AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: DIA6146/2019/RFP

TITLE OF PROJECT: COLLECTION AND TESTING OF POTABLE WATER FOR A PERIOD OF 5 YEARS AND A ONCE OFF CLEANING OF WATER STORAGE TANKS AT KING SHAKA INTERNATIONAL AIRPORT

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration Number : 1993/004149/30)

and TBA

(Registration Number : ___________________) for

COLLECTION AND TESTING OF POTABLE WATER FOR A PERIOD OF 5 YEARS AND A ONCE OFF CLEANING OF WATER STORAGE TANKS AT KING SHAKA INTERNATIONAL AIRPORT

<table>
<thead>
<tr>
<th>Contents:</th>
<th>No of pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part C1 Agreements &amp; Contract Data</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C2 Pricing Data</td>
<td>[●]</td>
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<tr>
<td>Part C3 Employer Service Information</td>
<td>[●]</td>
</tr>
<tr>
<td>Part C4 Site 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 Collection and Testing of Potable water for a period of 5 years and a once off cleaning of water storage tanks at 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) .................................................................

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 fulfill 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
LA MERCY

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

Schedule of Deviations

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

2 Subject ..................................
Details ..................................
..................................
..................................
..................................

3 Subject ..................................
..................................
..................................
..................................
..................................
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><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The <em>conditions of contract</em> are the core clauses and the clauses for main Option:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>dispute resolution Option:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>and secondary Options:</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>A:</strong> Priced contract with price list</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>W1:</strong> Dispute resolution procedure</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>X1:</strong> Price Adjustment for inflation</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>X2:</strong> Changes in the law</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>X18:</strong> Limitation of Liability (as amended in Option Z)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>X19:</strong> Task Order</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Z:</strong> Additional conditions of contract</td>
<td></td>
</tr>
</tbody>
</table>

of the NEC3 Term Service Contract (April 2013)

10.1 The *Employer* is (Name): **Airports Company South Africa SOC Limited**

Address **KING SHAKA INTERNATIONAL AIRPORT, LA MERCY**

10.1 The *Service Manager* is: **Mzokhona Dlamini**

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, LA MERCY**

11.2(13) The *Service is* **COLLECTION AND TESTING OF POTABLE WATER FOR A PERIOD OF 5 YEARS AND A ONCE OFF CLEANING OF WATER STORAGE TANKS AT KING SHAKA INTERNATIONAL AIRPORT**

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

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 |

<p>| 2 | The Contractor’s main responsibilities | 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 |
| 51.1 | The currency of this contract is the | South African Rand (ZAR) |
| 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 |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>9</strong></td>
<td>Termination</td>
<td><strong>No data is required for this section of the conditions of contract.</strong></td>
</tr>
<tr>
<td><strong>10</strong></td>
<td>Data for main Option clause</td>
<td></td>
</tr>
<tr>
<td><strong>A</strong></td>
<td>Priced contract with price list</td>
<td>Refer to Part C2</td>
</tr>
<tr>
<td><strong>11</strong></td>
<td>Data for Option W1</td>
<td></td>
</tr>
<tr>
<td>W1.1</td>
<td>The Adjudicator is</td>
<td>The person appointed jointly by the parties from the list of adjudicators contained below</td>
</tr>
<tr>
<td>W1.2</td>
<td>The Adjudicator nominating body is</td>
<td>The current Chairman of Johannesburg Advocate’s Bar Council</td>
</tr>
<tr>
<td>W1.4</td>
<td>The tribunal is</td>
<td>Arbitration</td>
</tr>
<tr>
<td>W1.4</td>
<td>If the tribunal is arbitration, the arbitration procedure is</td>
<td>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)</td>
</tr>
<tr>
<td>W1.4</td>
<td>The place where arbitration is to be held is</td>
<td>Johannesburg, South Africa.</td>
</tr>
<tr>
<td>W1.4</td>
<td>The person or organisation who will choose an arbitrator</td>
<td>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.</td>
</tr>
<tr>
<td><strong>12</strong></td>
<td>Data for secondary Option</td>
<td></td>
</tr>
<tr>
<td><strong>X1</strong></td>
<td>Price Adjustment for inflation</td>
<td>The index referred to in this clause shall be deemed to refer to the CPI index on the starting date as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary</td>
</tr>
<tr>
<td><strong>X2</strong></td>
<td>Changes in the law</td>
<td>No data is required for this secondary option.</td>
</tr>
<tr>
<td><strong>X18</strong></td>
<td>Limitation of liability</td>
<td></td>
</tr>
<tr>
<td><strong>X18.1</strong></td>
<td>The Contractor’s liability to the Employer for indirect or consequential loss is limited to</td>
<td><strong>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</strong></td>
</tr>
<tr>
<td>X18.2</td>
<td>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>X18.3</td>
<td>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>
<tr>
<td>X18.4</td>
<td>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</td>
<td>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:</td>
</tr>
<tr>
<td></td>
<td>- Loss of or damage to the Employer’s property,</td>
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<td></td>
<td>- Defects liability,</td>
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<td>- Insurance liability to the extent of the Contractor’s risks</td>
<td></td>
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<td></td>
<td>- death of or injury to a person;</td>
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<td></td>
<td>- infringement of an intellectual property right</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Z</th>
<th>The Additional conditions of contract are</th>
</tr>
</thead>
</table>

**Amendments to the Core Clauses**

<table>
<thead>
<tr>
<th>Z1</th>
<th>Interpretation of the law</th>
</tr>
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</table>

**Z1.1 Add to core clause 12.3:**

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the 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.

