AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Term Service

Short Contract (TSSC3)

A contract between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number: 1993/004149/30)

and **.....**

(Registration Number: .....)

for **MECHANICAL MAINTENANCE OF FUEL HYDRANT SYSTEM AND ARFF SIMULATOR MAINTENANCE AND REPAIRS SERVICES FOR A PERIOD OF 12 MONTHS AT AIRPORTS COMPANY OF SOUTH AFRICA FOR CAPE TOWN INTERNATIONAL AIRPORT**

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Documentation prepared by: Khathulo Rabambi

C1.1 Forms of Offer and Acceptance

Offer
The employer, identified in the acceptance signature block, wishes to enter into a contract for the

MECHANICAL MAINTENANCE OF FUEL HYDRANT SYSTEM AND ARFF SIMULATOR MAINTENANCE AND REPAIRS SERVICES FOR A PERIOD OF 12 MONTHS AT AIRPORTS COMPANY OF SOUTH AFRICA FOR CAPE TOWN INTERNATIONAL AIRPORT

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 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 exclusive of VAT is	
Value Added Tax @ 15% is	
The total offered amount due inclusive of VAT is	
(in words)	

for the Contractor

Signature . . . . . Date . . . . . .

Name . . . . . Capacity . . . . . .

(Name and address of organisation) . . . . . .

. . . . . .

. . . . . .

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

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 Bidder before the end of the period of validity stated in the tender data, whereupon the Bidder 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
and schedules, drawings and documents or parts thereof where so indicated.

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 Bidder 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 employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Unless the Bidder (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,
Cape Town International Airport
Administrative Office
South Office Block
Western Cape
7525

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

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

2 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

3 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

. . . . . .

4 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

5 Subject . . . . . .

Details . . . . . .

. . . . . .

. . . . . .

By the duly authorised representatives signing this agreement, the employer and the Contractor agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder 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 Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

C1.2 Contract Data

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

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

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

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

Wherein in the contract it is stated no contract data is required accordingly the *conditions of contract* remain unaltered as per NEC3 Term Service Contract, April 2013.

C1.2a - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option:	**W1: Dispute resolution procedure**
		X1: Price Adjustment for inflation
	and secondary Options:	**X2: Changes in the law**
		X17: Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		X20: Key performance indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The *Employer* is:	**Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa**
	Address	**Cape Town International Airport Administrative Office South Office Block Western Cape**
	Tel No.	**021 935 1200**
10.1	The *Service Manager* is:	**Khathulo Rabambi**
	Address	**Cape Town International Airport Administrative Office South Office Block Western Cape**
	Tel No.	
	e-mail	**Khathulo.Rabambi@airports.co.za**

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11.2(2)	The *Affected Property* is	**Cape Town International Airport**
11.2(13)	The *service* is	**The Mechanical Maintenance of Fuel Hydrant System, as more fully set out in section C3 *Service Information*.**
11.2(14)	The following matters will be included in the Risk Register	**1. Risk of financial loss and/or injury of 3rd parties due to the proximity of the *service* (or of persons providing the *service*) to all airport users** **2. Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects** **3. Work in confined spaces** **4. Work with flammable and toxic gases** **5 Refer to Annexure E for more risks**
11.2(15)	The *Service Information* is in	**Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference**
12.2	The *law of the contract* is the law of	**the Republic of South Africa**
13.1	The *language of this contract* is	**English**
13.3	The *period for reply* is	**3 working days**
2	**The Contractor's main responsibilities**	**Detailed in Part C3 (Service Information)**
21.1	The *Contractor* submits a first plan for acceptance within	**8 weeks of the Contract Date**
3	**Time**	
30.1	The *starting date* is	**Upon Contract signing by ACSA**
30.2	The *Service Period* is	**12 Months after signing of the contract by ACSA**
4	**Testing and Defects**	**No data is required for this section of the *conditions of contract***
5	**Payment**	
50.1	The *assessment interval* is on the	**between the 1st and 15th day of each successive month.**
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	**Thirty (30) days after receipt of a valid tax invoice**

