PROJECT NAME: THE DESIGN, MANUFACTURE, INSTALLATION, REPLACEMENT AND MAINTENANCE OF SIGNS FOR A PERIOD OF 60 MONTHS AT OR TAMBO INTERNATIONAL AIRPORT TENDER REFERENCE ORT 6288/2019/RFP

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at O.R. Tambo International Airport

(Registration Number: 1993/004149/30)

and

(Registration Number: ___________________)

for THE DESIGN, MANUFACTURE, INSTALLATION, REPLACEMENT AND MAINTENANCE OF SIGNS

Contents:

| Part C1  | Agreements & Contract Data | [2] |
| Part C2  | Pricing Data               | [5] |
| Part C3  | Employer Service Information | [17] |
| Part C4  | Site Information           | [26] |
C 1.1 Form of Offer and Acceptance

Offer
The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: Services as described under section C 3.

THE DESIGN, MANUFACTURE, INSTALLATION, REPLACEMENT AND MAINTENANCE OF SIGNS CONTRACT FOR A PERIOD OF 60 MONTHS AT O.R. TAMBO INTERNATIONAL AIRPORT

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider 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.

<table>
<thead>
<tr>
<th>The offered total of the Prices for 5 years exclusive of VAT is</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Added Tax @ 15% is</td>
<td></td>
</tr>
<tr>
<td>The total offered amount due for 5 years inclusive of VAT is</td>
<td></td>
</tr>
<tr>
<td>(in words)</td>
<td></td>
</tr>
</tbody>
</table>

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 Service Provider in the conditions of contract identified in the Contract Data.

Signature(s) ___________________________ Date ___________________________

Name(s) ___________________________ ___________________________

Capacity ___________________________ ___________________________

For the Tenderer __________________________________________________________
(Name and address of organization)

Name and Signature of Witness ___________________________ Date ___________________________.

Acceptance (Only to be completed at acceptance stage)
By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer’s offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer’s offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:
Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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.
The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer’s agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to 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 Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) __________________________________________ ________________________________

Name(s) __________________________________________ ________________________________

Capacity

For the Employer, Airports Company South Africa SOC Limited.
ACSA offices, North Wing 3rd Floor OR Tambo International Airport

Name and Signature of Witness __________________________________________ Date ________________________________

Form of Offer and Acceptance
Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer’s covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject ____________________________________________________________

Details __________________________________________________________________

2 Subject ____________________________________________________________

Details __________________________________________________________________

3 Subject ____________________________________________________________

Details __________________________________________________________________

4 Subject ____________________________________________________________

Details __________________________________________________________________

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the 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
C 2.1 Contract Data

Precedence in interpretation of the contract:
In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:
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
Part C5: Annexes

General Conditions of Contract

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

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

Wherein in the contract it is stated no contract data is required accordingly the conditions of contract remain unaltered as per NEC3 Term Service Contract, April 2013.
C1.2a - Data provided by the Employer

Data

Part a - Statement

Data provided by the Employer

Clause

1

General

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

A: Priced contract with price list

dispute resolution Option:

W1: Dispute resolution procedure

and secondary Options:

X1: Price Adjustment for inflation

X2: Changes in the law

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

Z: Additional conditions of contract

of the NEC3 Term Service Contract (April 2013)

10.1 The Employer is:

Airports Company South Africa SOC Limited
Reg. No 1993/004149/30 VAT no 4930138393

Address

O R Tambo International Airport
Private Bag X1
3rd Floor ACSA North Wing Offices
OR Tambo International Airport
1627

Tel No. 0102072304

10.1 The Service Manager is:

Yvonne Mangoenyane

Address

O R Tambo International Airport
Private Bag X1
3rd Floor ACSA North Wing Offices
OR Tambo International Airport
1627
| 11.2(1) | The Accepted Plan is | Section 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 | O R Tambo International Airport |
| 11.2(13) | The service is | THE DESIGN, MANUFACTURE, INSTALLATION, REPLACEMENT AND MAINTENANCE OF SIGNS contract for a period of 60 months At O.R. TAMBO INTERNATIONAL AIRPORT as more fully set out in section C3 Service Information. |
| 11.2(14) | The following matters will be included in the Risk Register | None |
| 11.2(15) | The Service Information is in | The section titled Service Information included as section 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 | 3 working days |
| 21.1 | The period within which the Contractor provides the Contractor’s Plan | 30 calendar days from Contract Date |
| 2 | The Contractor’s main responsibilities | Detailed in Part C3 (Service Information) |
| 3 | Time | |
| 30.1 | The starting date is | Upon signing of the contract |
| 30.2 | The Service Period is | 5-years from the starting date, or when the 5-year contract value has been fully expended, whichever occurs first |
4  Testing and Defects  No data is required for this section of the *conditions of contract*