<table>
<thead>
<tr>
<th>Z2</th>
<th>Providing the Service:</th>
</tr>
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</table>

**Z2.1 Delete core clause 20.1 and replace with the following:**

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.
**Z5 Termination**

**Z5.1** Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or": “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.

**Amendment to the Secondary Option Clauses**

**Z7 Limitation of liability:**

Insert the following new clause as Option X18.6:

**Z7.1** The 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**

**Z8 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.

**Z9 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.

**Z10 Ethics**
Z10.1 The Contractor undertakes:

Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the Employer is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z10.2 The Contractor's breach of this clause constitutes grounds for terminating the Contractor's obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

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

Z11 Confidentiality

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

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

Z11.3 This undertaking shall not apply to –

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

Z11.3.2 Information which the Contractor is required by law to disclose, provided that the Contractor notifies the Employer prior to disclosure so as to enable the Employer to take the appropriate action to protect such information. The Contractor may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the Contractor, enters the public domain or to information which was already in the possession of the Contractor at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the works or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the Service Manager. All rights in and to all such images vests exclusively in the Employer.

Z11.5 The Contractor ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

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

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

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

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

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

Z14.3 The Contractor gives the Employer an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the works for the purposes of constructing, repairing, demolishing, operating and maintaining the works.
Z14.4 The written approval of the Contractor is to be obtained before the Contractor's IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any Contractor's IP available to any third party the Employer shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the Employer would use to protect its IP.

Z14.5 The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:

Z14.5.1 the Contractor's design, manufacture, construction or execution of the Works

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

Z14.5.3 the proper use of the Works.

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

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator
An *Adjudicator* is appointed 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.

### Panel of Adjudicators

<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:

<table>
<thead>
<tr>
<th>Name</th>
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<tr>
<td>Adv. Ghandi Badela</td>
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<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>

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></td>
</tr>
<tr>
<td></td>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>11.2</td>
<td>The working areas are</td>
<td>See C3 ‘Service Information’</td>
</tr>
<tr>
<td>24.1</td>
<td>The Contractor’s Key people are:</td>
<td><strong>CV’s to be appended to Tender Schedule</strong></td>
</tr>
<tr>
<td></td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibility:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibility:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Responsibility:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>
11.2 The following matters will be included in the Risk Register

<table>
<thead>
<tr>
<th>[THE BELOW IS AN EXAMPLE – CHOOSE WHICHEVER IS APPLICABLE]</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Existing Services</td>
</tr>
<tr>
<td>• Access to Site</td>
</tr>
<tr>
<td>• Delay in supply of material and/or equipment</td>
</tr>
<tr>
<td>• Progress of the works against the program</td>
</tr>
<tr>
<td>• Travelling public and ACSA stakeholders</td>
</tr>
</tbody>
</table>
PART C1: AGREEMENTS AND CONTRACT DATA

[EACH AIRPORT TO CONFIRM WITH SAFETY DEPARTMENTS WHETHER THERE IS ADDITIONAL SAFETY DOCUMENTATION TO BE ATTACHED THAT CONTRACTOR SHOULD BE AWARE OF]

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>
<th>AIRPORTS COMPANY SOUTH AFRICA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KING SHAKA INTERNATIONAL AIRPORT</td>
</tr>
<tr>
<td>Physical Address:</td>
<td>Airport Company South Africa</td>
</tr>
<tr>
<td></td>
<td>1 Canelands Drive,</td>
</tr>
<tr>
<td></td>
<td>Administration Office MSO Building</td>
</tr>
<tr>
<td></td>
<td>KING SHAKA INTERNATIONAL AIRPORT</td>
</tr>
<tr>
<td></td>
<td>LA MERCY</td>
</tr>
<tr>
<td></td>
<td>4407</td>
</tr>
</tbody>
</table>

Hereinafter referred to as “Client”

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

<table>
<thead>
<tr>
<th>Physical Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></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. “Mandatary” is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant

3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE 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 Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

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

7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.

8. This Agreement shall be binding for all work the Mandatary undertakes for the client.

9. All documentation 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 OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

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

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

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.

9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client’s premises.

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

11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client’s machinery/article/substance/plant/personal protective equipment without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client’s premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

2. The Mandatary confirms that he has been informed that he must report to the Client’s management, in writing anything he/she deems to be unhealthy and/or unsafe. He has versed his employees in this regard.

