AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: SUPPLY, DELIVER AND COMMISION, SERVICE & MAINTAIN A 17 METRE TRAILER MOUNTED CHERRY PICKER – DIA5942/2019/RFP

TITLE OF PROJECT: SUPPLY, DELIVER AND COMMISION, SERVICE & MAINTAIN A 17 METRE TRAILER MOUNTED CHERRY PICKER

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at King Shaka International Airport

(Registration Number : 1993/004149/30)

and (TBA)

(Registration Number:____________________)

for SUPPLY, DELIVER AND COMMISION, SERVICE & MAINTAIN A 17 METRE TRAILER MOUNTED CHERRY PICKER FOR A PERIOD OF Five (5) YEARS AT KING SHAKA INTERNATIONAL AIRPORT (KSIA)

<table>
<thead>
<tr>
<th>Contents:</th>
<th>No of pages</th>
</tr>
</thead>
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<tr>
<td>Part C1 Agreements &amp; Contract Data</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C2 Pricing Data</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C3 Employer Service Information</td>
<td>[●]</td>
</tr>
</tbody>
</table>
PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer
The employer, identified in the acceptance signature block, wishes to enter into a contract for SUPPLY, DELIVER AND COMMISION, SERVICE & MAINTAIN A 17 METRE TRAILER MOUNTED CHERRY PICKER FOR A PERIOD OF Five (5) YEARS AT KING SHAKA INTERNATIONAL AIRPORT (KSIA).

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

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

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

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

for the contractor

Signature ........................................ Date .................................
Name ........................................ Capacity ...................................

(Name and address of organisation)

Name and signature

of witness ........................................ .................................

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

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3: Service information.
- Part C4: Site information

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

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

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

for the Employer

Signature .................................................. Date ..................................................
Name .................................................. Capacity ..................................................

Airports Company South Africa,

King Shaka International Airport

Name and signature of witness ..................................................

Schedule of Deviations

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.
C1.2 Contract Data

Part one - Data provided by the * Employer *

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General</td>
<td></td>
</tr>
</tbody>
</table>

The * conditions of contract * are the core clauses and the clauses for main Option:

A: Priced contract with price list
W1: Dispute resolution procedure

Dispute resolution Option:

X1 Price Adjustment for inflation
X2 Changes in the law
X17 Low service damages

and secondary Options:

X18: Limitation of Liability (as amended in Option Z)
X19 Task Order

Z: Additional conditions of contract

of the NEC3 Term Service Contract (April 2013)

10.1 The * Employer * is (Name):

Airports Company South Africa SOC Limited

Address

Airports Company South Africa SOC Limited
1 Canelands Drive,
Administration Office MSO Building
King Shaka International Airport
La Mercy
4407

10.1 The * Service Manager * is:

Mthokozisi Zungu

11.2(1) The * Accepted Plan * is

Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.

11.2(2) The * Affected Property * is

King Shaka International Airport
11.2(13) The Service is SUPPLY, DELIVER AND COMMISSION, SERVICE & MAINTAIN A 17 METRE TRAILER MOUNTED CHERRY PICKER FOR A PERIOD OF Five (5) YEARS AT KING SHAKA INTERNATIONAL AIRPORT (KSIA) as set out in Part C3 Service Information.

11.2(14) The following matters will be included in the Risk Register

- Access to Site
- Business Continuity (Civil unrest, employee strikes, weather conditions, staff turn over)
- Travelling public and ACSA stakeholders
- Progress of the works against the program
- No vehicles available to tow the cherry picker

11.2(15) The Service Information is in The section titled Service Information included as Part C3 of this document.