5  Payment

50.1  The *assessment interval* is on the Every 4 weeks, on the 15\textsuperscript{th} day of each successive month

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

83.1  The *Contractor* provides these Professional Indemnity Insurance

additional insurances  

Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the *contract*.

83.2  The minimum amounts of cover or minimum limits of indemnity required for the insurance table Refer to section C1.3

9  Termination  There is no Contract Data required for this section of the *conditions of contract*.

10  Data for main Option clause

A  Priced contract with price list  There is no Contract Data required for the main option clause.

11  Data for Option W1

W1.1  The *Adjudicator* is The person appointed jointly by the parties from the list of adjudicators contained below
<table>
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<tr>
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<th>Location</th>
<th>Contact details (phone &amp; e mail)</th>
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<td>Pretoria</td>
<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
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</tbody>
</table>

W1.2(3) The Adjudicator nominating body is: The current Chairman of Johannesburg Advocate’s Bar Council

W1.4(2) The tribunal is: Arbitration


The place where arbitration is to be held is Johannesburg, South Africa.

The person or organization who will choose an arbitrator 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.
**Option A** The Contractor prepares forecasts of the final total of the Prices for the whole of the Services at intervals no longer than 4 weeks.

<table>
<thead>
<tr>
<th>12</th>
<th>Data for secondary Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>X1</td>
<td>Price Adjustment for inflation</td>
</tr>
<tr>
<td>X2</td>
<td>Changes in the law</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>X18</th>
<th>Limitation of liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>X18.1</td>
<td>The Contractor's liability to the Employer for indirect or consequential loss is limited to: Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue.</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: The total of the Prices</td>
</tr>
<tr>
<td>X18.3</td>
<td>The Contractor's liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to: 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: 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</td>
</tr>
</tbody>
</table>
Z(A): The Additional conditions of contract are: Z1-Z19

<table>
<thead>
<tr>
<th>Amendments to the Core Clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Z1</td>
</tr>
<tr>
<td><strong>Interpretation of the law</strong></td>
</tr>
</tbody>
</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.

| Z2                           |
| **Providing the Service:**   |

**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”.

<table>
<thead>
<tr>
<th>Amendment to the Secondary Option Clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Z7 Limitation of liability:</strong></td>
</tr>
</tbody>
</table>

**Z7.1 Insert the following new clause as Option X18.6:**
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**

<table>
<thead>
<tr>
<th>Additional Z Clauses</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Z8 Cession, delegation and assignment</strong></td>
</tr>
</tbody>
</table>

**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**

<table>
<thead>
<tr>
<th><strong>Z9 Joint and several liability</strong></th>
</tr>
</thead>
</table>

**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

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<tr>
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<th>Location</th>
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<td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td>
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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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<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.
C1.2 b - 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 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>CV’s to be appended to Resource Proposal</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Job:</td>
<td></td>
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<tr>
<td></td>
<td>Responsibility:</td>
<td></td>
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<tr>
<td></td>
<td>Qualifications:</td>
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<td></td>
<td>Experience:</td>
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<td></td>
<td>Name:</td>
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<td>Job:</td>
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<td>Responsibility:</td>
<td></td>
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<tr>
<td></td>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>11.2</td>
<td>The following matters will be included in the Risk Register</td>
</tr>
<tr>
<td>---</td>
<td>------</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td>1.</td>
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<td></td>
<td>2.</td>
<td></td>
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<td></td>
<td>3.</td>
<td></td>
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<td></td>
<td>4.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.</td>
<td></td>
</tr>
</tbody>
</table>
C1.3 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:
  
  o 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

  o 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.

(i) 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.

