



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER: KSIA7140/2023/RFP**

**TITLE OF PROJECT: MAINTENANCE AND REPAIRS OF MECHANICAL PUMPS**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at King Shaka International Airport**

(Registration Number : 1993/004149/30)

and

(Registration Number : \_\_\_\_\_)

for Maintenance and Repairs of Mechanical Pumps

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**PART C1: AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**Offer**

The employer, identified in the acceptance signature block, wishes to enter into a contract for Maintenance and Repairs of Mechanical Pumps

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

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

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

(in words); (in figures)

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

**for the contractor**

Signature .....	Date .....
Name .....	Capacity .....
(Name and address of organisation) .....	.....
Name and signature of witness .....	.....

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

**Acceptance**

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List

Part C3: Service information.  
Part C4: Site information

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

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

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

**for the Employer**

Signature .....	Date .....
Name .....	Capacity .....
Airports Company South Africa, King Shaka International Airport King Shaka Drive, La Mercy	
Name and signature of witness .....	.....

**Schedule of Deviations**

1 Subject .....

    Details .....

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2 Subject .....

    Details .....

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3 Subject .....

    Details .....

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4 Subject .....

    Details .....

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5 Subject .....

    Details .....

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

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

**Part one - Data provided by the Employer**

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	<b>A: Priced contract with price list</b>
	and secondary Options:	<b>W1: Dispute resolution procedure</b>
		<b>X1 Price Adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17 Low Service Damages</b>
		<b>X18: Limitation of Liability (as amended in Option Z)</b>
		<b>X19 Task Orders</b>
		<b>X20 Key Performance Indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited</b>
	Address	King Shaka International Airport
10.1	The <i>Service Manager</i> is:	Sihle Zuma
11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.</b>
11.2(2)	The <i>Affected Property</i> is	Landside and Airside
11.2(13)	The <i>Service</i> is	Maintenance and Repairs of Mechanical Pumps as <b>set out in Part C3 Service Information.</b>
11.2(14)	The following matters will be included in the Risk Register:	Access to Site Delay in supply of material and/or equipment Progress of the works against the program Travelling public and ACSA stakeholders
11.2(15)	The <i>Service Information</i> is in	<b>The section titled Service Information included as Part C3 of this document.</b>

12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>30 calendar days from Contract Date</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Detailed in Part C3 (Service Information)</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	
30.2	The <i>Service Period</i> is	<b>Three(3) years from the <i>starting date of when the form of offer has been expended whichever occurs first</i></b>
<b>4</b>	<b>Testing and Defects</b>	<b>When the <i>Service Manager</i> assesses the cost incurred by the Employer in repeating a test inspection after Defect is found, he does not include the <i>Contractor's</i> cost of carrying out the repeat test or inspection</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>Four weeks</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is	<b>30 days</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank, as determined from time to time.</b>
<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Rights to Material</b>	<b>The <i>Contractor</i> has a right to use the equipment, Plant and Materials provided by the <i>Employer</i> only to Provide the Service.</b>
<b>8</b>	<b>Risks and insurance</b>	<b>Refer to Part C1.4</b>

<b>83.2</b>	<b>Insurance Cover</b>	<b>Refer to Part C1.4</b>
<b>9</b>	<b>Termination</b>	<p><b>Both parties have right to terminate.</b></p> <p><b>The Party wishing to terminate initiates procedure by notifying the SM and giving his reasons. If SM is satisfied that the Party giving the notice has provided reasons which are valid under the Contract, the SM issues a termination certificate.</b></p>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	<b>Refer to Part C2</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The Adjudicator nominating body is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The tribunal is	<b>Arbitration</b>
W1.4	If the tribunal is arbitration, the arbitration procedure is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>
W1.4	The person or organisation who will choose an arbitrator	<b>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</b>
<b>12</b>	<b>Data for secondary Option</b>	
<b>X1</b>	<b>Price Adjustment for inflation</b>	<b>Not applicable to this contract</b>