12.2 The law of the contract is the law of The Republic of South Africa

13.1 The language of this contract is English

13.3 The period for reply is 7 calendar days

21.1 The period within which the Contractor provides the Contractor’s Plan 30 calendar days from Contract Date

2 The Contractor’s responsibilities main Detailed in Part C3 (Service Information)

3 Time

30.1 The starting date is TBC

30.2 The Service Period is Five (5) years from the starting date

4 Testing and Defects No data is required for this section of the conditions of contract

5 Payment

50.1 The assessment interval is on the Four (4) weeks (not more than five)

51.1 The currency of this contract is the South African Rand (ZAR)
<p>| 51.2 | The period within which payments are made is | 30 days |
| 51.4 | The interest rate is | The prime lending rate of the Nedbank Bank, as determined from time to time. |
| 6   | Compensation events | No data is required for this section of the conditions of contract. |
| 7   | Title | No data is required for this section of the conditions of contract. |
| 8   | Risks and insurance | Refer to Part C1.4 |
| 83.2| The minimum amounts of cover or minimum limits of indemnity required for the insurance table | Refer to Part C1.4 |
| 9   | Termination | No data is required for this section of the conditions of contract. |
| 10  | Data for main Option clause | |
| A   | Priced contract with price list | Refer to Part C2 |
| 11  | Data for Option W1 | |
| W1.1| The Adjudicator is | The person appointed jointly by the parties from the list of adjudicators contained below |
| W1.2| The Adjudicator nominating body is | The current Chairman of Johannesburg Advocate’s Bar Council |
| W1.4| The tribunal is | Arbitration |
| W1.4| If the tribunal is arbitration, the arbitration procedure is | The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa) |
| W1.4| The place where arbitration is to be held is | Johannesburg, South Africa. |</p>
<table>
<thead>
<tr>
<th>W1.4</th>
<th>The person or organisation who will choose an arbitrator</th>
<th>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>12 Data for secondary Option</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X1 Price Adjustment for inflation</td>
<td>Not Applicable. Prices already include CPI. Refer Pricing Schedule</td>
</tr>
<tr>
<td></td>
<td>X2 Changes in the law</td>
<td>No data is required for this secondary option.</td>
</tr>
<tr>
<td></td>
<td>X18 Limitation of liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>X18.1 The Contractor’s liability to the Employer for indirect or consequential loss is limited to</td>
<td>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</td>
</tr>
<tr>
<td></td>
<td>X18.2 For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer’s property is limited to</td>
<td>The total of the Prices</td>
</tr>
<tr>
<td></td>
<td>X18.3 The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to</td>
<td>The total of the Prices</td>
</tr>
</tbody>
</table>
The Contractor’s total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to 

The Contractor’s total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The excluded matters are amounts payable by the Contractor as stated in this contract for:

- Loss of or damage to the Employer’s property,
- Defects liability,
- Insurance liability to the extent of the Contractor’s risks
- death of or injury to a person;
- infringement of an intellectual property right

<table>
<thead>
<tr>
<th>Z</th>
<th>The Additional conditions of contract are</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amendments to the Core Clauses</td>
</tr>
<tr>
<td>Z1</td>
<td>Interpretation of the law</td>
</tr>
<tr>
<td>Z1.1</td>
<td>Add to core clause 12.3:</td>
</tr>
<tr>
<td></td>
<td>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the Service Manager, the Supervisor, or the Adjudicator does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.</td>
</tr>
<tr>
<td>Z2</td>
<td>Providing the Service:</td>
</tr>
<tr>
<td>Z2.1</td>
<td>Delete core clause 20.1 and replace with the following:</td>
</tr>
<tr>
<td></td>
<td>The Contractor provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.</td>
</tr>
<tr>
<td>Z5</td>
<td>Termination</td>
</tr>
<tr>
<td>Z5.1</td>
<td>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.</td>
</tr>
</tbody>
</table>

Amendment to the Secondary Option Clauses
### Limitation of liability:

**Insert the following new clause as Option X18.6:**

**Z7.1** The Employer's liability to the Contractor for the Contractor's indirect or consequential loss is limited to R0.00

**Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the Contractor shall be excluded from the calculation of the limitations of liability listed in the contract.