3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client’s employees and other persons in any way whilst performing work on the Client’s premises.

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

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

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

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

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

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

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

______________________________
SIGNATURE ON BEHALF OF THE CLIENT

______________________________
DATE

______________________________
DATE

AIRPORT COMPANY SOUTH AFRICA
C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

The provision of insurance by the Employer does not limit the obligations, liabilities or responsibilities of the Contractor under this contract in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances).

Unless specifically otherwise stated, capitalised terms in this schedule (other than Employer, Contractor and works where written in italics) have the meaning assigned to them in the relevant policy of insurance.

This Insurance Schedule is a generic term sheet generally applicable to the Employer’s projects. In the circumstances:

If this Insurance Schedule reflects the amount of any cover provided by the Employer to be higher than the amount required in the Contract Data, the Employer’s obligation under this Contract is limited to the lower amount; and

If this Insurance Schedule provides for any cover which is not stated to be provided by the Employer in the Contract Data, the Employer’s obligation under this Contract is limited to the cover stated in the Contract Data.

[The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer, Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:
(a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.

The Employer shall pay any premium due in connection with the insurance affected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

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

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer’s Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer’s Insurance Brokers and shall when required to do so obtain the Employer’s approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor’s admitted claim.

(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor’s obligations liabilities or responsibilities in terms of the Contract.
In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

(a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment’s in the Suppliers’ or Sub Supplier’s operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability indemnity.

Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.

(i) The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be affected with Insurers and on terms approved by the Employer.

(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)

(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
(ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

Sub-Contractors

The Contractor shall:

(a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and

enforce the compliance by Sub-Contractors with this clause where applicable.”
C2.1 Pricing Assumptions

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

2.3 STAGE 2: EVALUATION OF PRICE AND B-BBEE

2.3.1 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.

2.3.2 Pricing Instructions:

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

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

2.3.2.3 All rates quoted as part of this bid will apply to ad-hoc works as/when required (additional work outside scheduled maintenance).

2.3.2.5 All provisional and estimated sums will be reimbursed on proven costs.

2.3.2.6 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.

• Foreign Nationals will need to provide a valid working permit.

2.3.2.7 No price to be levied on items provided by ACSA (e.g. Lease, Water, Electricity, etc.)

2.3.2.8 3rd Party Procured Items and Services:

• Spares (material) and sub-contracted work will be charged at cost plus mark-up.
• VAT will not form part of mark-up calculations.

• All material supplied must be of good quality e.g. SABS approved.

2.3.2.9 The Bid offer must be inclusive of VAT.

2.3.2.10 The VAT portion must be indicated separately.

2.3.2.11 Payment for this contract will be against proven cost.

2.3.2.12 Annual Increases will be negotiated with CPI being the maximum granted.
## C2.2 The Price List

### PRICING SCHEDULE 1: SAMPLING

**On-site Labour Price for Sampling**

<table>
<thead>
<tr>
<th>Sampling</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate per hour</th>
<th>Total Excluding VAT (Qty X Rate per hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated labour time on site during working hours</td>
<td>Hrs</td>
<td>6</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>

### PRICING SCHEDULE 2: LABORATORY

Laboratory prices must include consumables, analyzing, interpretation of results and producing of reports.

<table>
<thead>
<tr>
<th>Bacteriological analysis</th>
<th>Price per parameter</th>
<th>Qty</th>
<th>Total Price Excluding VAT (Price per parameter X Qty)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faecal Coliforms (C)</td>
<td>R</td>
<td>13</td>
<td>R</td>
</tr>
<tr>
<td>eColi Bacteria (B)</td>
<td>R</td>
<td>13</td>
<td>R</td>
</tr>
<tr>
<td>Heterotrophic plate count</td>
<td>R</td>
<td>13</td>
<td>R</td>
</tr>
<tr>
<td>Coliform bacteria</td>
<td>R</td>
<td>13</td>
<td>R</td>
</tr>
<tr>
<td>TMA @22°C</td>
<td>R</td>
<td>13</td>
<td>R</td>
</tr>
<tr>
<td>TMA @37°C</td>
<td>R</td>
<td>13</td>
<td>R</td>
</tr>
</tbody>
</table>
### PRICING SCHEDULE 3: TRAVEL
All travelling costs to be included

<table>
<thead>
<tr>
<th>No. of KMs to and from site once every 2 months</th>
<th>Rate/km</th>
<th>Total Excluding VAT (No.of KMs to and from site once every 2 months X Rate/km)</th>
</tr>
</thead>
</table>

### PRICING SCHEDULE 4: WATER SAMPLING AND TESTING FOR 5 YEARS

<table>
<thead>
<tr>
<th>Bi-monthly Price Excluding VAT</th>
<th>Yearly Price Excluding VAT (bi-monthly x 6)</th>
<th>Price for 5 years Excluding VAT and Annual Increases (yearly x 5)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price Schedule 1 above: On-Site Sampling</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Price Schedule 2 above: Laboratory</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Price Schedule 3 above: Travelling</td>
<td>R</td>
<td>R</td>
</tr>
</tbody>
</table>
SCHEDULE 5: ONCE-OFF CLEANING OF WATER STORAGE TANKS (RESERVOIRS)

Below price must include travelling, labour, chemicals and material.