X2	<b>Changes in the law</b>	A change in law of the country in which the Affected Property is located is a compensation event if it occurs after the Contract Date. The <i>Service Manager</i> may notify the <i>Contractor</i> of a compensation event for a change in law and instruct him to submit quotations. If the effect of a compensation event is a change in the law to reduce the total Defined Cost, the Process are reduced.
X17	<b>Low service damages</b>	<p>If the Contractor produces substandard work the Employer can:</p> <p>Insist the <i>Contractor</i> corrects the Defects to provide the quality specified in the service information</p> <p>Recover the cost of having it corrected by other people if the <i>Contractor</i> fails to correct the Defect within the specified time or</p> <p>Accept the Defect and a quotation from the <i>Contractor</i> for reduced Prices in return for a change to the service information</p> <p>Refer to table Annexure 1 For low service damages</p>
X18	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>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</b>
X18.2	For any one event, the <i>Contractor's</i> liability to the Employer for loss of or damage to the <i>Employer's</i> property is limited to	<b>The total of the Prices</b>
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	<b>The total of the Prices</b>



X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<b>The <i>Contractor's</i> total direct liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</b>
		The excluded matters are amounts payable by the Contractor as stated in this contract for:
		<ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- death of or injury to a person;</li> <li>- infringement of an intellectual property right</li> </ul>
X19	Task Order	The task order is work within the <i>Service</i> which the <i>Service Manager</i> may instruct the <i>Contractor</i> to carry out within a state period of time
X20		Refer to Annexure A
Z	The <b><i>Additional conditions of Z1 – Z19 contract are</i></b>	
	<b>Amendments to the Core Clauses</b>	
Z1	Interpretation of the law	
Z1.1	<b>Add to core clause 12.3:</b>	
	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	<b>Providing the Service:</b>	
Z2.1	<b>Delete core clause 20.1 and replace with the following:</b>	
	The <i>Contractor</i> provides the <i>Service</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Service</i> , when complete, shall be fit for their intended purpose.	
Z5	<b>Termination</b>	
Z5.1	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":</b> "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".	
	<b>Amendment to the Secondary Option Clauses</b>	

<b>Z7</b>	<b>Limitation of liability:</b>
	<b>Insert the following new clause as Option X18.6:</b>
<b>Z7.1</b>	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
<b>Z7.2</b>	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 <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	<b>Additional Z Clauses</b>
<b>Z8</b>	<b>Cession, delegation and assignment</b>
<b>Z8.1</b>	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , 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 <i>Contractor</i>
<b>Z8.2</b>	The <i>Employer</i> maycede and delegate its rights and obligations under this contract to any person or entity
<b>Z9</b>	<b>Joint and several liability</b>
<b>Z9.1</b>	If the <i>Contractor</i> 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 <i>Employer</i> for the performance of the Contract.
<b>Z9.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z9.3</b>	The <i>Contractor</i> 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 <i>Employer</i> .
<b>Z10</b>	<b>Ethics</b>
<b>Z10.1</b>	The <i>Contractor</i> undertakes:
<b>Z10.1.1</b>	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;
<b>Z10.1.2</b>	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 <i>Employer</i> 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.

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**Z11 Confidentiality**

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- 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.

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**Z12 Employer's Step-in rights**

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**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.

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**Z13 Liens and Encumbrances**

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**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

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**Z14 Intellectual Property**

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

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

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

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

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

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

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

**Z14.5.3** the proper use of the Works.

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

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**Z15** **Dispute resolution:** **Refer to W1 of this contract**

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**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

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

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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

## Panel of Arbitrators

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

**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 BBEE 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 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.

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**Z19 Delegation**

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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.

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**PART C1.2b CONTRACT DATA****PART TWO – DATA PROVIDED BY THE CONTRACTOR**

<b>Clause</b>	<b>Statement</b>	<b>Data</b>
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

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11.2	The following matters will be included in the Risk Register	<ul style="list-style-type: none"><li>• Existing Services</li><li>• Access to Site</li><li>• Delay in supply of material and/or equipment</li><li>• Progress of the works against the program</li><li>• Travelling public and ACSA stakeholders</li></ul>
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**PART C1: AGREEMENTS AND CONTRACT DATA**  
**C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b> <b>AIRPORTS COMPANY SOUTH AFRICA</b> <b>KING SHAKA INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>Airport Company South Africa</b>  King Shaka Drive, La Mercy, 4407