51.4	The *interest rate* is	**(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and** **(ii) the LIBOR rate applicable at the time for amounts due in other currencies**
6	**Compensation events**	**No data is required for this section of the *conditions of contract.***
7	**Use of Equipment Plant and Materials**	**No data is required for this section of the *conditions of contract.***
8	**Risks and insurance**	
83.1	The *Employer* provides these insurances from the Insurance Table	**(i) Insurance against loss of or damage to the *services*, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and** **(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the *services*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) caused by activity in connection with the contract;** **Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.5 to the *contract* ("the Insurance Schedule").**
83.1	The *Contractor* provides these additional insurances	**Professional Indemnity Insurance** **Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.5 to the *contract*.**
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	**Refer to section C1.5 Insurance Schedule**
83.1	The *Employer* provides these insurances from the Insurance Table	**Refer to section C1.5 Insurance Schedule**
83.1	The *Employer* provides these additional insurances	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for insurance against loss and damage caused by the *Contractor* to the *Employer*'s property is	**Refer to section C1.5 Insurance Schedule**

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83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the *Employer* is:	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer*'s property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor*'s Providing the Service for any one event is:	**Refer to section C1.5 Insurance Schedule**
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the *Contractor's* common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than See Part C1.5**
9	**Termination**	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	**Data for main Option clause**	
A	**Priced contract with price list**	
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	**4 weeks.**
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	**The person appointed jointly by the parties from the list of adjudicators contained below**

Name	**Location**	**Contact details (phone & e mail)**
Adv. Ghandi 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

W1.2(3)	The *Adjudicator nominating body* is:	**Association of Arbitrators (Southern Africa) or its successor body**
W1.4(2)	The *tribunal* is:	**Arbitration**
W1.4(5)	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 organization who will choose an arbitrator	**the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body**

12 Data for secondary Option

X1	**Price Adjustment for inflation**	**The index referred to in this clause shall be deemed to refer to the CPI index on the *starting date*. Price adjustment for inflation shall only take place on contract anniversary**
X2	**Changes in the law**	**No data is required for this secondary Option**
X17	**Low service damages**	**As per the Service Information (C3) – Annex I section 6**
X17.1	The *service level table* is in	**The Service Information, Annex I**
X18	**Limitation of liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	**Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue**
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	**Total of the losses incurred and/or repairs to the damages caused**
X18.3	The *Contractor*'s liability for Defects due to his design of an item of Equipment is limited to	**Total of the losses incurred and/or repairs to the damages caused**
X18.4	The *Contractor*'s total liability to the *Employer*, for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the Total of the losses incurred and/or repairs to the**

		damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. **The excluded matters are amounts payable by the Contractor as stated in this contract for:** - **Loss of or damage to the Employer's property,** - **Defects liability,** - **Insurance liability to the extent of the Contractor's risks** - **death of or injury to a person;** **infringement of an intellectual property right**
X18.5	The *end of liability date* is	**As per the Prescription Act .**
X19	**Task Order**	
X19.5	The *Contractor* submits a Task Order programme to the *Service Manager* within	**5 days of receiving the Task Order**
X 20.1	The incentive schedule for Key Performance Indicators is in - **As per the Service Information (C3) – Annex I section 7**	

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Z(A): The Additional conditions of contract are: Z1-Z19

Amendments to the Core Clauses

Z1 **Interpretation of the law**

Z1.1 **Add to core clause 12.3:** Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 **Providing the Service: Delete core clause 20.1 and replace with the following:**

Z2.1 The *Contractor* provides the *service* in accordance with the *Service* Information and warrants that the results of the *service*, when complete, shall be fit for their intended purpose.

Z3. **Other responsibilities: add the following at the end of core clause 27:**

Z3.1 The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date* .

Z3.2 The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service* Information or notified by the *Service Manager*. Any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.

Z4. **Termination**

Z4.1 **Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings".

Z5.
Z5.1 **Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:**
If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- The additional conditions of contract under these Z clauses
- The conditions of contract and
- The other documents.

Z5.2 The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Price List or any delay to the end of the service period.

Z6. **Payment: Add the following at the end of core clause 51:**

51.5 The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.

51.5 The Employer is entitled to deduct from or set off against any money due to the Contractor

- any sum due to the Employer from the Contractor or
- any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

Amendment to the Secondary Option Clauses

Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:

Z7.1 A change in law is defined as:

Z7.1.1 the adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

Z7.1.2 any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

Z8. Performance Bond: The following amendments are made to clause X13:

Z8.1. Amend the first sentence of clause X13.1 to read as follows: The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Section C1.4 of this Contract Data.