### Additional Z Clauses

#### Cession, delegation and assignment

**Z8.1** 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 not) of the Contractor.

**Z8.2** The Employer may cede and delegate its rights and obligations under this contract to any person or entity.

#### Joint and several liability

**Z9.1** 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 the Contract.

**Z9.2** The Contractor shall, within 1 week of the Contract Date, notify the Service Manager and the Employer of the key person who has the authority to bind the Contractor on their behalf.

**Z9.3** 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.

#### Ethics

**Z10.1** The Contractor undertakes:

**Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.2 The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Service Manager or the Employer, which consent shall not be unreasonably withheld.

Z11.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Service Manager.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the Contractor for the purposes of the implementation of this agreement. The Contractor undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Service Manager. All rights in and to all such images vests exclusively in the Employer.
Z11.5 The Contractor ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 **Employer’s Step-in rights**

Z12.1 If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the Service Manager, the Employer, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the Contractor) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the Contractor.

Z12.2 The Contractor co-operates with the Employer and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the Contractor under the contract or otherwise for and/or in connection with the works) and generally does all things required by the Service Manager to achieve this end.

Z13 **Liens and Encumbrances**

Z13.1 The Contractor keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The Contractor, vis-a-vis the Employer, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the Employer, waive all liens they may have or become entitled to over such Equipment from time to time.

Z14 **Intellectual Property**

Z14.1 Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.

Z14.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the works.

Z14.3 The Contractor gives the Employer an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works.

Z14.4 The written approval of the Contractor is to be obtained before the Contractor’s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Contractor’s IP available to any third party the Employer shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Employer would use to protect its IP.

Z14.5 The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights (“the claim”), which arises out of or in relation to:
Z14.5.1 the Contractor's design, manufacture, construction or execution of the Works

Z14.5.2 the use of the Contractor's Equipment, or

Z14.5.3 the proper use of the Works.

Z14.6 The Employer shall, at the request and cost of the Contractor, assist in contesting the claim and the Contractor may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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### Dispute resolution:

#### Appointment of the Adjudicator

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

The Parties appoint the **Adjudicator** under the NEC3 Adjudicator’s Contract, April 2013.

<table>
<thead>
<tr>
<th>Name</th>
<th>Location</th>
<th>Contact details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adv. Ghandi Badela</td>
<td>Gauteng</td>
<td>+27 11 282 3700 @<a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td>
</tr>
<tr>
<td>Mr. Errol Tate Pr. Eng.</td>
<td>Durban</td>
<td>+27 11 262 4001 @<a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td>
</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
<td>Gauteng</td>
<td>+27 11 535-1800 @<a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555 @<a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281 @<a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo (Quantity Surveyor)</td>
<td>Pretoria</td>
<td>+27 12 349 2027 @<a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
</tr>
</tbody>
</table>
### Z15.2 Appointment of the Arbitrator

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

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</tr>
<tr>
<td>Adv. Saleem Ebrahim</td>
<td>Gauteng</td>
<td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td>
</tr>
<tr>
<td>Mr. Sebe Msutwana Pr. Eng.</td>
<td>Gauteng</td>
<td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td>
</tr>
<tr>
<td>Mr. Sam Amod</td>
<td>Gauteng</td>
<td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td>
</tr>
<tr>
<td>Adv. Sias Ryneke SC</td>
<td>Gauteng</td>
<td>083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td>
</tr>
<tr>
<td>Mr. Emeka Ogbugo (Quantity Surveyor)</td>
<td>Pretoria</td>
<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
</tr>
</tbody>
</table>

### Z16 Notification of a compensation event

**Z16.1** Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.”

### Z17 BBBEE and Tax Clearance Certificates

**Z17.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z18 Communication

Z18.1 Add a new Core Clause 14.5 and 14.6 to read as follows:

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

Z18.2 The Service Manager requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 Delegation

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

Z19.1 As part of this contract the Contractor acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.
## PART C1.2b CONTRACT DATA