(d) 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.
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

(b) enforce the compliance by Sub-Contractors with this clause where applicable.

Page 3

Insurance requirements for PROJECTS with a value below R50 million on the AIRSIDE

Contract Works

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

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 should re-insure the deductibles.

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.
C2.1 Pricing Instructions

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.

2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.

3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.

4. The pricing schedule as completed by the Contractor shall be VAT exclusive prices and shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.

5. The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the particular document.

6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.

7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.

8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.

9. “Foreign” shall mean the CIF (Cost, Insurance and Freight) value.

10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.

11. Variations in the scope and extent of the work shall be allowed to meet the Engineer’s requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.

12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.

13. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall be commenced without written instructions from the Engineer.

14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

16. **The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.**
C2.2 Price List (including the Activity Schedule)

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer is responsible for providing an Activity Schedule which is accurate, complete and in accordance with their proposal. Also refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

Activity Schedule-Part1 (Fixed)

<table>
<thead>
<tr>
<th>Item no.</th>
<th>Activity Description</th>
<th>Frequency</th>
<th>Quantity (per year)</th>
<th>Amount (per single item)</th>
<th>Total (per year)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Preliminary and General</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Airport permits (personnel) – without Icon</td>
<td>sum</td>
<td>13</td>
<td>R 259.00</td>
<td>R 3 367.00</td>
</tr>
<tr>
<td>1</td>
<td>Airport permits (personnel) – Icon for tools</td>
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<td>4</td>
<td>R 84.00</td>
<td>R 336.00</td>
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<tr>
<td>1</td>
<td>Airport permits (personnel) – Icon for AVOP</td>
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<td>4</td>
<td>R 84.00</td>
<td>R 336.00</td>
</tr>
<tr>
<td>1</td>
<td>Access of a cellphone</td>
<td></td>
<td>1</td>
<td>R 84.00</td>
<td>R 84.00</td>
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<tr>
<td>1</td>
<td>Airport permits (Airside Vehicle) – provisional sum</td>
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<td>1</td>
<td>R 1429.00</td>
<td>R 1 429.00</td>
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<tr>
<td>1</td>
<td>ACSA’s PPE</td>
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<td>13</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td>2</td>
<td>Expenses required for Vehicle compliance and travelling</td>
<td>Monthly</td>
<td>12</td>
<td>R</td>
<td>R</td>
</tr>
<tr>
<td></td>
<td><strong>Technicians and Assistants Labour rates with Maintenance and Inspections Activities</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Signage cleaning</td>
<td>Daily</td>
<td>Mon – Fri</td>
<td>No pricing</td>
<td>No pricing</td>
</tr>
<tr>
<td>4</td>
<td>Signage Inspections</td>
<td>Daily</td>
<td>Mon - Fri</td>
<td>No pricing</td>
<td>No pricing</td>
</tr>
<tr>
<td>5</td>
<td>Signage Preventative Maintenance as required</td>
<td>Daily</td>
<td>Mon - Fri</td>
<td>No pricing</td>
<td>No pricing</td>
</tr>
<tr>
<td>6</td>
<td>Signage Reactive Maintenance as required</td>
<td>Daily</td>
<td>Mon - Fri</td>
<td>No pricing</td>
<td>No pricing</td>
</tr>
<tr>
<td>7</td>
<td>Housekeeping of store room, workshop and work area.</td>
<td>Daily</td>
<td>Mon - Fri</td>
<td>No pricing</td>
<td>No pricing</td>
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<td>8</td>
<td>Site Manager x 1 (day-shift/standby night shift and weekends 08:00-17:00)</td>
<td>Monthly</td>
<td>12</td>
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<td>R</td>
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<td>9</td>
<td>Signage Technician x 4 (12 hour shifts 06:00 – 18:00/ 18:00 – 06:00)</td>
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<td>R</td>
<td>R</td>
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<td>10</td>
<td>Assistant Signage Technicians x 8 (12 hour shifts 06:00 – 18:00/ 18:00 – 06:00)</td>
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<td>12</td>
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<td>R</td>
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</table>
Four Signage Technicians, Eight Assistant technicians need to be on site 24/5 Monday to Friday.

