AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Term Service

Short Contract (TSSC3)

A contract between **Airports Company South Africa SOC LTD**

and **Refurbishment of ECC Building at Chief Dawid Stuurman Internation Airport**

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Documentation prepared by: **Louwrens Scheepers**

C1 Agreements & Contract Data

C1.1 *Contractor's* Offer and *Employer's* Acceptance

The *Contractor is:*

Name: ……..

Address: ……..

……..

Telephone: ……..

Email: ……..

The percentage for overheads and profit added to the Defined Cost for people is: ……..%

The percentage for overheads and profit added to the other Defend Cost is: ……..%

The *Contractor* offer to Provide the Service in accordance with the *conditions of contract* attached hereto, for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices for part of the *service* in Part 1 **(VAT Inclusive)** of the Pricing Data is:

……

The offered total of the Prices for part of the *services* in Part 2 **(VAT Inclusive)** of the Pricing Data is:

……

Signed on behalf of the *Contractor*

Name: ……..

Position: ……

Duly authorised (Y/N): ……

Signature: …… Date: ……..

The *Employer* accepts the *Contractor's* above Offer to Provide the Service:

Signed on behalf of the *Employer*

Name: ……..

Position: ……

Duly authorised (Y/N): ……

Signature: …… Date: ……..

C1.2 Contract Data

Data provided by the *Employer*

Clause	Statement	Data
	General	
10.1	The *Employer* is (Name):	Airports Company South Africa SOC Limited, Applicable Chief David Stuurman International Airp
	Address	Chief David Sturman International Airport Allister Miller Drive 6067
	Tel No.	041 507 7351
	Fax No.	N/A
	If the *Employer* appoints an *Employer's Agent*, the *Employer's Agent* is:	
14.5	Name	**Louwrens Scheepers**
	Address	Chief David Stuurman International Airport Allister Miller Drive 6067
	Tel No.	**[●]**
	Fax No.	**[●]**
	E-mail address	
	The authority of the *Employer's Agent* is	**Appointed employer's representative**
11.2(5)	The *service* is	**Refurbishment of ECC Building at Chief Dawid Stuurman International Airport.**
11.2(6)	The Service Information is in	**the document called 'Service Information' in Part 3 of this contract.**
30.1	The *starting date* is.	**Upon signing by both parties**
30.1	The *service period* is.	**01 months**
13.2	The *period for reply* is	**7 weeks**
50.1	The *assessment day* is the	**Once of (month)**
51.2		

80.1	The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer*'s property in excess of	**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**
82.1	The *Employer* provides this insurance	**N/A**
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	**N/A**
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	**N/A**
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	**N/A**
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	**No**
93.1	The *Adjudicator* name is	On the Panel
93.2(2)	The *Adjudicator nominating body* is: An Adjudicator is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Adjudicator, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Adjudicator listed in the Panel of Adjudicators below The Parties appoint the Adjudicator under the NEC3 Adjudicator's Contract, April 2013	Panel of Adjudicators
93.4	The *tribunal* is:	**arbitration.**

Name	Location	Contact details (phone & e ma
Adv. Ghandi Badela	Gauteng	+27 11 282 3 ghandi@bade
Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 40 Errol.tate@mv
Adv. Saleem Ebrahim	Gauteng	+27 11 535-1 salimebrahim(
Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 85 sebe@civilpro
Mr. Sam Amod	Gauteng	sam@samam
Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@dur a
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 20 emeka@gosia

The *arbitration procedure* is	**the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.**
The place where arbitration is to be held is	**Johannesburg (South Africa)**
The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.**

The *conditions of contract* are the NEC3 Term Service Short Contract (April 2013) and the following additional conditions

AMENDMENTS TO THE CORE CLAUSES

Z1 **Interpretation of the law**

Z1.1 Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2

Z2.1 Furthermore, the *Contractor* warrants that the results of the Service, when complete, shall be fit for the intended purpose.

ADDITIONAL Z CLAUSES

Z3. **Cession, delegation and assignment**

Z3.1. The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*.

Z3.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z4. **Ethics**

Z4.1. The *Contractor* undertakes:

Z4.1.1. not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z4.1.2. to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

Z4.2. The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to Provide the Services 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.

Z4.3. 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 91.2. the amount due on termination is as per clause 92.1

Z5. Confidentiality

Z5.1. 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 *Employer*, which consent shall not be unreasonably withheld.

Z5.2. If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.

Z5.3. This undertaking shall not apply to –

Z5.3.1. 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;

Z5.3.2. 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;

Z5.3.3. 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);

Z5.4. The taking of images (whether photographs, video footage or otherwise) of the *Services* or any portion thereof, in the course of Providing the Services and after Task Completion Date, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.