### PART TWO – DATA PROVIDED BY THE CONTRACTOR

<table>
<thead>
<tr>
<th>Clause</th>
<th>Statement</th>
<th>Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>The Contractor is (Name):</td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Telephone No.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fax No.</td>
</tr>
<tr>
<td>11.2</td>
<td>The <em>working areas are</em></td>
<td>See C3 ‘Service Information’</td>
</tr>
<tr>
<td>24.1</td>
<td>The <em>Contractor’s Key people are</em>: CV’s to be appended to Tender Schedule</td>
<td></td>
</tr>
</tbody>
</table>

- **Name:**
- **Job:**
- **Responsibility:**
- **Qualifications:**
- **Experience:**

- **Name:**
- **Job:**
- **Responsibility:**
- **Qualifications:**
- **Experience:**
Name:
Job:
Responsibility:
Qualifications:
Experience:

<table>
<thead>
<tr>
<th>11.2</th>
<th>The following matters will be included in the Risk Register</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Access to Site</td>
</tr>
<tr>
<td></td>
<td>• Business Continuity (Civil unrest, strikes, weather conditions, staff turnover)</td>
</tr>
<tr>
<td></td>
<td>• Travelling public and ACSA stakeholders</td>
</tr>
<tr>
<td></td>
<td>• Progress of the works against the program</td>
</tr>
<tr>
<td></td>
<td>• No vehicles available to tow the cherry picker</td>
</tr>
</tbody>
</table>
PART C1: AGREEMENTS AND CONTRACT DATA
C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

To assist Airport Company South Africa (ACSA) in order to comply with the requirements of:
1. The Occupational Health & Safety (Act 85 of 1993) and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).

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

The parties to this Agreement are:

<table>
<thead>
<tr>
<th>Name of Organisation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIRPORTS COMPANY SOUTH AFRICA</td>
</tr>
<tr>
<td>KING SHAKA INTERNATIONAL AIRPORT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Physical Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport Company South Africa</td>
</tr>
<tr>
<td>Airports Company South Africa SOC Limited</td>
</tr>
<tr>
<td>1 Canelands Drive,</td>
</tr>
<tr>
<td>Administration Office MSO Building</td>
</tr>
<tr>
<td>King Shaka International Airport</td>
</tr>
<tr>
<td>La Mercy</td>
</tr>
<tr>
<td>4407</td>
</tr>
</tbody>
</table>

Hereinafter referred to as “Client”

<table>
<thead>
<tr>
<th>Name of organisation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXX</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Physical Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXX</td>
</tr>
</tbody>
</table>

Hereinafter referred to as “the Mandatary/ Principal Contractor”
MANDATORY’S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatory on the Client’s premises must be performed under the
close supervision of the Mandatory’s employees who are to be trained to understand the hazards associated with any work that the Mandatory performs on the Client’s premises.

2. The Mandatory shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatory assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

3. The Mandatory shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

4. The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client’s premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatory 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 Mandatory shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatory 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 Mandatory or contractor on the Client’s premises.

10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatory to the Provincial Director: Department of Labour as well as to the Client.

11. No user shall be made by the Mandatory 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 Mandatory shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.

13. The Mandatory 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 Mandatory 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 Mandatory. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatory. A copy of this letter must be made available to the Client.

2. The Mandatory 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 Mandatory 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 Mandatory understands that no work may commence on the Client’s premises until this procedure is duly completed, signed and received by the Client.

5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.
ACCEPTANCE BY MANDATARY

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

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

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

Expiry date ……………………………………………………………………………………………

SIGNATURE ON BEHALF OF MANDATARY .......................................................... DATE

(Warrant his authority to sign)

SIGNATURE ON BEHALF OF THE CLIENT .......................................................... DATE

AIRPORT COMPANY SOUTH AFRICA

Page 21 of 47
PART C1: AGREEMENTS AND CONTRACT DATA
C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

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

SECTION A: DEFINITIONS

Landside refers to:

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

Airside refers to:

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

SECTION B: INSURANCE CLAUSES

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

1.1 Contract Works

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

1.2 Public Liability

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

1.3 Professional Indemnity

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

2. Insurance requirements for contracts below R50million on the AIRSIDE

2.1 Contract Works

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

2.2 Public Liability

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

2.3 Professional Indemnity

• All consultants are responsible for Professional Indemnity cover of R5 million
• Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5 million.
• In the event of a claim above R5 million, the ACSA PI cover will kick in for the amount in excess of R5 million.
• Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

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

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

3.1 Contract Works

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

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

3.2 Public Liability

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

3.3 Professional Indemnity

• All consultants are responsible for Professional Indemnity cover of R10 million
• Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10 million
• In the event of a claim above R10 million, the ACSA PI cover will kick in for the amount in excess of R10 million
• Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.
4. Insurance requirements for contracts with a value above R50 million on the AIRSIDE

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

4.1 Contract Works

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

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

4.2 Public Liability

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

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.
PART C2: PRICING DATA
C2.1 Pricing Assumptions

1. PRICE AND B-BBEE:

This is the final stage of the evaluation process and will be based on the PPPFA Preference Point System of 80/20 where Price will amount to 80 points, and B-BBEE will amount to 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation, unless objective criteria exists, justifying an award to another bidder or ACSA splits the award or cancels the bid, etcetera. Pricing schedule is to be completed. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

2. PRICING INSTRUCTIONS:

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

2.2 Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.

2.3 A detailed breakdown of costs to be attached.

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

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

2.6 Quarterly and Annual Maintenance price:

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

2.7 Bidder’s Offers that contain correctional fluid will be disqualified

2.8 The use of correctional fluid is strictly prohibited and All corrections to be countersigned

2.9 Task Order Pricing

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

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

2.9.3 Where the repairs exceed two (2) hours the hourly rate quoted in the Labour Rate schedule will apply.
2.9.4 Where the yearly Task Orders as been exhausted, the hourly rate and travelling rate will apply as quoted in the table below and PRICING SCHEDULE respectively.

2.10 Critical Spares Holding:

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

2.10.2 Pricing for the Spares shall include delivery cost.

2.11 Permit costs:

   Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
   No mark-up to be levied on Permit costs.
   All employees will be checked for criminal records and no permit will be granted to those with criminal records.
   Cost for lost permits and new employees will not be reimbursed by ACSA.

2.12 3rd Party Procured Items and Services:

   Spares (material) and sub-contracted work will be charged at cost plus mark-up.
   VAT shall not form part of mark-up calculations.
   ACSA shall provide the storeroom where the materials will be stored.
   The procured spares/materials quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
   All material supplied must be SABS approved.

2.13 The Bid offer must be inclusive of VAT.

2.14 The VAT portion must be indicated separately.

2.15 Payment for this contract will be against proven cost.
## C2.2 The Price List

### 1. Pricing Schedule 1:

#### SECTION A. Purchase of Cherry picker

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Supply and delivery of the cherry-picker of the spec provided above, to King Shaka int. Airport.</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Licensing of the equipment</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.3</td>
<td>Onsite commissioning inclusive of operating manuals</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.4</td>
<td>Warrantee for 2 years</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.5</td>
<td>Safety file</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.6</td>
<td>Permits</td>
<td>Sum</td>
<td>R5000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Sub-total-A Excl. VAT**

#### SECTION B. Service level agreement to perform scheduled maintenance and attend to call out a period of Five (5) years:

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Quarterly Maintenance as per OEM requirements</td>
<td>03</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.2</td>
<td>Annual Maintenance (Major Service) including load test</td>
<td>01</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub-total-B Excl. VAT**
Carryover section B to the below table for Five-year price schedule with CPI index of 6% escalation.