<table>
<thead>
<tr>
<th>Sub-total A (per year)</th>
<th>R</th>
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</table>

Activity Schedule – Part 2

<table>
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<tr>
<th>Type of sign</th>
<th>Sample Picture</th>
<th>Quantity (Quarterly Maintenance)</th>
<th>Rate per unit (Rands)</th>
<th>Yearly amount</th>
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<tbody>
<tr>
<td>Internal Illuminated, ceiling suspended Double volume</td>
<td></td>
<td>500</td>
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<td></td>
</tr>
<tr>
<td>Internal Illuminated, ceiling suspended Triple volume</td>
<td></td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Illuminated, ceiling suspended Single volume</td>
<td></td>
<td>850</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Price</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Illuminated Ceiling suspended Double volume 2435mm x 625mm x 150mm</td>
<td>1000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall mounted illuminating wall mounted (3D) on single clip frame 600mm x 1900mm x 150mm</td>
<td>600</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Wall mounted illuminating wall mounted (3D) on double clip frame 300mm x 900mm x 150mm</td>
<td>500</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Illuminated, ceiling suspended Single volume 1500mm x 620mm x 150mm</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Description</td>
<td>Size</td>
<td>Price</td>
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</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Wall mounted illuminating wall mounted (3D) on single clip frame</td>
<td>750mm x mm x 150mm</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall mounted illuminating wall mounted (3D) on single clip frame</td>
<td>520mm x 420mm x 150mm</td>
<td>100</td>
<td></td>
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</tr>
<tr>
<td>Internal Illuminated, ceiling suspended single volume toilet signs</td>
<td>1500mm x 200mm x 150mm</td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Internal Illuminated, ceiling suspended single volume toilet signs</td>
<td>122mm x 32mm</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Price</td>
<td></td>
<td></td>
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<tr>
<td>-----------------------------------------------------------------------------</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall mounted snapper frame black ABS Printed insert toilet signs 300mm x 300mm</td>
<td>1100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall mounted snapper frame black ABS Printed insert No Smocking signs 350mm x 350mm</td>
<td>1300</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall mounted snapper frame black ABS Printed insert sign 1200mm x 1100mm</td>
<td>600</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Description</td>
<td>Price</td>
<td></td>
<td></td>
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<tr>
<td>----------------------------------------------------------------------------</td>
<td>-------</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Tariff boards (240mm x 300mm)</td>
<td>300</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>pole mounted External Illuminated aircraft parking stand 1200mm x 1100mm</td>
<td>650</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall mounted snapper frame black ABS printed insert signs 1200mm x 1100mm</td>
<td>50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two-legged-Pylon mounted double sided non-illuminated and illuminated Standard Size</td>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sign Description</td>
<td>Dimensions</td>
<td>Price</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------</td>
<td>-------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Toilet cube sign</td>
<td>400mm x 400mm</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trolley cube sign</td>
<td>300mm x 300mm</td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>190mm x 380mm</td>
<td></td>
<td>1000</td>
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<tr>
<td>190mm x 570mm</td>
<td></td>
<td>1000</td>
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<tr>
<td>190mm x 190mm</td>
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<td></td>
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</tr>
<tr>
<td>190mm x 190mm</td>
<td></td>
<td>500</td>
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<tr>
<td>190mm x 190mm</td>
<td></td>
<td>500</td>
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<tr>
<td>190mm x 190mm</td>
<td></td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>190mm x 380mm</td>
<td></td>
<td>1000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Un – scheduled and after hour labour rates for Maintenance works

<table>
<thead>
<tr>
<th>Item</th>
<th>Resources</th>
<th>Description</th>
<th>Estimated QTY/YEAR</th>
<th>Rate/Hour</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Site Manager</td>
<td>After Hours</td>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekend / Public Holidays</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Signage Technician</td>
<td>After Hours</td>
<td>240</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Weekend / Public Holidays</td>
<td>60</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>After Hours</td>
<td>240</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
N.B: Payment will be granted on the basis of service provided during a given month. The quantity and skill available should allow, at least for satisfying the Minimum Staffing Schedule and Response Times as presented in the annexes. Rates quoted shall be the net selling rate including staff standby, sick leave, shift work, paid leave and other allowances.

*Stores will be managed using ACSA’s inventory management system (KARDEX system).