Z8.2. Add the following new clause as Option X13.2: The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period.* If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period.* If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

Z9. Limitation of liability: Insert the following new clause as Option X18.6:

Z8.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

Z8.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

Additional Z Clauses

Z10. Cession, delegation and assignment

Z10.1. 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 final) of the *Contractor*.

Z10.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z11. Joint and several liability

Z11.1. If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.

Z11.2. The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

Z11.3. The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z12. Ethics

Z12.1. The *Contractor* undertakes:

Z12.1.1. 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;

Z12.1.2. 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.

Z12.2. The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 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.

Z12.3. 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, gratuities, 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.

Z13. Confidentiality

Z13.1. 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*, whose consent shall not be unreasonably withheld.

Z13.2. 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*.

Z13.3. This undertaking shall not apply to –

Z13.3.1. information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z13.3.2. 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;

Z13.3.3. 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);

Z13.4. The taking of images (whether photographs, video footage or otherwise) of the *services or Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

Z13.5. The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14. *Employer*'s Step-in rights

Z14.1. If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law 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 the Employer exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

Z14.2. 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.

Z15. Liens and Encumbrances

Z15.1. The *Contractor* keeps the Equipment used to provide the *service* 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 ensures 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

Z16. Intellectual Property

Z15.1 Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.

Z15.2 IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service.*

Z15.3 The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or *the Affected Property*.

Z15.4 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.

Z15.5 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:

Z15.5.1 the *Contractor's service*;

Z15.5.2 the use of the *Contractor's* Equipment, or

Z15.5.3 the proper use of the *Affected Property* on which the service is provided.

Z15.6 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.

Z17. Dispute resolution: The following amendments are made to Option W1:

Z16.1 **Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter":** "excluding disputes relating to termination of the contract".

Z16.2 **The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**

Z16.2.1 "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."

Z16.2.2 "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."

Z17 Day:

Z17.1 Any reference to a day in terms of this contract shall be construed as a calendar day.

Z18 Safety

Z18.1 The *Employer*, *Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant service until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.

Z18.2 As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act)** as amended the Contractor agrees to the following:

Z18.2.1 As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.

Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

Z18.3 The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

C1.2 b - DATA PROVIDED BY THE *CONTRACTOR*

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	
	Company VAT Number	
	Address	
	Telephone no.	
	Fax No.	
11.2	The *working areas* are	See C3 'Service Information'
24.1	The *Contractor's Key people* are:	**CV's to be appended to Resource Proposal (Annex F)**
1	**SUPERVISOR**	
	Name:	
	Qualifications relevant to this contract	
	Experience	
2	**MECHANICAL TECHNICIAN**	
	Name:	
	Qualifications relevant to this contract	

Experience

3 MECHANICAL/ELECTRICAL ASSISTANT

Name:

Qualifications relevant to this contract

Experience

4 OTHER

Name:

Qualifications relevant to this contract

Experience

5 OTHER

Name:

Qualifications relevant to this contract

Experience

	Name:	
	Qualifications relevant to this contract	
	Experience	
11.2	The following matters will be included in the Risk Register	1.See Annexure 2. 3. 4. 5. 6.

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:

Name of Organization: **AIRPORTS COMPANY SOUTH AFRICA** **CAPE TOWN INTERNATIONAL AIRPORT**
Cape Town International Airport **Administrative Office** **South Office Block** **Western Cape** **7525**

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

REQUEST FOR QUOTATIONS FOR MECHANICAL MAINTENANCE OF FUEL HYDRANT SYSTEM AND ARFF SIMULATOR MAINTENANCE AND REPAIRS SERVICES FOR A PERIOD OF 12 MONTHS AT AIRPORTS COMPANY OF SOUTH AFRICA FOR CAPE TOWN INTERNATIONAL AIRPORT

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.

2. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant

3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.

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

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

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

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

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

9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are

present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

   a. Public Liability Insurance Cover as required by the Subcontract Agreement.

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FURTHER UNDERTAKING

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

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

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

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

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

ACCEPTANCE BY MANDATARY

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

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

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**
AIRPORT COMPANY SOUTH AFRICA

C1.4 Forms of Securities

No performance bond or parent company guarantee is required in this contract

C1.5 Insurance Schedule

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

Identified and defined terms	11 11.2	(12) The Price List is the *price list* unless later changed in accordance with this contract. (17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the *Contractor* has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate. (19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Price List represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Price List should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Price List provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Price Lists in tenders. Avoid referring to the Price List as the Activity Schedule.