<table>
<thead>
<tr>
<th>Period</th>
<th>Value</th>
<th>CPI</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1</td>
<td>(Section B)</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>Year 2</td>
<td>Total from year 1</td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>Year 3</td>
<td>Total from year 2</td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>Year 4</td>
<td>Total from year 3</td>
<td>6%</td>
<td></td>
</tr>
<tr>
<td>Year 5</td>
<td>Total from year 4</td>
<td>6%</td>
<td></td>
</tr>
</tbody>
</table>

NB: Carry over the fifth-year total to the summary page.

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price brought forward for Section A</td>
<td>R</td>
</tr>
<tr>
<td>Price brought forward for Five YEAR</td>
<td>R</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
</tr>
<tr>
<td>VAT@ 15%</td>
<td></td>
</tr>
<tr>
<td>Final Total</td>
<td></td>
</tr>
</tbody>
</table>
LABOUR RATES SCHEDULE – Bidder to complete

<table>
<thead>
<tr>
<th>Skill</th>
<th>Normal Hourly Rate</th>
<th>After Hours Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Weekdays</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Labour Conditions

*All rates to exclude vat.

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

TRAVEL RATE SCHEDULE – Bidder to complete

<table>
<thead>
<tr>
<th>Rate per km</th>
<th>Distance in KM (return trip)</th>
<th>Total per trip Excluding VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>R</td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

Mark-Up of 3rd Party Procurement:

1.1 Spares and sub-contracted work will be charged at cost plus mark-up.

1.2 VAT shall not form part of mark-up calculations.

1.3 Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
Mark-Up (Bidder to complete)

Indicate % Mark-Up on 3rd Party procured items and Services

<table>
<thead>
<tr>
<th>Value of Item or Services</th>
<th>Mark Up Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>R0 - R2,000</td>
<td>%</td>
</tr>
<tr>
<td>R2,001 - R5,000</td>
<td>%</td>
</tr>
<tr>
<td>R5,001 - R10,000</td>
<td>%</td>
</tr>
<tr>
<td>R10,001 - R50,000</td>
<td>%</td>
</tr>
<tr>
<td>Over R50,000</td>
<td>%</td>
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</table>
PART 3: SERVICE INFORMATION

<table>
<thead>
<tr>
<th>Document reference</th>
<th>Title</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>C3.1</td>
<td>This cover page</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Employer's Service Information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total number of pages</td>
<td></td>
</tr>
</tbody>
</table>

Develop Scope of Work using guidance provided. Note that this document is merely a guideline of what to include in the scope of work. The contract manager will be required to apply his / her mind and delete or add any information required, depending on the nature of the works. Where the contract requires information to be included in the scope of works, the relevant heading will contain a footnote indicating that the information is compulsory. Complete this document by replacing the guidance notes in [square brackets] with the relevant information. When the document is complete, delete this note and ALL footnotes.

For further guidance refer to guidance notes on CIDB website: http://www.cidb.org.za/procurement/procurement_toolbox/overview/contract_sec/default.aspx

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PART C3: EMPLOYER’S SERVICE INFORMATION

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When the document is complete, insert a ‘Table of Contents’. To do this go to: Insert, → Reference, → Index and tables → Table of Contents. Three levels and the title (but not the subtitle) may be shown if the formats used in this template are retained.

Otherwise insert list of contents manually.

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<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
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Description of the service

The objective is to source a suitable service provider to supply, deliver and commission, service & maintain a trailer mounted cherry picker with a 17 metre working height. The service and maintenance is for a period of five (5) years which includes the activities listed in the Employer’s requirements below. The cherry picker must be able to handle 200kg safe working load and carry at least two people.

Interpretation and terminology

The following abbreviations are used in this Service Information:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Meaning given to the abbreviation</th>
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<tbody>
<tr>
<td>FAA</td>
<td>Federal Aviation Administration</td>
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<tr>
<td>ICAO</td>
<td>International Civil Aviation Organisation</td>
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<tr>
<td>AGL</td>
<td>Aeronautical Ground Lighting</td>
</tr>
<tr>
<td>ACSA</td>
<td>Airports Company South Africa</td>
</tr>
<tr>
<td>SACAA</td>
<td>South African Civil Aviation Authority</td>
</tr>
<tr>
<td>AC</td>
<td>Advisory circular</td>
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<tr>
<td>CAT</td>
<td>Category</td>
</tr>
<tr>
<td>CCR</td>
<td>Constant current regulator</td>
</tr>
<tr>
<td>FOD</td>
<td>Foreign object debris</td>
</tr>
<tr>
<td>LED</td>
<td>Light emitting diode</td>
</tr>
<tr>
<td>MTBF</td>
<td>Mean time before failure</td>
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</table>
Management strategy and start up.