**Activity Schedule Part 3 (Additional Labour rates)**

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

<table>
<thead>
<tr>
<th>Labour Item</th>
<th>Description</th>
<th>Normal hours (R/hour)</th>
<th>After hours (R/hour)</th>
<th>After hours Sunday/ public holidays (R/hour)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Signage Technician</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Assistant Signage Technician assistant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4</td>
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<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

*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/decreased to cater for special needs that may arise from time to time.

No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.
Mark-up (third party procured items/services)

<table>
<thead>
<tr>
<th>Cost</th>
<th>Mark-up</th>
</tr>
</thead>
<tbody>
<tr>
<td>R 0 - R 2 000</td>
<td>%</td>
</tr>
<tr>
<td>R 2 001 - R 10 000</td>
<td>%</td>
</tr>
<tr>
<td>R 10 001 - R50 000</td>
<td>%</td>
</tr>
<tr>
<td>Over R R50 0000</td>
<td>%</td>
</tr>
</tbody>
</table>

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

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

The spare list has to be prepared on the basis of tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.
**Contract value**
Below, is the guide that must be used in estimating the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes only and that ACSA will not be under any obligation to spend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

### Year 1 Maintenance Expenditure

<table>
<thead>
<tr>
<th>Description</th>
<th>Total (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity schedule Subtotal A Fixed</td>
<td></td>
</tr>
<tr>
<td>Activity schedule Subtotal B Variable</td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal C</strong></td>
<td><strong>R</strong></td>
</tr>
</tbody>
</table>

### Expenditure over Five years contract including *price adjustments*

<table>
<thead>
<tr>
<th>Description</th>
<th>Total (excluding VAT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub-total C: year 1</td>
<td></td>
</tr>
<tr>
<td>Sub-total D: year 2 (year 1 plus CPI escalation*)</td>
<td></td>
</tr>
<tr>
<td>Sub-total E: year 3 (year 2 plus CPI escalation*)</td>
<td></td>
</tr>
<tr>
<td>Sub-total F: year 4 (year 3 plus CPI escalation*)</td>
<td></td>
</tr>
<tr>
<td>Sub-total G: year 5 (year 4 plus CPI escalation*)</td>
<td></td>
</tr>
<tr>
<td>Capex Replacement of Signages as per ACSA’s discretion (Ad hoc works)</td>
<td><strong>R 12 000 000.00</strong></td>
</tr>
<tr>
<td><strong>5-years estimated contract value Sub-total H</strong></td>
<td><strong>R</strong></td>
</tr>
</tbody>
</table>

*Contract values will be increased/decreased according to the current stipulated in Statistic SA – adjusted Consumer Price Indices (CPIX) all income groups. 6% escalation should be used for illustrative purposes.*
C3 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to maintain the serviceability of the Signage at OR Tambo International Airport in a sustainable manner at the lowest operating, maintenance and replacing costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will maintain all Signage of the OR Tambo International Airport. The specifications and requirements in this document comprise the description of the Works.

The Contractor will be appointed directly by the Airports Company of South Africa.

OR Tambo International airport will be undergoing a replacement project of the terminal building way finding signage (replacement date to be advised).

All signage maintenance and installation must in accordance to the ACSA signage manual, which must be approved by the signage service manager.

Overview of the works

In brief, the Contractor will be responsible for maintaining and replacing all signage at OR Tambo International Airport as per the contract.

C 3.2 EXTENT OF THE WORKS

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

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

c. The Contractor shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance. Should the Contractor not be able to maintain adequate system performance due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager.

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

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

f. All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free guaranteed for a period of 6 months after completion of work.
g. All work shall be charged according to the Activity Schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

h. The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge ACSA accordingly. All spares will be charged according to the Activity Schedule. ACSA shall provide an on-site spares room to the contractor free of charge. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site and submitted to the Service Manager at the end of every month. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensure that spares are effectively managed and scrapped parts and waste removed from site.

i. The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

j. The Contractor shall ensure that, unless a special arrangement is made with the Service Manager, all senior staff members and on-site support staff is always immediately reachable via cell phone.

k. The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety shoes, ear protection equipment and a uniquely numbered retro reflective jacket (for easy identification via CCTV).