**Hereinafter referred to as "Client"**

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

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

## **MANDATORY'S MAIN SCOPE OF WORK**

### **1. Definitions**

- 1.1 "Mandatory" 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**

- a) 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.
- b) 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.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
- g) 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.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

**THE UNDERTAKING**

The Mandatory undertakes to comply with:

**2. REPORTING**

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

**3. WARRANTY OF COMPLIANCE**

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

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

- 4.1 The 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 makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## **12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.
- 12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:
- Individual's history of general and previous occupational health
  - Comprehensive physical examination for evaluation of systemic function
  - Blood Pressure Measurement
  - Weight, Height and Body Mass Index
  - Urine screening
  - Drug screening
  - Audio screening
  - Lung Function Test
  - Keystone eye test
  - Work at Height Questionnaire
  - Muscular skeletal questionnaire

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

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within fourth eight (48) hours.
- 13.2 All incidents referred to in Section 74 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 providing 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 82 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 be monitoring 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 nonconformance 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 noncompliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply penalties as stipulated on the main contract between Mandatary 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.

## 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 immovable 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.

<b>COMPLIANCE WITH THE OCCUPATIONAL HEALTH &amp; SAFETY ACT 85 OF 1993</b>
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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:

- a) 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.
- b) 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.

- c) 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.

## **28. 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.

**ACCEPTANCE BY MANDATARY**

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

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

Mandatarly – WCA/ Federated Employers Mutual No..... Expiry date  
.....

\_\_\_\_\_  
**1 SIGNATURE ON BEHALF OF MANDATARY**

(Warrant his authority to sign)

\_\_\_\_\_  
**DATE**

Witnesses:

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

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

\_\_\_\_\_  
**2 SIGNATURE ON BEHALF OF THE CLIENT  
AIRPORT COMPANY SOUTH AFRICA**

\_\_\_\_\_  
**DATE**

Witnesses:

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

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

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.4: ACSA INSURANCE CLAUSES**

#### **INSURANCE CLAUSES FOR OPEX PROJECTS**

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer , Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

(a)PUBLIC LIABILITY Insurance – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.

The Employer shall pay any premium due in connection with the insurance effected 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 Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

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

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

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

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

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

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

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

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

(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

(ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

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

Sub-Contractors

The Contractor shall:

(a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause and enforce the compliance by Sub-Contractors with this clause where applicable."

**C2 PRICING SCHEDULE****Pricing Schedule A – Preliminary Costs**

#	Type	Cost for Contract Duration Excluding VAT and Escalations
1	Safety File (OHS Compliance (Tools and equipment training, PPE, Safety File, and medicals))	R 5
2	Induction and Permits	R 10 000.00
<b>Total</b> (Excluding Escalations and VAT)		<b>R</b>

*Permit Fees to be paid on proven cost*

**Pricing Schedule B – Annual Maintenance**

Item No.	Description	Cost Per Pump	Quantity	Annual Price
1	Grundfos CR90-3-A-F-A-E-HQQE (A96124079P10845) 22 kW - 209 kg	R	4	R
2	Wilo (MVI-1605) 5.5 kW	R	2	R
3	Wilo (MVI-3205) 9 kW	R	2	R
4	HCP (Submersible) 11 kW HCP AF615	R	4	R
5	Trailer Pump Kirloskar (Centrifugal pump) 10.6 kW	R	1	R
6	Jung Pumpen 0.85Kw-380VAC	R	2	R
<b>TOTAL</b>				<b>R</b>

**PRICING SCHEDULE C: Provision for Spares(Including Mark Up) (Annual Costs)****Bidder to complete**

Value of Item or Services	**Mark-up (Contractor to fill in) (Y)	Spares amount for budget purposes *Z*	Total mark-up values to be budgeted- (Contractor to fill in)  = (*Z*x Y) +Z
R0 - R2,000	%	R20 000.00	R
R2,001 - R5,000	%	30 000.00	R
R5,001 - R10,000	%	R100 000.00	R
R10,001 - R50,000 and above	%	R150 000.00	R
<b>Sub-total C (Third party Mark-up)</b>  (Note: Should be part of the form of offer and acceptance)			R

**Mark-Up of 3<sup>rd</sup> Party Procurement:**

- Spares and sub-contracted work will be charged at cost plus mark-up.
- VAT shall not form part of mark-up calculations.
- Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
- Mark-up percentage will be subject to negotiations between the Bidder and ACSA.