Z5.5. The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z6. *Employer*'s Step-in rights

Z6.1. If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 4 weeks of the notification of the default by the *Employer*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, may remedy the default either itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.

Z6.2. 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 *Employer* to achieve this end.

Z7. Liens and Encumbrances

Z7.1. 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

Z8. Intellectual Property

Z8.1. 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 Service.

Z8.2. IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *services.*

Z8.3. The written approval of the *Contractor* is to be obtained before the *Contractor*'s IP is 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.

Z8.4. 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:

Z8.5. the *Contractor's* design, manufacture, or execution of the Services;

Z8.6. the use of the *Contractor's* Equipment, or

Z8.7. the proper use of the Services.

Z8.8. 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.

Annexure A: The *Employer*'s Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Employer*'s Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

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

Information about the Panel and appointment of the selected *Adjudicator* is available from [•]

Data provided by the *Contractor* (the *Contractor*'s Offer)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The *Contractor* is (Name):	**[ ]**
	Address	**[ ]**
	Tel No.	**[ ]**
	Fax No.	**[ ]**
	E-mail address	**[ ]**
63.2	The percentage for overheads and profit added to the Defined Cost for people is	**[ ]%**
63.2	The percentage for overheads and profit added to other Defined Cost is	**[ ]%**
11.2(4)	The Price List is in	**the document called 'Pricing Data in Part C2 of this contract.**
11.2(4)	The offered total of the Prices for part of the *service* in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	**R [●] Including VAT [in words] [●] Including VAT**
11.2(4)	The offered total of the Prices for part of the *service* in Part 2 of the Price List is [Enter the total of the Prices from the Price List]:	**R [●] including VAT [in words] [●] including VAT**

C2 Pricing Data

C2.1 Pricing assumptions

The Price List is in two parts. Part 1 is for work described in the Service Information not requiring the *Employer* to issue a Task Order. Part 2 is for work to be carried out within a stated period of time on a task by Task basis and instructed by Task Order. The *service* may comprise work under Part 1 only or Part 2 only or a mix of both.

Entries in the first four columns of Part 1 of the Price List are made either by the *Employer* or the tenderer. Entries in the first four columns of Part 2 of the Price List would normally be made by the *Employer* as the Party most likely to know the kind of work which will be instructed by the issue of Task Orders. The tenderer then enters a rate for each item and multiplies it by the Expected quantity to produce the Price to be entered in the final column.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only, the Unit, Expected quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters a rate for each item and multiplies it by the Expected quantity to produce the Price, to be entered in the final column.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected quantity column.

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

C2.2 Price List

Part 1

The rates and Prices entered for each item includes for all work and other things necessary to complete the item.

The preventive maintenance costs shall include labour, required tools, required consumables to execute maintenance

Part A: General

Item no.	Activity Description	Frequency	Quantity (per Month)	Amount (per single item)	Total (per Month)
1	AIT Training and Permits (to be claimed on proven cost)	Once (Week) Sum	Prov Sum	R500	R 3 500 (7 People)
2	Safety File	Sum	Sum	R	R
	General Sub-Total A (One month)				**R**

Part C: Special maintenance/Inspections/tests

Description of the works: The Contractor provides the Service / Executes the Works comprising refurbishment of the ECC Building at Chief Dawid Stuurman International Airport, Gqeberha. The building remains occupied. All work to be executed after hours or as agreed with the Service Manager (ACSA).

	ITEMS	DESCRIPTIONS
No		
01	Offices/Meeting Rooms	Prepare and paint internal Office walls. Repair hairline cracks, fill, sand down to smooth finish – 280 m^2.
02	Ceiling Boards	Remove and dispose existing damaged ceiling boards from office. Supply and install new ceiling boards into existing suspended T-grit (Same type). Replace damaged T-grit sections where required – 286 m^2.
03	Carpet Tiles	Lift and remove existing Carpet tiles. Prepare tiles – Colour and spec to be approved by ACSA. Includes new aluminium threshold strips – 170 m^2.
04	Kitchen	- Paint kitchen walls with low-sheen washable enamel. - Repair kitchen Cupboards – replace damaged doors, Hinges, handles and align doors. Make good. Painting - 20 m^2.
05	Ablutions - Toilets	Paint walls of all ablutions. Repair cracks on walls – open crack, fill with appropriate filler, mesh if needed, and repaint. Re-grout tiles where cracked. Leave clean and Functional – 5 m^2.