**Location of the works**
The Works are located at OR Tambo International Airport at the airside, landside and terminal buildings. It is crucial for the Contractor to note that OR Tambo International Airport is a National Key Point and governed as such.

**C3.3 PROCUREMENT**

C3.3.1 Preferential procurement procedures

i. Requirements

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

No casual labour (i.e. “off the street” labour) may be employed by the Contractor unless pre-arranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.
C3.4 MANAGEMENT

C 3.4.1 Management of the works

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

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

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

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

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

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

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

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

- Assisting with emergency repairs
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to work relating/affecting the passenger loading bridge operations
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance and operational procedures relating to the passenger loading bridges.
- Co-operating with ACSA Security relating to security issues
- Investigation of equipment breakdowns, malfunction, and the like, and reporting to Service Manager

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

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

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

At no time shall the Contractor:
- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

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

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

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

ix. **Electronic payments**
The Contractor should arrange with ACSA’s finance department for making all payments electronically.

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

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

1. maintenance work (including % of scheduled maintenance work completed)
The contractor shall keep copies of all reports for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

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

The Contractor must ensure that he/she is, at all times, familiar with ACSA’s safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

Note that (within reason) the Contractor will have no claim against ACSA in the event that a permit request is refused.

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

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

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

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

xiv. Insurance provided by the employer
Refer to General Conditions of Contract

C3.4.2 Health and safety
i. **Health and safety requirements and procedures**

The Service Manager shall be entitled to fine the Contractor an amount of **R3000.00** for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor’s responsibilities in this regard to the Employer by any means.

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes. It shall be the Contractor’s responsibility to ensure that all relevant labour and safety legislation is adhered to in scheduling staff.

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 from the ACSA Safety Department.

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

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

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

- All airside areas
- All basement areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

*Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department.*

*Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.*

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

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held.

Emergency / fire equipment and extinguishers shall not be obstructed at any time.

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

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

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

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

At no time must the Contractor interfere with, or put at risk, the functionality of any Sprinklers and/or fire prevention system. Care must also be taken so as to prevent fire hazards.
The Contractor is required to issue all staff with standard uniforms. 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.

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

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

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

iv. **Barricades and lighting**
Where hoarding, barricades or lighting is required in the execution of the Works, the Contractor shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.
C4 Site Information

The warranties for the Replacement of Capex signs should have the minimum of 2 years.
C5 Annexes to C3

<table>
<thead>
<tr>
<th>Title</th>
<th>Annex number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule of Equipment</td>
<td>Annex A</td>
</tr>
<tr>
<td>Preventative Maintenance Activities</td>
<td>Annex B</td>
</tr>
<tr>
<td>Service level agreement</td>
<td>Annex C</td>
</tr>
<tr>
<td>Tools and Special Equipment</td>
<td>Annex D</td>
</tr>
<tr>
<td>Contract start-up proposal</td>
<td>Annex E</td>
</tr>
<tr>
<td>Resource Proposal</td>
<td>Annex F</td>
</tr>
<tr>
<td>Suggested Maintenance Programme</td>
<td>Annex G</td>
</tr>
<tr>
<td>Environmental Proposal</td>
<td>Annex H</td>
</tr>
<tr>
<td>Occupational Health and Safety Act</td>
<td>Annex I</td>
</tr>
</tbody>
</table>
## ANNEX A
### Schedule of Equipment

#### Minimum Equipment Required

<table>
<thead>
<tr>
<th>Item</th>
<th>Equipment No.</th>
<th>Manufacture</th>
<th>Type</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LDV Bakkie not old than 5 years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Minimum 6 meter Aluminum Ladder</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Full equipped tool box to handle sign work</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
ANNEX B
Preventative Maintenance Activities

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all maintenance is done in accordance to ACSA Signage Philosophy document.

<table>
<thead>
<tr>
<th>No.</th>
<th>Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td>3</td>
<td></td>
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<td>16</td>
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<tr>
<td>17</td>
<td></td>
</tr>
</tbody>
</table>

| 1   |            |
| 2   |            |
| 3   |            |
| 4   |            |
ANNEX C
Service Level Agreement

Operational hours
Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year, but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule

It is the contractor's responsibility to ensure that there is always sufficient staff to respond to call outs and perform planned maintenance at the same time, to ensure that the service levels are met at all time.