The Contractor’s plan for the service

The contractor will perform maintenance as per the pricing schedule.

Timelines:

The Service Provider to indicate the duration of time it will take to conduct scheduled maintenance.

Response Times:

95% of all breakdowns shall be responded to within one hour. Response time shall be measured as the time taken from reporting the call, to the time the technician arriving at the relevant piece of equipment.

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.

ACSA 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.

Management meetings

The Service provider will meet the ACSA contract manager on a quarterly basis and or after all major ad hoc emergency services and or as and when required. Service level performance assessment to be conducted. All meetings to be attended by the service providers manager and if required CEO or appointed delegate.

The service provider will meet the ACSA Supply Chain Contracts division on a quarterly basis or when required. Contract performance assessment to be conducted. Verification of B-BBEE, SARS and Letter of Good Standing to be conducted. All meetings to be attended by the service providers manager as well as CEO or appointed delegate.

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

<table>
<thead>
<tr>
<th>Title and purpose</th>
<th>Approximate time &amp; interval</th>
<th>Location</th>
<th>Attendance by:</th>
</tr>
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<tr>
<td>Risk register and compensation events</td>
<td>TBD</td>
<td>KSIA</td>
<td>Employer and contractor</td>
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<tr>
<td>Overall contract progress and feedback</td>
<td>Quarterly</td>
<td>KSIA</td>
<td>Employer and Contractor</td>
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</table>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the Service Manager by the person convening the meeting within five days of the meeting.
All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

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

The contract will be evaluated on the following basis:

Response times, closure and priority ratings to all calls and requests.

Quality of workmanship including that of subcontractors.

Safety; housekeeping and overall cleanliness rating.

Customer / client focus.

Compliance to uniform, PPE and Permit use.

Condition of user equipment.

Continued operations improvement initiatives.

Supplier assessment will be done monthly based on:

On time submission of invoices and supporting documentation.

Supplier relation management,

Non-Conformances received.

Performance Management:

This tender has a performance management system where the service provider is evaluated on a quarterly basis.

The points allocated for the performance range from one (1) - poor to five (5) - excellent.

If the service provider’s service is less than satisfactory three (3), the service provider will be informed and instructed to rectify the shortcomings within a said period.

If the situation is not rectified, further steps may be taken and may lead to a contract being terminated or not renewed.

**Provision of bonds and guarantees**

Supplied equipment shall come with at least a Warrantee for 2 years
Invoicing and payment

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

Thirty (30) days from date of

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

The Contractor shall address the tax invoice to
King Shaka International Airport
La Mercy
4407

and include on each invoice the following information:

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

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

Insurance provided by the Employer

Refer to part C1.4

Training workshops and technology transfer

Technology transfer shall be done by the awarded service provider to ACSA staff during Onsite commissioning inclusive of operating manuals handing over.

Design and supply of Equipment

N/A

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

Equipment

N/A

Information and other things

All service reports and documentation to be submitted to the Employer at end of the service period.
Management of work done by Task Order

| Services to be provided on an as and when basis in terms of Task Orders issued for pre identified and pre priced service and using the rates stipulated in the price list to arrive at the task order price. |

Health and safety, the environment and quality assurance

Health and safety risk management

DISPOSAL REQUIREMENTS

King Shaka International Airport has been recommended for ISO 14001-2015 accreditation. As such, we strive to continuously improve our operations thus minimising our impact on the environment. We therefore want to ensure that our service providers comply with all environmental requirements whilst operating on our site.