<table>
<thead>
<tr>
<th>Area</th>
<th>Volume</th>
<th>Rate/cubic metre</th>
<th>Price Excluding VAT (Volume X Rate/cubic metre)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Reservoir - 3 ML</td>
<td>3000 cubic metre</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Terminal building tank 1</td>
<td>100 cubic metre</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Terminal building tank 2</td>
<td>100 cubic metre</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Estimated Disposal volume</td>
<td>800 cubic metre</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>Total Excluding VAT</td>
<td></td>
<td></td>
<td>R</td>
</tr>
</tbody>
</table>

FINAL SUMMARY PRICE SCHEDULE

The Collection and Testing of Potable water for a period of five (5) years AND a Once-off Cleaning of water storage tanks at King Shaka International airport (KSIA).

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sampling and Testing for 5 years: Price Schedule 4 above</td>
<td>R</td>
</tr>
<tr>
<td>Once-off Cleaning of Water Tanks: Price Schedule 5 above</td>
<td>R</td>
</tr>
<tr>
<td>Administrative costs</td>
<td>R</td>
</tr>
<tr>
<td>Provisional Sum: Permits (includes; AVOP, Basement parking, personnel permits)</td>
<td>R 5 000.00</td>
</tr>
<tr>
<td>Safety file (once-off)</td>
<td>R 6 000.00</td>
</tr>
<tr>
<td>Protective clothing (PPE)</td>
<td>R</td>
</tr>
<tr>
<td>TOTAL EXCLUDING VAT AND ANNUAL INCREASES</td>
<td>R</td>
</tr>
</tbody>
</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></td>
<td>This cover page</td>
<td>1</td>
</tr>
<tr>
<td>C3.1</td>
<td>Employer's Service Information</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total number of pages</td>
<td></td>
</tr>
</tbody>
</table>
PART C3: EMPLOYER’S SERVICE INFORMATION

Contents

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.

Part 3: Scope of Work

C3.1: Employer’s service Information

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Description of the service

Executive overview

The water testing and analysis is conducted to determine the status and safety of drinking water supplies, which is an essential requirement for the well-being of communities. The determination of the chemical and microbiological quality of the water supplies is essential to establish the need and adequacy of treatment, and to safeguard human health. Safe drinking water quality must comply with the South African National Standards (SANS) 241. Good quality water is odourless, colourless, tasteless, and free from faecal pollution and chemicals in harmful amounts.

Sample Collection

It is important that the sample must be representative of the water on which the information is required, that the correct type and volume of sample is taken, that the correct procedure is followed for the type of sample and that the correct type of container is used.

The samples should be collected as follows:

Open tap or valve.

allow water to run to waste for 2-3 min before running it into the bottle.

Remove cap of sample bottle, but do not contaminate inner surface of cap and neck of sample bottle with hands.

Fill sample bottle without rinsing and replace cap immediately. When the sample is collected leave ample air space in the bottle (at least 2.5 cm) to facilitate mixing by shaking before analysis.

Using a water-proof marker or grease pencil, number the bottle with the sample code number.

Place sample bottle in a cooled container (e.g. cool box) directly after collection.

Remember to close the tap!

Special Precautions

Keep sample bottle closed and in a clean condition up to the point where it must be filled with the water to be sampled.

Do not rinse bottle with any water prior to sampling.

When samples for chemical and microbiological analysis are to be collected from the same location, the microbiological sample should be collected first to avoid the danger of microbiological contamination of the sampling point.

If the tap cleanliness of the tap is questionable, clean the tap with a solution of sodium hypochlorite (100 mg/l NaOCl) before sampling. Let the water run for 2 to 3 minutes afterwards.

Information to be Supplied with Sample from the Sampler to the Laboratory
Reasons for examination, for example whether a routine sample or Otherwise.

Source from where the water has been collected, for example whether from a well, spring, lake, reservoir, or piped supply. Mention also the exact place from where the water was taken e.g. MSO level 3 kitchen or MBI bathroom.

Mention any possible sources of pollution in the area and their approximate distance from the sampling point.

Date and time when the sample was taken and dispatched.

Areas to be Tested

The samples to be tested should be collected from the following areas:

One sample per area to be tested.