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

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

The following service levels are the minimum acceptable service levels for this contract.

<table>
<thead>
<tr>
<th>Description</th>
<th>Benchmark (Normal Hours)</th>
<th>Benchmark (After Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability</td>
<td>99.70%</td>
<td></td>
</tr>
<tr>
<td>Response time</td>
<td>90% of all breakdowns shall be responded to within 60min</td>
<td>90% of all breakdowns shall be responded to within 90min</td>
</tr>
<tr>
<td>Call Closure</td>
<td>90% of all breakdowns shall be completed in 24Hrs, unless a special arrangement is made and approved by the service manager</td>
<td>90% of all breakdowns shall be completed in 24Hrs, unless a special arrangement is made and approved by the service manager</td>
</tr>
</tbody>
</table>

Detail requirements regarding staff
The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have relevant experience in the maintenance of the signages. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the signages.

Site Supervisor/manager
The site manager must have:
- Contactable Contract Cellphone

1 x Site Manager
4 x Signage technician
8 x Signage technician assistants

Signage Technician
All Technician must have:
- Valid driver’s license
Response Time, Call Closure, Benchmarking and Penalties

Response time
Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

Call Closure
Closure duration is defined as the time elapsed since the maintenance call was logged at the IMC to the time the contractor reports to the IMC that the problem has been resolved.

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 unless a special arrangement has been made with the service manager.

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.

Defect Free Period
The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractor's workmanship is detected.

Corrective or breakdown the defect free period will be no less than 90 days

Maintenance
Preventive maintenance: The defect free period will be no less than the interval between preventive maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.

Project Work: The defect free period will be no less than 6 months

Notification of Penalties
The employer's representative will notify the contractor in writing of any penalties and any claims directed at ACSA as a result of the equipment being unavailable, will be for the account of the Contractor.

Failure to meet service levels
a. **Response time:** Consistent non-compliance to contracted response times for three consecutive months will result in a penalty of R3000.00 (three thousand rands) for each month after the third month until the specific service level is achieved.

b. **Closure duration:** Consistent non-compliance time to contracted response time for three consecutive months will result in a penalty of R3000.00 (three thousand rands) for each month after the third month until the specific service level is achieved.

c. **Defect free period:** Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.

d. **Safety and housekeeping:** It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed, a penalty of R 2000.00 (two thousand rand) will be retained from the following months invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.
e. **Unsatisfactory performance:** It is expected that the contractor will service and maintain signages in safe and good working conditions as per the requirements of this contract. Where a contractor has failed to achieve such a compliance will result into a penalty of R3,0000.00 (three thousands rand)

Where a response time could not be achieved as a result of a physical impracticality (such as airport security arrangements, communication system weaknesses, abnormal road traffic etc.) this event will not be taken into account in calculating the contractor’s performance and penalty will not apply.

Parties agree that penalties will not be the only final remedy for poor/non-performance. Should an event occur for which a penalty is described; ACSA shall not be limited to claim the amount stated as the penalty. Under no circumstances will a penalty (even if claimed by ACSA) limit ACSA’s, or any other party’s legal position to claim for damages against the contractor as described elsewhere in the contract.

ACSA must notify the contractor in writing of its intention to claim a penalty within 60 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events.
Maintenance record sheets

When maintenance is performed record sheets must be completed and signed off by the Technician.

These record sheets must be stored for the duration of the contract and should be available for inspection at any time. **The lack of complete history files will result in immediate cancellation of the contract.**

All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to ACSA contract manager by the fifth day of every month. **No money will be paid out if record sheets are not handed in.**
ANNEX D

Tools and Special Equipment

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any exclusion to the above should be listed with the lead-time required to deliver same to site.