Disposal during and after contract period:

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

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

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

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The successful bidder is expected to sign the undertaking in this regard as attached. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

The Safety File for all works must be handed to ACSA safety department at least 10 days prior to doing any work.

Hot works permit is obtainable from Safety Department – Prior arrangement must be made before execution of work.

Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place at the airport.
The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners and/or members of the public may institute against the Contractor.

Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA’s SHE Representative, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

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

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

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building
- Multi-Storey Office (MSO) Building

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

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

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

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.
The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

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

The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer’s representative. This shall as a minimum include safety shoes, overalls (clearly marked with Contractor’s company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor’s account.

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

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

Spares (material) and sub-contracted work will be charged at cost plus mark-up. VAT shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted. All material supplied must be accredited to a relevant quality standard e.g. SABS. The procured spares/materials quotes must be market related and contractor to provide an invoice from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

The Tender offer must be inclusive of VAT. The VAT portion must be indicated separately.

**People**

**Minimum requirements of people employed**

No minimum requirements of people employed on site

**BBBEE and preferencing scheme**

The contractor must maintain the BBBEE level they had upon award and must inform the service manager should there be any changes

**Subcontracting**

**Preferred subcontractors**

No preferred subcontractor by employer

**Subcontract documentation, and assessment of subcontract tenders**

N/A

**Limitations on subcontracting**

The contractor may not subcontract more than 20% of the works where a subcontractor is not an EME

**Attendance on subcontractors**

N/A

**Plant and Materials**

**Specifications**

Specifications of the material must comply with original equipment manufacture (OEM). The repairs must comply with the service level table mentioned in the service information.
Correction of defects
Defects must be corrected as per the service level table. Should spare parts need to be procured or a new item, it should be as per original manufacture.

Contractor’s procurement of Plant and Materials
The contractor to ensure that the material procured are compliant with the stipulated standards in then service information.

Tests and inspections before delivery
A proof of factory testing will be required before delivery of equipment.

Plant & Materials provided “free issue” by the Employer
Plant and material storage is the responsibility of the contractor. The contractor to clearly state the lead times on contractor procurement of plant & material.
Working on the Affected Property

KSIA is a national key point and therefore access is restricted. Upon award the contractor will need to go through induction to obtain permits. All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.

People restrictions, hours of work, conduct and records

It is expected that contractors wear visible company uniform or reflector jackets with contractor name. Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA KSIA Permit Office. The Service Provider will be liable for cost of these permits and induction courses.

Permits are cards issued to persons employed and operational vehicles owned by airport based companies.

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

Environmental controls, fauna & flora

Refer to Environmental Clauses above

Records of Contractor’s Equipment

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

Site services and facilities

Provided by the Employer

The contractor shall be entitled to use such supplies of electricity and water as may be available on site for the purpose of the work and at his own expense shall provide any apparatus necessary for such use. The contractor shall notify the employer of any equipment or facility, which will be a consumer of electricity and water.
Provided by the Contractor

Contractors to equip themselves, whether owned or hired, with any necessary resources to conduct work as per this contract. Facilities e.g vehicle, equipment provided by the contractor should be safeguarded by the contractor during construction and moved off site after completion of the works.

Control of noise, dust, water and waste

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Hook ups to existing works

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Tests and inspections

Description of tests and inspections

Inspections on the affected infrastructure shall be done as stipulated on in service information and records must be submitted to the service manager in a template agreed on between the contractor and the employer.

All tests stipulated in the service information should be carried out as such and recorded results to be submitted to the service manager.

Materials facilities and samples for tests and inspections

TBD

List of drawings

Drawings issued by the **Employer**

This is the list of drawings issued by the Employer at or before the Contract Date and which apply to this contract.

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<th>Revision</th>
<th>Title</th>
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PART C4: SITE INFORMATION

The Services are required at King Shaka International Airport (KSIA) landside which will be for a period of five (5) years.