Main reservoir – 3 Mega Litres (ML)

2 x Terminal building 100 Kilo Litres (KL) roof tanks – one sample per tank

Terminal building Ground Floor - South bathroom

Terminal Building Ground Floor – North bathroom

Fire Station (kitchen)

Maintenance Building (MB1– kitchen)

Potable Water Facility (Airside – Alpha apron)

Forward Fuel Depot (kitchen)

Air Traffic & Navigational Services (ATNS) Tower (kitchen)

Multi-storey office Building (Level 4 kitchen)

South Waste Water Treatment Plant (kitchen)

Car rental area (one kitchen)

Transportation Method

The following preservation techniques are recommended:
To minimize water quality changes between sampling and analysis it is important to keep the samples as cool as possible, without freezing them. In general, the shorter the time between collection of a samples and its analysis the more reliable the results are.

Preferably pack water samples in crushed or cubed ice during transportation (only applicable if samples will be delivered to the laboratory within 6 hours, as the ice will melt after longer periods). This specifically applies to microbiological and nutrient samples.

Avoid using dry ice as it will freeze the samples and may cause glass containers to break. Dry ice may also affect a pH change in samples.

Resources for Testing:

Laboratory

Laboratory must be accredited to SANAS or any other accreditation based on ISO 17025.

The following sampling equipment is required:
A sample tap, or alternately dip sampling equipment which must be sterilized;
Gas burner/alcohol for flaming/disinfecting the tap before sampling;
Sample bottles and preservatives that are suited to the determinants to be analyzed;
Cooler boxes and ice packs for transporting microbiological samples;
Sample labels for recording the sample point number, the date and time of sampling and the sampler’s name; pH meter, or pH indicator strips and buffer solutions;
Turbidity meter and standards for calibration;
Equipment for measuring free and total chlorine concentrations, and
Jar and cascade test equipment

Microbiological Safety Requirements

For various reasons, pure water entering the distribution system may deteriorate in quality before it reaches the consumer’s tap, e.g. a result of unsatisfactory pumping repairs, use of contaminated materials in construction, and access of coliforms through air valves, hydrants, pumps, and leaks in pipes where they are under negative pressure. Thus, although ideally all samples drawn from the distribution system should be free from coliforms, a minimal contamination within the following limits may be tolerated.
E. coli should not be detected in any 100ml sample. No more than three coliform bacilli should be found in any 100ml sample.

Coliform bacilli should not be detected in any two consecutive samples of 100ml from the same or closely related sampling point.

When any coliforms are found, the disinfection process should be checked and the water re-sampled from the same and related sites to confirm the original positive finding and locate the possible source of contamination.

<table>
<thead>
<tr>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowable compliance contribution (A)</td>
<td>95% of samples, min</td>
<td>4% of samples, max</td>
<td>1% of samples, max</td>
<td></td>
</tr>
<tr>
<td>Upper limits</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Faecal Coliforms (C)</td>
<td>Count 100/ml</td>
<td>not detected</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>eColi Bacteria (B)</td>
<td>Count 100/ml</td>
<td>not detected</td>
<td>not detected</td>
<td>1</td>
</tr>
</tbody>
</table>

A = The allowable compliance contribution shall be at least 95% to the limits indicated in column 3, with a maximum of 4% and 1% respectively, to the limits indicated in column 4 and column 5. The objective of disinfection should nevertheless be to attain 100% compliance to the limits indicated in column 3.

B = Definitive, preferred indicator of faecal pollution.

C = Indicator of unacceptable microbial water quality. Could be tested instead of E. coli but is not the preferred indicator of faecal pollution. Also, provides information on treatment efficiency and after growth in distribution networks.

Testing Frequency

The samples must be collected and tested once every 2 months.
Reporting

Bi-monthly Report must include the following:-

Laboratory Results

Trend Analysis

Interpretation of Results

Recommendation

Any information that may be relevant must be noted in the report, such as time between sampling and analysis, any sign of contamination, sediments, etc.

All reporting and forecasting information must be treated with strict confidentiality and must not be issued to any other company/person other than Airports Company of South Africa.

Ad-hoc Works

Ad-hoc sampling may be required. In case of water not meeting the minimum values as set out in SANS 241, the service provider will be required to recommend and implement treatment solution.

Sampling Personnel

The individual taking the sample must be appropriately trained (Training by laboratory) for the collection of water samples.

SCOPE OF WORK FOR THE ONCE OFF CLEANING OF WATER STORAGE TANKS

1 X MAIN RESERVOIR- 3 MEGA LITRES (ML)

The level in the 3ML reservoir is controlled by means of a mechanical equilibrium Vosa float valve and water is supplied via a 200mm dia. steel inlet pipe.

The reservoir has three outlets viz. 300mm diameter main outlet, 300mm diameter overflow and 150mm diameter scour isolation valve which is controlled via an outlet chamber located on the outside of the reservoir.

In-case of failure of the mechanical float valve excess water above the TWL (top water level) will flow into the overflow pipe through the outlet chamber to a headwall located in proximity of the reservoir. To scour or empty the reservoir for cleaning the scour isolation valve KSAB-IV-03B should be opened and isolation valves KSAB-IV-03 and KSAB-IV-03A must be closed.