**Pricing Schedule D - Provision**

#	Type	Unit of Measure	Cost Per Annum Excluding VAT and Escalations
1	Loan Pump Rentals	Annual	R 50,000.00
2	Call Out Costs (Technician plus Assistant)	Annual	R 50,000.00
<b>TOTAL</b>			R100 000.00

**Pricing Schedule E – Labour Rates (Not to be include in the Summary Pricing Schedule)**

Skill	Hourly Rates Normal Hours	After Hours		
		Weekdays	Saturdays	Sundays and Public Holidays
Technician	R	R	R	R
Artisan	R	R	R	R

Assistant	R	R	R	R
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### Pricing Schedule F – Summary Pricing Schedule

Description		Total Cost Excluding VAT and Escalations
Schedule A: Preliminary Costs		R
Schedule B: Annual Maintenance		R
Schedule C: Spares plus Mark up		R
Schedule D: Provision		<b>R100 000.00</b>
<b>A</b>	<b>Total Cost (Year 1)</b> (Excluding Escalations and VAT)	R
<b>B</b>	<b>Year 2(Total A*7% CPI) +A</b>	R
<b>C</b>	<b>Year 3(Total B*7% CPI) +B</b>	R
<b>Total Excluding VAT for 3 Years</b> (Excluding Escalations)		R
<b>VAT</b>		R
<b>Total Including VAT for 3 Years</b> (Excluding Escalations)		R

### C3. SCOPE OF WORK

#### Description of the Works

The supply of bulk water services, flow and storm water flow are aided by mechanical pumps installed at different locations within the vicinity. This is done to improve the flowrate and increase the gravity feed. The mechanical pumps are installed at different locations including underground and roof structures. The pumps are to be maintained in accordance with original equipment manufacturer. The maintenance intervals must be adhered to prevent unnecessary failures.

#### The Contractor will be responsible for:

- Maintenance and Repairs of all mechanical pump equipment.
- Spares required for repairing / maintaining of all types of mechanical pumps on site.
- Providing loan units, of a similar or better make in instances of longer break down times.
- Providing an updated and detailed maintenance plan for all pumps.

#### Overview of the works

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

- For each equipment, all work will be carried out to standards as required by the **Original Equipment Manufacturer** (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The *Contractor* will be fully responsible for obtaining (and keeping up to date with) said requirements.
- The *Contractor* will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The *Contractor* shall always comply with the Minimum Staffing Schedule – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.
- The *Contractor* shall always remain responsible to ensure that the staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the *Service Manager*. Refer to the Annexes for the required system performance indicators.
- 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 of the mechanical pumps.
- 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 be guaranteed for a period of 3 months after completion of work.

- 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.
- The *Contractor* will be responsible for holding all tools and/or special equipment that might be required for the execution of the works on their premises in order to comply with the Response Time requirements of this contract.
- The *Contractor* shall ensure that, unless a special arrangement is made with the *Service Manager*, all senior staff members and on-site support staffs are always immediately reachable via cell phone.
- 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, and a uniquely numbered reflective jacket (for easy identification via CCTV).
- The *Contractor* will be fully responsible for meeting all requirements to carry-out the services. In addition, all services will be carried out to the standard and frequency as required by the Original Equipment Manufacturer (OEM) and Maintenance and Engineering working procedures, standards, as well as any applicable governing law and/or regulations.
- Upon completion of the relevant service or task, the *Contractor* shall complete a comprehensive written service report in respect the works, listing all activities undertaken, additional services performed, and consumables used and submit this report to the *Employer's* representative for approval and endorsement.
- The consumables necessary to Provide the service namely extinguishing agents, seals, and cleaning materials will be supplied by the *Contractor* at his/her own cost.
- For the avoidance of doubt, any amount allocated to preventive maintenance must include for all standby fees, cell phone support and normal maintenance related spares and lubrication.
- All services shall be charged for in accordance with the Price Schedule, repair services or other services when carried out by a scheduled maintenance shift, in relation to the provision of the services.
- The *Contractor* shall submit a written report to the *Employer* on any items which could adversely affect the operation of the plant or any equipment which needs attention beyond the scope of the contract.