06	General Requirements: • Safety File: Contractor to submit safety file to ACSA's Safety Officer before starting. • Material Approval: No material to be installed without approval of Building Maintenance Supervisor – Submit samples for ceiling, carpet and paint colours. • Making Good: Contractor to protect all existing finishes and make good any damage caused by works. • Waste: Removal all rubble and waste daily from ACSA premises. • Defects Correction Period: 6 Months from Completion

Part D Spares Supply and Repairs

Description	Cost		
Repairs and spars provisional sum (R 0.00 – R 49 999)	R		
Repairs and spars provisional sum (R 50 000 – R 99 999)	R		
Repairs and spars provisional sum (R 100 000 – R 399 999)	R		
Repairs and spars provisional sum (Greater than R 400, 000.00)	R		
Ad-Hoc Sub-Total D (per month)	**R**		

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

– A-month maintenance expenditure

Description	Total (excluding VAT)
General Sub-Total A	**R**
Labour cost Sub-Total B	**R**
Statutory Inspection Sub-Total C	**R**
Ad-Hoc Sub-Total D	**R**
One -month estimated contract value (Sub –Total E)	**R**

Total of the Prices for Part E (VAT Exclusive)	
VAT	
Total of the Prices for Part E (VAT Inclusive)	

C3: Scope of Work

C3.1 Service Information

For detailed Scope of Works refer to Annexure H

1. Description of the service

DESCRIPTION OF THE WORKS

Employer's objectives

The objective is to refurbish the offices, kitchen and ablution facilities at Chief Dawid Stuurman International Airport to improve their condition, appearance, safety and functionality while minimising interference with airport operations.
The Contractor shall provide all labour, supervision, materials, plant, access equipment, tools, transport, protection, permits, samples, temporary works, cleaning, disposal and other resources necessary to complete the Works.

Detailed scope of works

1. Painting of all rooms - 280 m²

Prepare and paint all office-room walls and approved surfaces. Preparation shall include cleaning, scraping loose material, filling minor imperfections, sanding and spot priming. Apply an approved primer where required and not less than two finishing coats. Colours and paint system shall be approved by the Employer's Agent before commencement. Protect floors, ceilings, windows, doors, fittings, furniture and adjacent surfaces.

2. Removal and replacement of ceiling boards in all offices - 280 m²

Carefully remove existing ceiling boards and dispose of waste at an approved facility. Supply and install new approved ceiling boards. Replace or adjust damaged grid members, trims and fixings where required. Maintain access to services above ceilings and leave the installation level, aligned, secure and neatly finished.

3. Removal and replacement of carpet tiles - 170 m²

Remove existing carpet tiles, adhesive residue and loose material. Prepare and make good the floor substrate. Supply and install approved commercial-grade carpet tiles, including adhesive, edge trims and transition strips where applicable. Install tiles evenly and consistently to the approved pattern and manufacturer's requirements.

4. Kitchen-wall painting - 20 m²

Prepare and paint kitchen walls. Clean and degrease surfaces, repair minor imperfections, apply approved primer where required and apply not less than two finishing coats of an approved washable paint system.

5. Painting of all ablutions - 80 m²

Prepare and paint ablution walls and associated approved surfaces. Clean and treat affected surfaces, apply approved primer where required and apply not less than two finishing coats of a durable paint system suitable for wet areas.

6. Repair cracked walls in ablutions - 5 m²

Open up and clean cracks as necessary, remove loose and defective material, repair with an approved compatible repair system, allow curing, sand and make good to match adjacent surfaces. Complete repairs before painting.

7. Repair kitchen cupboards - as required

Inspect and repair kitchen cupboards, including damaged or misaligned doors, hinges, handles, catches, shelves, edging and other fittings requiring repair. Replace defective minor hardware where necessary and leave all cupboard components aligned, secure, clean and fully functional.

Extent of the works

The Contractor is fully responsible for meeting all requirements in this document regarding the Works and shall verify dimensions and site conditions before ordering materials or commencing work.
All materials shall be new, fit for purpose and approved by the Employer's Agent before installation.
Manufacturer's instructions and applicable SANS requirements shall be followed.
All work areas, fixtures and operational equipment shall be protected. Damage caused by the Contractor shall be repaired at the Contractor's cost.
Waste and rubble shall be removed regularly. On completion, all work areas shall be cleaned and handed over ready for use.
All workmanship and supplied materials shall be free from defects for three months after completion of the relevant work.

Location of the works

The Works are located in the office, kitchen and ablution areas at Chief Dawid Stuurman International Airport, Allister Miller Drive, Gqeberha, 6067.