2 X TERMINAL BUILDING ROOF TANKS – 100KL EACH

The terminal building receives water from the terminal precinct reticulation main. The connection is located at the basement of the Cooling Tower building. From above connection water is fed to two 100kl sectional steel water tanks located in the center of Plant room level. Water is boosted from these tanks through 3x10 liter per second booster pump set to supply the Terminal and Airside
Corridors. Emergency by-pass connections have been supplied at Booster Pump Set and in Basement in case of pump failures to allow gravity feed from tanks to the building.

Preparation

Isolate the supplying water line to the tank for water to drop to the quarter of the tank. This is done to save water and leaving water that is sufficient to be used for cleaning.

Cleaning the internal surfaces of the tank

The tank must be cleaned by the following methods ONLY.

A stiff brush or a high-pressure jet. Attaching the brush to a long pole may make it possible to clean the tank without entering it.

Note: The disinfectant method is not recommended as it is very costly owing to the amount of water and chlorine to be used considering the sizes of KSIA storage tanks.

Hence this contract will only allow for jet high pressure and brush cleaning only.

High pressure cleaning

Open the outlet valve or tap and drain out any remaining liquid.

Collect the liquids so that they can be safely disposed of.

Permanent storage tanks are fitted with a scour valve that draws liquid from the base.

Use this, rather than the normal outlet valve, for emptying.

Take special care to clean corners and joints so that no small amounts of the original liquid remain. Even minute amounts of some liquids can give the water a bad taste and people will refuse to drink it.

Leave the outlet valve open while cleaning and collect the liquid for safe disposal.

Wash and flush the tank which is most easily done with a high-pressure hose pipe or water jet.

Drain all the water from the tank and collect for safe disposal as before.

Continue flushing the tank until there are no longer traces of detergent in the water.

Cleaning of pipes

The pumps and pipes used for filling and emptying the tank must also be cleaned. Flush a mixture of hot water and detergent through the pipes and pump to remove deposits and other waste material.

Once cleaned, flush the system with clean water to remove the detergent.

Safely dispose of liquid waste

Care must be taken when disposing of all liquids used for cleaning and disinfecting the tanks.
The contaminated liquid/water must be stored in a suitable vessel for transportation to a disposal site, for the safe disposal thereof.

Liquid waste should not be disposed of in rivers and ponds.

Safe Disposal certificates must be provided to ACSA after the cleaning of the tanks is concluded.

Health and safety

Gaining access and working inside a water tank can be difficult and dangerous. Some areas might require to be treated as confined spaces and allowance thereof must be made.

There is a small access hatch on the top of the tanker through which to climb in and out. Cleaners should be aware that some liquid held in tanks can give off hazardous gases which may remain even when the liquid has been removed. The liquids may also pose physical hazards such as slippery surfaces. Corrosive liquids can cause burns.

Always blow fresh air into the tank for a period before allowing a person to enter. The cleaner should wear protective clothing, including gloves, boots, a hat, and glasses. Make sure someone remains outside the tank, next to the access hatch all the time in case the cleaner has an accident. The availability of gas masks and portable ventilators would be an advantage.

Legislation

The Contractor shall comply with all applicable laws, rules and regulations including without limitation the following;

- Air Traffic and Navigation Services Company Act, No.45 of 1993
- Airports Company Act, No.44 of 1993
- Aviation Act, No.74 of 1962
- Aviation Laws Amendment Act, No 82 of 1997
- Carriage by Air Act, No.17 of 1946
- Civil Aviation Offences Act, No.10 of 1972
- South African Civil Aviation Authority Act, No.40 of 1998
- National Key Points Act, No. 102 of 1990
- National Road Traffic Act, No 93 of 1996
- The ACSA Permit regulations
- Occupational health and safety act 85 of 1993
- Regulations for the transport of Dangerous goods
- National Road traffic act 93 of 1996
- SANS 10406 Transportation of Dangerous goods and
- Labour Relations Act
- All other applicable legislation.
Employer’s requirements for the service

Interpretation and terminology

The following abbreviations are used in this Service Information:
Management strategy and start up.

The Contractor’s plan for the service

In the TSC3 the Contractor’s plan is his “design” for performing the service throughout the service period. Section 2 of the conditions of contract describes what the Contractor is to show in his plan both in the core clauses and some additional requirements in each of the main Options.

The extent of the Contractor’s plan will depend on whether the Contractor is required to develop a plan in accordance with the Employer’s broad outline of the service or whether the Employer has provided a plan for the Contractor to follow. Read the TSC3 Guidance Notes pages 21 and 22 for more information on the Contractor’s plan.

Use this section to describe any particulars which must be taken into account by the Contractor in developing his plan as required by clause 21.2. For example information about the order and timing or method of carrying out particular items of work.

List technical reporting and scheduling requirements which are to be incorporated into the Contractor’s plan.

Management meetings

The conditions of contract (e.g. Clause 16.2) and other sections of the Service Information (e.g. safety risk management) may require that a meeting shall be held. However the intention of all NEC contracts is that the Parties and their agents use the techniques of partnering to manage the contract by holding meetings designed to pro actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and surprises for both Parties.