## **PROCUREMENT**

Preferential procurement procedures  
Requirements

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

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

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

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

## **MANAGEMENT**

### **Management of the works**

Particular / generic specifications

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

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

### **Planning and programming**

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

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

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

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

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

### **Methods and procedures**

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

- Assisting with emergency repairs
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- 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
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues
- Safe / legal disposal of used and irreparable spares

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

### **Quality plans and control**

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

### **Environment**

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

At no time, shall the Contractor:

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

### **Format of communications**

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

### **Key personnel**

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

### **Management meetings**

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



**Electronic payments**

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

**Daily records**

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

**Monthly reports**

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

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

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

**Permits**

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

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

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

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

<b>Permit</b>	<b>Required by/for</b>	<b>Department</b>
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security

Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

#### **Proof of compliance with the law**

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

#### **Health and safety**

##### **Health and safety requirements and procedures**

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

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

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

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

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

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

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

All airside areas

All 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 to prevent fire hazards.

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

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

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

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

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

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

#### **Barricades and lighting**

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

## Interpretation and terminology

The following abbreviations are used in this Service Information:

<b>Abbreviation</b>	<b>Meaning given to the abbreviation</b>
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
OEM	Original Equipment Manufacturer
PLC	Programmable Logic Controller
SCADA	Supervisory Control AND Data Acquisition
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SHE	Safety, Health and Environment
MTTR	Mean Time To Repair
MTBF	Mean Time Before Failure

## **MINIMUM MAINTENANCE PROGRAM**

The *Employer* will issue preventive maintenance work orders on a quarterly, annual and biannual basis, the *Contractor* shall adhere to the maintenance requirements including the frequency of service

### **Annual Service**

The Contractor will be responsible for Annual services that consists of but not limited to the following:

- Removal of pumps from designated locations (pits etc.)
- Ensuring the disinfection of areas and or equipment to prevent bacterial infections / contaminations to people and environment as required.
- Removal of dirt on the impeller and check cavitation on the impeller.
- Visual inspection of the oil in the sump and the oil level.
- Check current drawn by the motor that it is within the required limit and record
- Check voltage on the control panel and record voltage
- Inspect shaft and seals for any wear and tear
- Check drive couplings on the pump
- Check bearing noise and inspect bearings
- Check valve operations
- Check electric motors for any loose contacts and vibrations
- Check that cables are in a good condition and tidy
- Complete checklist report and findings during submission to the relevant department
- Check operation of float switches and radar switches
- Service electrical panel and check for loose connections
- Earth leakage test
- Inspection of moving parts, record results
- Renewal of oil on the sump.
- Shaft alignment and calibration.
- Balance rotating assembly.
- Check impeller condition and replace if necessary.
- Grit blast pump remove corrosion and paint the pump.
- Compile service reports and advise accordingly of any further action that requires to be taken. All reports to be forwarded to the relevant contract manager.
- Panel wiring diagram and COC validity check
- Flow and pressure test
- Level and pump interlock test

- Provide a report on the status of each pump inclusive of any correctional action that need to be taken / considered with timelines as well as recommendations, all reports to be forward it to the relevant contract manager.

### Biannual Service

The Contractor will be responsible for Bi- Annual services that consist of; but not limited to the following:

- Pump motor winding, resistance and insulation tests

### SCHEDULE OF EQUIPMENT

#### Equipment Overview - Location / Make / Model / Size:

Location	Pump	Make	Model	Size
3M Reservoir (Landside)	1	Grundfos CR90-3-A-F-A-E-HQQE	A96124079P10845	22 kW - 209 kg
	2	Grundfos CR90-3-A-F-A-E-HQQE	A96124079P10845	22 kW - 209 kg
	3	Grundfos CR90-3-A-F-A-E-HQQE	A96124079P10845	22 kW - 209 kg
	4	Grundfos CR90-3-A-F-A-E-HQQE	A96124079P10845	22 kW - 209 kg
Terminal Roof Plant - Domestic Water Booster (Airside)	1	Wilo	MVI-1605	5.5 kW
	2	Wilo	MVI-1605	5.5 kW
	3	Wilo	MVI-3205	9 kW
	4	Wilo	MVI-3205	9 kW
Basement Entry Storm Water Pumps (Landside)	1	HCP submersible Pump	AF 615	11 kW
	2	HCP submersible Pump	AF 615	11 kW
Basement Exit Storm Water Pumps (Landside)	1	HCP submersible Pump	AF 615	11 kW
	2	HCP submersible Pump	AF 615	11 kW
Permit Office Underground Tunnel Water Pumps(Landside)	1	Jung Pumpen	Submersible	0.85 kW
	2	Jung Pumpen	Submersible	0.85 kW
Trailer Pump	1	Pump Kirloskar	Centrifugal pump	10.6 kW

## **SERVICE LEVEL AGREEMENT**

### **1. Performance objectives**

Normal airport operational hours shall be **from 04:00 to 22:30** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of pumps for routine maintenance shall be arranged with the Airport Management Centre one month in advance to suit airport operations.

#### Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available at all times and should price accordingly but not limited to the listed resources:

<b>Skill</b>	<b>Hours</b>
Millwright	Whenever deemed necessary by the Employer
Technician Assistant	Whenever deemed necessary by the Employer or the Millwright

\* The *Contractor* must maintain at all times the above **minimum** staff and should price accordingly but not limited to the listed resources.

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 scheduling staff.

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

### **2. Emergency Response time**

ACSA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- ❖ Delaying sourcing the required goods,
- ❖ Works or services will result in Loss of life or injury,
- ❖ Reputational harm,
- ❖ Financial losses,
- ❖ Legal consequences,
- ❖ Interruption of essential or
- ❖ Business services and
- ❖ Any other relevant consideration

### 3. Guarantees

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected. Cost/s incurred due to failure to maintain the defect free period will be for the *Contractor*.

Defect free liability period – preventative maintenance	The defect free period will be no less than the interval between preventative maintenance intervals.
Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
Defect free liability period – project work	The defect free period will be no less than 12 months

### 4. Assessments and Reviews

- Quarterly assessment/review shall be done according to this NEC contract.
- Safety issues and file reviewed quarterly or as per Safety department request.
- Contract shall be Audited and Assessed the from time to time.
- The contractor will be assessed and scored quarterly also through the ACSA supplier development system or any other ACSA system.



## 5. Low Service Damages

### Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages and any claims directed at ACSA as a result of the equipment being unavailable, **will be for the account of the Contractor**. The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to (e.g. any authorised ACSA employees and any internal and external audits).

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

### Low service damages tables

Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

Low Service Damages Table 1	
Service Damages	
Key Performance Indicators and parameter	Low Performance Damages from Invoiced Fee
Failure to adhere to response time of 1hour	5%

Failure to complete 100% preventive and corrective maintenance work within the stipulated period on the work order or maintenance schedule	5%
Failure to submit maintenance report within 7 days of completion of preventive maintenance work and within 2 days for corrective maintenance.	2%
Failure to attend and complete corrective maintenance work with non-critical spares within 24 hours after a work order has been issued	5%
Failure to adhere to Safety OHS Act and Safety File reviews i.e., risk assessment. procedure	R2000 per incident
Working on live system without isolation/ proper lock out	5%