Completion and handover

The Contractor shall request inspection when the work is complete. Snags shall be rectified before final handover. Product information, warranties and disposal records shall be submitted where applicable.

PROCUREMENT

Preferential procurement procedures
Requirements
The Contractor will respect OEM warrantees to ACSA always when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to always.

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 parts.

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

Subcontracting
No part of this Contract may be subcontracted unless with written approval from ACSA. ACSA shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

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:
Mon-Fri and Sun 06H00 – 22H00;
Sat 07H00 – 19H00

Normal working Hours shall be 07H-08H00

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 ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA might require the following from time to time:

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or Building (ECC)
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site relating to this contract
- Providing of Progress 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

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

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 the maintenance work, 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/Employees.
- cause a fire or safety hazard

Format of communications
Work instructions, daily check Inspection, Weekly maintenance reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the Service Manager (Building Maintenance 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 staff leaves 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

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Site Manager on contract commencement.

Electronic payments
The Contractor should arrange with ACSA'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. maintenance work (including % of scheduled maintenance work completed)
2. maintenance plan for the next week
3. Outstanding maintenance issues

The contractor shall keep copies of all reports and records for at the end of their contract. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

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

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

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

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

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

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

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

Health and safety

Health and safety requirements and procedures
The Service Manager shall be entitled to fine the Contractor an amount of R1000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.
The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons,

equipment and installations relating to this Contract. The Contractor is expected to sign the undertaking in this regard as attached in the annexes.
It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in 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: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

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.

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Service Level Agreement	Annex B
OHS Act Appointment by Contractor	Annex C
Environmental Terms and Conditions	Annex D
Schedule of Tools and Special Equipment	Annex E
Contract start-up proposal	Annex F
Resource proposal	Annex G
Suggested Maintenance Programme	Annex H

2. Specifications

Title	Date or revision	Tick if publicly available
General Specifications:		
Health and Safety requirements		•
Environmental requirements		•
Site regulations and access control		•
Technical specifications:		

3. Constraints on how the *Contractor* Provides the Service

The contractor provides the service in accordance with the service information and minimises the interference caused by his work to the employer and others.

3.1 Meetings

- **The contractor and the employer give an early warning by notifying the other as soon as either becomes aware of any matter which could Increase the total of the Prices**
- **Interfere with the timing of the service or**
- **Impair the effectiveness of the service**

The contractor may give an early warning by notifying the employer of any other matter which could increase his total cost. Early warning of a matter for which a compensation event has previously been notified is not required.

The contractor to co-operate in making and considering proposal for how the effect of each matter which has been notified as an early warning can be avoided or reduced and decided and recorded actions taken

3.2 Use of standard forms

The employer will provide templates that will be used in the administration of this contract after the kick-off meeting

3.3 Invoicing and payment

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

_____

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title.
- *Contractor*'s VAT registration number.
- The *Employer*'s VAT registration number _____.
- The total of
    - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed.
    - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*.
- Less amounts to be paid by or retained from the *Contractor*.
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT.
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

Each payment is paid within 30 days after the next assessment day which follows a receipt of an application for payment by the contractor

3.4 Records of Defined Cost

The contractor notifies the employer of any event which has happened or which he expects to happen as a compensation event. If the contractor does not notify a compensation event within four weeks of becoming aware of the event, he is not entitled to change in the Prices or Task completion date unless the event arises from an instruction of the Employer.

3.5 BBBEE and preferencing scheme

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

4. Requirements for the plan

N/A

5. Services and other things provided by the *Employer*

Item	Date by which it will be provided
The employer provides the right of access for the Contractor as necessary for the work included in this contract	TBC

6. Property affected by the *service*

Chief Dawid Stuurman International Airports Company South Africa

Task Order

Task Order form for use when work within the *service* is instructed to be carried out within a stated period of time on a Task-by-Task basis

Task Order No. **[●]** *service* .**[●]**

To: **[●]**.....
..... (*Contractor*)

I propose to instruct you to carry out the following task:

Description **[●]**

Starting date **[●]**

Completion Date **[●]**

Delay damages per week **[●]**

Please submit your price and programme proposals below.

Signed: Date

(for *Employer*)

Total of Prices for items of work on the Price List (details attached) R._____

Total of Prices for items of work not on the Price List (details attached). R._____

Total of the Prices for this Task Order R _____

The programme for the Task is ..... [ref] (attached)

Signed: Date

(for *Contractor*)

I accept the above price and programme and instruct you to carry out the Task

Signed: Date:

(for *Employer*)