Depending on the size and complexity of the service, it is probably beneficial for the Service Manager to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, compensation events, subcontracting, overall co-ordination and other matters of a general nature. Separate meetings for specialist activities such as planning and activities of a technical nature may also be warranted.

Describe here the general meetings and their purpose. Provide particulars of approximate times, days, location, and attendance requirements, stipulating that attendees shall have the necessary delegated authority to make decisions in respect of matters discussed at such meetings.

The following text could be used as a model for this section:

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>
</thead>
<tbody>
<tr>
<td>Risk register and compensation events</td>
<td>Weekly on ________ at _____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overall contract progress and feedback</td>
<td>Bimonthly on the 1st week of the second month</td>
<td>Employer’s premises</td>
<td>Employer, Contractor and other guest as invited</td>
</tr>
</tbody>
</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**

State any additional constraining requirements on Contractor's supervision and key people that are not already stated in other sections such as for Health and Safety. This section could be used to solicit an organogramme from the Contractor showing his people and their lines of authority/communication. This would be essential if the Contractor is a Joint Venture.

**Provision of bonds and guarantees**

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the Contractor is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The Employer may withhold payment of amounts due to the Contractor until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the Contractor by the Service Manager to receive and accept such bond or guarantee. Such withholding of payment due to the Contractor does not affect the Employer's right to termination stated in this contract.

**Documentation control**

Specify how documentation will be identified with an alpha numeric which indicates source, recipient, communication number etc. Provide details of any particular format or other constraints; for example that all contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. State any particular routing requirements but note from TSC3 who issues what to whom.

**Invoicing and payment**

Include a list of information which is to be shown on an invoice as per the example given below.

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

The Contractor shall address the tax invoice to

and include on each invoice the following information:

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

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

This section is intended to deal with any additional requirements to the compensation event clauses in section 6 of the core clauses; such as the use of standard forms. Not the same thing as documentation control.

Records of Defined Cost to be kept by the Contractor

If Option C or E applies first read clause 52.2 and then state whether the Contractor is required to keep any other records. Include any other constraint which may be required in regard to format and filing of the records, and whether access for the Service Manager shall be provided in hard copy or electronically.

Could delete if Option A applies unless the Employer requires some form of control over the Contractor's record keeping for the purpose of compensation event management.

Insurance provided by the Employer

First read TSC3 Core Clause 86.1 and then add anything necessary for the management of insurance related issues such as a cross reference to where procedures for making claims can be found. Also provide contact details for persons capable of being able to answer any insurance related queries the Contractor may have, as well as to whom the information required by Marine Insurance (if any) may be addressed.

Training workshops and technology transfer

Describe type and frequency of any on job training workshops, as well as any obligation for technology transfer being included as part of the service or at the end of the service period.

Design and supply of Equipment

On some complex services (e.g. nuclear) it could be in the Parties best interests that some details of the design of Equipment are shared with the Service Manager, not necessarily for his acceptance but as an assurance that the Equipment will be able to allow the Contractor to Provide the Service efficiently and without delay. For example specialised handling Equipment for a particular maintenance operation. Clause 23.1 is always available to the Service Manager if this paragraph is not used.

Also the Employer may wish to exercise constraints or include witness and hold points during manufacture, assembly or delivery of such Equipment. Include these constraints here.

Draft in such a way that there is no doubt that the liability for such design supply and use of the Equipment remains with the Contractor.

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

Equipment
The Employer may wish to use some of the Equipment used by the Contractor after the end of the service period. Clause 70.2 requires that details of such requirement be stated in the Service Information. Complete here or if not applicable retain the heading and state ‘None’.

**Information and other things**

Clause 70.2 requires that information and other things which the Contractor is to provide at the end of the service period be stated in the Service Information.

**Management of work done by Task Order**

The contractor submit the task order programme to the service manager within 7 days of receiving the task order.

**Health and safety, the environment and quality assurance**

**Health and safety risk management**

In addition to the requirements of the laws governing health and safety, the Employer may have some additional requirements particular to the service and the Affected Property for this contract. The text below provides for these being attached as an Annexure to this Service Information. PLEASE ALSO READ CORE CLAUSE 27.4 TO MAKE SURE THAT WHATSOEVER IS INCLUDED IN THE ANNEXURE FOLLOWS ON FROM THOSE CLAUSES.

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

**Environmental constraints and management**

Describe or cross refer to environmental constraints applicable to the Contractor's plan and his activities on the Affected Property and how they should be managed. Include here or cross refer to an Annexure to the Service Information.

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

**Quality assurance requirements**

Specify minimum requirements for the Contractor's Quality Plan and Work Procedures or provide the Employer's Quality Plan if that is to be used. Make sure witness and hold points are identified generally and describe any particular requirements for QA outside the Affected Property. Indicate how the Contractor's QA documentation is to be submitted for acceptance and any conditions that need to be imposed relating to acceptance. State whether ISO compliance is a condition and if so which ISO standard shall apply.

