Maintenance, testing, and repairing airfield illuminable signs.

Maintenance, testing, and troubleshooting AGL control system/SCADA

Pricing Assumption

Recommended maintenance schedule

The frequency will be determined by the onsite conditions. Should the need arise to perform any of the services described in the Scope of Work, the service provider will be issued with a Task Order to perform the service at the affected area.

| Item | Category | Maintenance Activity | Frequency |
|------|--|---|-------------|
| | Threshold lights | 1) Clean and perform photometric testing 2) Assess and analyze the results | Quarterly |
| | Runway Edge light | 1) Clean and perform photometric testing 2) Assess and analyze the results | Quarterly |
| | Runway End light | 1) Clean and perform photometric testing 2) Assess and analyze the results | Quarterly |
| | Taxiway Edge lights | 1) Torque each light fitting 2) Check for corrosion, worn out parts and replace where required 3) Reseal all insert light fittings 4) Clean or replace prisms and filters on insert fittings | Annually |
| | Precision Approach Path Indicator | Perform PAPI's Calibration | Annually |
| | Precision Approach Path Indicator | Perform PAPI's Verification | Monthly |
| | Primary Cables, Plugs, Connectors and Isolating transformers | Check all connector plugs for cleanness, proper contact and replace where applicable | Bi-Annually |
| | Illuminable Signages | Clean signage front panel | Quarterly |

Extent of the works

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

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

The Contractor shall always remain responsible to ensure that the complement and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should

the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

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

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

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

Location of the works

The Works are located at Kimberley Airport and Upington International Airport on Airside. It is crucial for the Contractor to note that Kimberley Airport and Upington International Airport is a National Key Point and governed as such.

Employer's requirements for the service

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works. For each piece of equipment / scope of work, all work will be carried out to standards as required by the Aviation regulation and safety standards as well as any applicable governing law and/or regulations. Where standards differ from those required by this document the more stringent requirement shall apply.

The Contractor will be fully responsible for obtaining (and keeping up to date with) the said requirements. The Contractor's main objective is to ensure that all equipment and infrastructure is effectively maintained and operating within all the relevant safety and quality compliances to ensure reliability of services for airport operations. It is essential that preventative maintenance is administered at the appropriate intervals to achieve this objective.

PROCUREMENT

Preferential procurement procedures
Requirements

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

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

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

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

MANAGEMENT

Management of the works

Particular / generic specifications

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

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

Planning and programming

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

Normal airport operational hours shall be from 04:00 to 22:30 for every day of the year.

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

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

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

Methods and procedures

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

- Assisting with emergency repairs
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to passenger loading bridges
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of check-in of passenger loading bridges staff
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- Safe / legal disposal of used and irreparable spares

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

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

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

- cause a fire or safety hazard

Format of communications

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

Key personnel

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

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.

Electronic payments

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

Daily records

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

Monthly reports

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

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. the latest spares inventory
4. Asset register up to date including equipment data
5. Root cause analysis records
6. Safety/Environmental or legislative issues and compliance
7. Outstanding maintenance issues

The Contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

The Contractor shall be compensated for costs relating to the Employer's required permits, however, not for labour/time spent in obtaining it.

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

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

The following table is provided for illustration purposes, not all permits listed may be required for this service:

| Permit | Required by/for | Department |
|--|------------------------------------|-------------|
| AVOP – Airside Vehicle Operator permit | All drivers of vehicles on airside | ACSA Safety |
| Airside Vehicle Permit | All vehicles that enter airside | ACSA Safety |

| | | |
|-------------------------|---|---------------|
| Basement Parking permit | All vehicles allowed to enter the delivery basement | ACSA Parking |
| Personal permit | All persons employed on the airport | ACSA Security |
| Cell phone permit | All persons taking cell phones to airside | ACSA Security |
| Lap top permit | All persons taking lap top computers to airside | ACSA Security |
| Camera permit | All persons taking cameras or camera equipment to airside | ACSA Security |
| Hot Works Permit | All welding and/metal cutting work | ACSA Safety |

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

Proof of compliance with the law

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

Health and safety

Health and safety requirements and procedures

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.

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

All airside areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include 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.

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

CORRECTION OF DEFECTS

The Contractor shall report any defects (equipment & material) experienced whilst performing the services. Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA's premises. The Contractor shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

Pricing Assumption

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) as listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

The *Employer* will hold the *Contractor* liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

Defect free liability period

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

Penalty scheme

Parties agree to the following penalty scheme. The penalty scheme does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT. This addendum may not be terminated for convenience.

Penalties

ACSA must notify the contractor in writing of its intention to claim a penalty within 30 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Penalties are limited to a maximum of **R 10 000/month**.

Penalty breakdown

| | |
|---|--|
| Where a repair cannot be completed the same day due to the unavailability of a spare part | R 2 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative) |
| Leaving a breakdown unattended or incomplete for another day or shift. | R 2 000.00 (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work) |
| Not maintaining the required minimum on-site staff | R 1 000.00/position/day |

| | |
|---|-------------------------|
| requirements for planned maintenance. | |
| Safety infringement (for example: leaving moving machinery exposed) | R 5 000.00 per incident |
| Availability not meeting requirements | R 2 000.00 per month |
| Failure to meet response time as stated above | R 2 000.00 per call-out |

ANNEXES to C3 (Service information)

| Title | Annex number |
|------------------------------------|---------------------|
| Service Level Agreement | Annex A |
| Generic Safety File Requirements | Annex B |
| Environmental Terms and Conditions | Annex C |

SERVICE LEVEL AGREEMENT**Operational hours**

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

Normal airport operational hours shall be

Kimberley Airport: Mon-Fri 06:30 – 18:00; Sat 08:00 – 16:30; Sun 10:00 – 18:30

Upington International Airport: Mon-Fri 07:00 – 18:00; Sat 08:00 – 16:00; Sun 13:00 – 18:00

Normal Working Hours shall be 07:00 – 17:00

Minimum Staffing Schedule

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have mechanical/electrical experience. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the AGL Maintenance.