<table>
<thead>
<tr>
<th>Number</th>
<th>Item description</th>
<th>Lead time</th>
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Software

No Software required
ANNEX E

Contract start-up proposal

The Tenderer shall include a detailed proposal as to starting up the new maintenance contract. This must, as a minimum, include required timelines and personnel training as well as a quotation for the above.
ANNEX F

Resource proposal

The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff (with reference to level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.
ANNEX G

Suggested Maintenance Programme

The Tenderer shall include a suggested maintenance programme that must attempt to cover all requirements under this contract.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the following table (the contractor must ensure that sufficient allowance for all the items are made with the pricing in the Activity Schedule):
ANNEX H

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

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

<table>
<thead>
<tr>
<th>ISSUE</th>
<th>REQUIREMENT</th>
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<tr>
<td><strong>Environmental Policy</strong></td>
<td>ACSA’s Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.</td>
</tr>
</tbody>
</table>
| **Storm water, Soil and Groundwater Pollution** | • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.  
• Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.  
• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor’s responsibility to determine the location of these areas.  
• No leaking equipment or vehicles shall be permitted on the airport. |
| **Air Pollution** | • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum.  
• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.  
• Fires: No open fires shall be permitted on site. |
| **Noise Pollution** | • All reasonable measures shall be taken to minimize noise generated on site due to work operations.  
• The Contractor shall comply with the applicable regulations regarding noise. |
| **Waste Management** | • Waste shall be separated as general or hazardous waste.  
• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.  
• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.  
• Contractors shall maintain a tidy, litter free environment always in their work area.  
• Contractors must keep on file:  
  1. The name of the contracting waste company  
  2. Waste disposal site used  
  3. Monthly reports on quantities – separated into general, hazardous and recycled  
  4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal  
  5. Copy of waste permit for disposal site  
This information must be available during audits and inspections. |
| **Handling & Storage of Hazardous Chemical** | • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets.  
• Materials Safety Data Sheets shall be stored with all HCS. |
| Substances (HCS) | • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).  
• All contractors shall be adequately informed with regards to the handling and storage of hazardous substances.  
• Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances. |
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<tbody>
<tr>
<td>Water and Energy Consumption</td>
<td>ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.</td>
</tr>
<tr>
<td>Training &amp; Awareness</td>
<td>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</td>
</tr>
</tbody>
</table>

**Penalties**

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

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

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

I, _______________________________________ (name & surname) of ____________________________
____________________________________________ (company)
agree to the above conditions and acknowledge ACSA’s right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _________________ on this date: ___________________ (dd/mm/yyyy)

at: _________________________________ (airport name).
ANNEX I

OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & 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), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

<table>
<thead>
<tr>
<th>Name of Organisation:</th>
<th>AIRPORTS COMPANY SOUTH AFRICA “ACSA”</th>
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<tbody>
<tr>
<td>Physical Address:</td>
<td>Airport Company South Africa</td>
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Hereinafter referred to as “Client”

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<th>Name of organisation:</th>
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<td>Physical Address</td>
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Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY’S MAIN SCOPE OF WORK

Signage Maintenance and Replacement at OR Tambo International Airport

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

1.2 “Client” refers to ACSA;

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

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

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

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

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

1.7 “SHE” means Safety, Health and Environment.
GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all 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. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.

3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.

4. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.

5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.

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

7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.

8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.,

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

3.1 In terms of this agreement the Mandatary warrants that he / she agrees to the arrangements and procedures as prescribed by the Client and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.
3.2 The Mandatary further warrants that he / she and / or his / her employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

3.3 The Mandatary hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct of his / her activities and that of his / her employees.

4. **SHE Risk Management**

4.1 The 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.

4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. **MEDICAL EMERGENCY RESPONSE**

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. **APPOINTMENTS AND TRAINING**

6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.

6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.

7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.

8.2 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.
9. WORK PROCEDURES

9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.

9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.

9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.

9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer’s health and safety committee meetings on monthly basis.

10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.

10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

11.1 The Mandatary warrants that all their employees and/or their contractor’s employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client’s premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client’s premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract.

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

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

12. MEDICAL EXAMINATIONS

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

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

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

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

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

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

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

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

14. SUB CONTRACTORS

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

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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

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

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

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment’s interface to the Client’s equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS
department in order for the risks to be mitigated prior to the use of such equipment’s. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment’s and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT’S EQUIPMENT

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

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

23. PERMIT MANAGEMENT

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

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

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

- Apply low service damages/penalties as stipulated on the main contract between Mandatory and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

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

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

29. FURTHER UNDERTAKING

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

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