**Procurement**

There is a cross reference from the core clause 11.2(6) definition of Disallowed Cost to the Service Information regarding procurement procedures. This part of the Service Information MUST include any such procedures to be able to administer Disallowed Cost.

**People**
Minimum requirements of people employed
Specify any constraints relating to people employed to Provide the Service; for example permits for foreigners, training (other than H & S), use of labour from designated areas and industrial relations.

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

Subcontracting
Preferred subcontractors
TSC3 does not make use of nominated subcontracting, but the Employer may list which subcontractors or suppliers the Contractor is required to enter into subcontracts with. This is usually only required where specialist services need to be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

Subcontract documentation, and assessment of subcontract tenders
Specify any constraints on how the Contractor is to prepare subcontract documentation, whether use of the NEC system is compulsory or not (compulsory is recommended) and how subcontract tenders are to be issued, received, assessed (using a joint report?) and awarded.

Limitations on subcontracting
The Employer may require that the Contractor must subcontract certain specialised work, or that the Contractor shall not subcontract more than a specified proportion of the whole of the contract.

Attendance on subcontractors
State requirements for attendance on Subcontractors, if any

Plant and Materials
Specifications
Plant and Materials are defined as items intended to be included in the Affected Property. This will refer to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Quality is usually designed in or specified in the technical specifications. However to cover circumstances where quality may not be prescribed, this sub-paragraph could also be used to state an overarching default requirement – fitness for purpose etc.

Either specify here or provide a list of the applicable specifications and attach them as Annexure or state where they can be obtained from.
Correction of defects

State any constraints when dealing with defective Plant and Materials such as how repairs are carried out - can the item be fixed up or must it be replaced by a new one.

Contractor’s procurement of Plant and Materials

Specify any constraints on how the Contractor is to order, codify, expedite, freight, import, transport to the Affected Property and any other requirements for delivery and storage before installation. The Employer may require warranties from suppliers to be in favour of the Employer and not just to the Contractor. The Employer may also need schedules of vendor data for his own use after the end of the service period.

Tests and inspections before delivery

Core Clause 41.1 makes reference to the Service Information stating which Plant and Materials are to be inspected and tested before delivery. Specify any requirements particularly if such tests and inspections are to be carried out by agents of the Employer overseas.

Plant & Materials provided “free issue” by the Employer

List any Plant and Materials which are to be provided by the Employer.

State arrangements for collection by Contractor or delivery by others on behalf of the Employer, off loading, inspection, storage, care custody and control, return of unused Plant and Materials, etc. Always include a statement to the effect that ‘all other Plant and Materials are to be provided by the Contractor’.
## Working on the Affected Property

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

### Employer’s site entry and security control, permits, and site regulations

Some sites have very strict entrance requirements which tendering contractors need to allow for in their prices, and the Contractor has to comply with. State these or similar requirements here.

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

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

Restrictions and hours of work may apply on some sites. It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors. State that the Service Manager shall have access to them at any time. These records may be needed when assessing compensation events.

### Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the Employer to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the Employer are located and any other emergency arrangements. Do not use if already addressed in 2.3.

### Environmental controls, fauna & flora

This sub-paragraph may not be required in a service contract or if these matters are dealt with in the general environmental requirements referred to in section 3 above.

### Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.
1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the Contractor may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

### Records of Contractor’s Equipment

This sub-paragraph is intended to address how records are to be kept of Equipment on Site including whether it is owned or hired. Include any constraints about scaffolding, rigs, heavy lifts and cranes, including removal from the Affected Property.
## Equipment provided by the Employer

Provide details of equipment (e.g. overhead cranes) made available for use by the employer and set out conditions relating thereto.

## Site services and facilities

**Provided by the Employer**

This is a mandatory cross reference form clause 25.2 in TSC3. State what the Employer will provide in the way of power, water, waste disposal, telecomms, ablutions, fire protection and lighting (etc) on the Affected Property. Give hook up locations and any constraints on how the hook up is to be done. Always conclude by stating that the Contractor shall provide everything else necessary for Providing the Service.

**Provided by the Contractor**

Describe what the Contractor is to provide in the way of accommodation, laboratories, storage, vehicles and office equipment for the Service Manager and any restrictions or minimum requirements concerning the Contractor’s own facilities. Also state what happens to these facilities upon completion of the contract.

## Control of noise, dust, water and waste

State requirements, if any.

## Hook ups to existing works

State any constraints

## Tests and inspections

### Description of tests and inspections

Describe the tests and inspections to be carried out by the Contractor and the Service Manager and others [40.1].

### Materials facilities and samples for tests and inspections

State what materials facilities and samples for tests and inspections the Contractor and the Employer are to provide, per core clause 40.2.
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.

<table>
<thead>
<tr>
<th>Drawing number</th>
<th>Revision</th>
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PART C4: SITE INFORMATION