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

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

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

| Skill | Frequency |
|-------------------------|-----------------------------------|
| Site Manager | Planned and Unplanned Maintenance |
| Electrician | Planned and Unplanned Maintenance |
| Electrician Assistant | Planned and Unplanned Maintenance |
| Engineer/OEM Specialist | Planned and Unplanned Maintenance |

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

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

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

Response Times

| Description | Benchmark |
|--|---|
| Availability | Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; ➤ Lifts and stair lifts availability (per lift) shall be kept at or above 95% overall per month. |
| Response time | All breakdowns shall be responded to within: ➤ 12 hrs from the time the Contractor is notified of the breakdown - during normal working hours and after hours |
| Closure Duration | All breakdowns shall be resolved within: ➤ 8 hours from the time the Contractor arrives on site – during normal working hours ➤ 12 hours from the time the Contractor arrives on site -after hours |
| Elevator Occupied | All elevator occupied calls shall be responded within: ➤ 30 minutes from the time the Contractor is notified, and the passengers shall be released immediately. |
| % of planned maintenance completed per month | 100% of all planned maintenance shall be completed per month |
| Total breakdowns requiring a second level of response (the intervention of a Field Engineer or higher expertise) | ➤ All AGL Equipments breakdowns requiring a second level of response shall be resolved within 24 hours (subject to the lead time of required spares) and shall be limited to a total of 3 occurrences per month. |

The way the call outs are dispatched to the contractor shall be discussed with the Service Manager at specific sites as call logging procedures may differ from each site.

Human resources

The following minimum standards shall apply to resourcing:

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

Staff qualifications

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

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

The Contractor must comply and respond to the following:

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

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

Finally, once the problem has been resolved the contractor will advise the Service Manager of the resolution.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

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

Low service damages

Low service damages are limited to a maximum of **25% of the fixed cost /month**.

Service level table

| Low service damage Description | Amount |
|--|--|
| Failure to meet Response time | R 5000.00 (unless the delay to respond on time was agreed to by the Service Manager or his/her duly authorised |
| Where a repair cannot be completed the same day due to the unavailability of a spare part. | R 2 500.00 (unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative) |

| | |
|---|--|
| Leaving a breakdown unattended or incomplete for another day or shift | R 2 000.00 |
| Not meeting call response and closure time SLA. | (unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work) |
| Safety infringement (for example: leaving moving machinery exposed) | R 5 000.00 per incident |
| Availability not meeting requirements | R 2 000.00 per month |

ANNEX B**GENERIC SAFETY FILE REQUIREMENTS**

Make provision for the safety file – activities can only be carried out once the safety file is approved and a work permit is obtained from our local safety department at Kimberley Airport and Upington International Airport.- see list below. The list below is generic and only based on the specific scope of work will the applicable items become a requirement for compliance.

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Sub Contractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications
- Letters of appointment with competencies (where appointments are applicable depending on the task):
 - 1) OHS 16(1) CEO
 - 2) OHS 16(2) Assistant CEO
 - 3) CR 8.1 Construction work Manager
 - 4) CR 8.5 Construction H&S officer
 - 5) CR 8.7 Construction work Supervisor
 - 6) CR 8.8 Assistant Supervisor
 - 7) CR 9.1 Risk Assessor
 - 8) CR 13.1(a) Excavation Supervisor
 - 9) GAR 9 Incident Investigator
 - 10) GSR 9 First Aider

- 11) CR 24 & EMR 9 Electrical Tool Inspector
- 12) CR 29(H) Fire Fighting Equipment Supervisor
- 13) CR 23 Construction Vehicles & Mobile Plant Operator
- 14) GSR 13 Ladder Inspect
- 15) Portable (Hand) Tool inspector
- 16) CR 16.1 /SANS 085 Scaffolding Inspector
- 17) CR 28 (a) Stacking and Storage Supervisor
- 18) HCS Supervisor (HCS Regulations)
- 19) OHS 19 SHE Committee Members
- 20) OHS 17 Health & Safety Reprehensive

Note the safety file requirements is an inherent OHS act requirement for each of the scope of work activities above - and should be priced as part of the

ANNEX C (Contractor to fill in)

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

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

| ISSUE | REQUIREMENT |
|--|---|
| Environmental Policy | ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended, and implemented by all appointed Contractor staff. |
| Storm water, Soil and Groundwater Pollution | <ul style="list-style-type: none"> No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil, or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport. |
| Air Pollution | <ul style="list-style-type: none"> Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site. |
| Noise Pollution | <ul style="list-style-type: none"> All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise. |
| Waste Management | <ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste is not feasible. Under no circumstances shall solid or liquid waste be dumped, buried, or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company |

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| | <ol style="list-style-type: none"> 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous, and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p> |
| Handling & Storage of Hazardous Chemical Substances (HCS) | <ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored, and handled in accordance with Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional, and local legislation regarding the transport, storage, use and disposal of hazardous substances. |
| Water and Energy Consumption | the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage. |
| Training & Awareness | The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport. |

Low Service Damages

Low service damages shall be imposed by the Employer 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 low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at: _____ (airport name).