<b>Low service damages table 1</b>		
<b>Legislative and Administrative</b>		
<b>Item</b>	<b>Low service</b>	<b>*Damages per incident</b>
1	Failure to issue and wear personal protective equipment (PPE)	R 200.00 to R 20,000.00
2	Failure to conduct safety induction training for all personnel on or visitors to the site	
3	Working on site without attending safety induction training	
4	Failure to maintain valid letter of good standing with the Compensation Commissioner	
5	Failure to keep a visible and legible copy of the OHS Act on the site	
6	Failure to fully stock the first aid box in accordance with all risks identified in the site safety file and risk register	
7	Failure to keep the site safety file up to date at no less than a monthly frequency	
8	Failure to disclose or report any first aid cases, near miss, minor/major/fatal injuries as prescribed by the OHS Act	
9	Failure to adhere to safe work procedure(s) as stipulated in the Hazard Identification and Risk Assessment and safety plan	
10	Failure to maintain records and registers as per the OHS Act and all applicable regulations	
11	Failure to conduct and record all audits and inspections as required by legislation	
12	Keeping and using un-serviced fire equipment on site	
13	Failure to make use of ablution facilities	
14	Failure to remove personnel from site who are (or appear to be) under the influence of intoxicating or impairing substances (such as alcohol or drugs)	
15	Failure to close out previously raised non-conformances	

16	Failure to make and update appointments required by legislation	
17	Failure to adhere to the OHS Act of 1993 and its regulations	
18	Unauthorised water connections	
19	Unauthorised connections to fire main	
20	Unauthorised electrical connections	
21	Unauthorised use of passenger luggage trolleys Such as use of luggage trolleys for purposes other than to transport luggage	
22	Unauthorised and/or unlawful disposal of spoilt materials, waste, used spares/parts, etc.	
23	Unauthorised dumping/disposal/deposit of any liquid or solid waste into storm water or sewer mains	
24	Non-compliance with environmental specifications	
25	Non-compliance with safety specifications OR safety infringements	

**To be decided by a representative of ACSA Safety Department or a representative of ACSA Environmental Management Department, or both, depending on the scope of impact of the infringement and who are duly authorised by the *Employer*.**

### Risk assessment

#### OHS Risks

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Maintenance of Pumps	Occupational injuries	Working on heights	Fall protection plan	Fall arrest system (safety harness used for working on height above 2 meter).
2	Operations: M&E	Mechanical	Maintenance of Pumps	Fire hazard, fatalities	Combustion due hydraulic oil heating up	SWP	Remove all flammable material (papers, plastic etc.) around the oil tank area
3	Operations: M&E	Mechanical	Maintenance of Pumps	Injuries, fatalities.	Oil spillage	Procedure	ARFF department on standby if required. Contractor to have a spill containment kit to contain the spill, while ARFF is contacted through the IMCC.

4	Operations: M&E	Mechanical	Maintenance of Pumps	Occupational injury	Flying Objects	Procedure	Eye protection must be worn (Wear of Safety Glasses). Record of receiving PPE is to be kept on file,
5	Operations: M&E	Mechanical	Maintenance of Pumps	Fire hazard, injuries, fatalities.	Hot work conducted such as grinding, welding	Procedure	Hot work permit be issued prior commencement of work. Fire equipment to be serviceable.
6	Operations: M&E	Mechanical	Maintenance of Pumps	Occupational injury	Tripping Hazard	Procedure	Demarcate Working Area
7	Operations: M&E	Mechanical	Maintenance of Pumps	Injury due to Unsafe lifting equipment	Scissor lift not safe	Annual load test	Annual load test
8	Operations: M&E	Mechanical	Maintenance of Pumps	Hearing loss	Noise generated from the aircraft	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
9	Operations: M&E	Mechanical	Maintenance of Pumps	Aircraft damage, fatalities	persons and vehicle in the airside	Training	On the job training is performed after Airside Induction Training is received.
10	Operations: M&E	Mechanical	Maintenance of Pumps	Aircraft damage, fatalities	Moving Machinery	Training, Procedure	Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
11	Operations: M&E	Mechanical	Maintenance of Pumps	Occupational injuries	Hand Injury	Training, Procedure	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
12	Operations: M&E	Mechanical	Maintenance of Pumps	FOD injected by aircraft, property damage, injuries	Vehicle and tools on at Aprons	Procedure	Area Demarcation during work where applicable and All tools & demarcation to be removed after work
14	Operations: M&E	Mechanical	Maintenance of Pumps	Property damage, vehicle damage, injuries	Driving of vehicles at airside	SWP	AVOP training should be done by drivers with valid driver's license. Vehicles should be deemed serviceable or roadworthy by safety department.

### Administrative Risks

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