Function of the Price List

Clause 54.1 in Option A states: “Information in the Price List is not Service Information”. This confirms that instructions to do work or how it is to be done are not included in the Price List but in the Service Information. This is further confirmed by Clause 20.1 which states, “The *Contractor* Provides the Service in accordance with the Service Information”. Hence the *Contractor* does **not** Provide the Service in accordance with the Price List. The Price List is only a pricing document.

Link to the *Contractor*’s plan

Clause 21.4 states “The *Contractor* provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance”. Hence when compiling the *price*

list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *price list* and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the *price list*

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *price list*. Items in the *price list* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *price list* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *price list* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *price list* in order to fulfil the obligation to complete the *service* for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price list* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *price list* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The Contractor does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *price list* in section C2.2 are made either by the *Employer* or the tendering contractor.

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 tendering contractor 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 an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

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.

AIRPORTS COMPANY
SOUTH AFRICA

C2.2 Price List

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

ACSA reserves the right to vary all the activities according to the rates given in this contract.

Part 1 - Administration Cost

Item no.	Description - Contract Administration Costs	Frequency	Quantity	Amount	12 Months Total cost
	Preliminary and General Contract Administration Costs:				
1	Airport Safety Induction & Airport permits	Once Off	5	R 3000	R
2	Airport Parking fees (provisional amount)	Once Off	1	R 1250	R
3	Contract Management and administration	Monthly	12	R	R
4	Safety file	Once Off	1	R	R
				Total Excluding VAT	**R**

- ***N.B.*** *Contract administrative costs not payable upfront but will be drawn off this amount as and when required as per Part C2.1 Price Instructions. This amount covers the full contract duration (12 Months)*
  - *Safety file*

Part 2- Performance **Fee**

Activity	Quantity	Price per unit (Excl VAT)	Total Price Excl VAT (Quantity x Price per unit)
1. Weekly Maintenance activities (As required in Service Information	52		
2. Monthly Maintenance activities: As required in Service Information	12		
3. 6 Monthly Dynamic Test Six	1		
4. Annual Statutory pressure test on fuel hydrant system and required AIA inspections	1		
5. Ad-hoc draining of Valve Chambers, Hydrant Pit, fire simulator pit and fire simulator oily water separator (as and when required) this includes draining and disposal. Price per ton, as when required	120 000L		
6. Monthly TCS Valve Adjustment	12		
7. ARFF Simulator Monthly	12		
8. ARFF Simulator 6 Monthly	2		
9. ARFF Simulator Yearly	1		
10. Afterhours (weekends and holidays) Standby Allowance	52		
		TOTAL Excluding VAT	**R**

The above activity schedule is minimum work required and the contractor as the subject expect matter on these services they are bidding for **shall fill in any other activity with prices for "other" activities which they deem necessary to achieve the set out comes on availability ,reliability, maintainability, MTTR, MTBF, legislative and all other targets set in this contract. **Should an alternative not be presented, the offer will be deemed as the contractor's optimal proposal for which they will be liable for.***

**All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).

***It is noted that the required labour resources and skills for this contract is not prescribed in detail. The contractor is fully responsible to ensure that labour resources remain adequate and competent in order to maintain required service levels, system performance levels and according to all applicable laws and regulations. The Tenderer shall also ensure that all required maintenance is catered for as per the Original Equipment Manufacturer in the pricing above.

****Incentives and Low service damages will be applicable as per the Low service damages table and Incentive table in this contract

AIRPORTS COMPANY
SOUTH AFRICA

Part 3 Activity Schedule: Provisional Ad hoc and Spare Acquisition Cost and Mark-up

***Spares** will be managed using ACSA's manual inventory management system.
The manual inventory management system will include but not limited to;

- Conducting and submission of monthly and quarterly stock count to the Service Manager
- Keeping up-to-date inventory cards
- Management of spares movement
- Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.)
- Ensure safety and security of the storeroom

Spares:

Description	**Total (excluding VAT)**
Subtotal 3a- provisional sum for spares and Ad hoc	**R1 000 000.00**

Mark-up (third party procured items/services)

Bidder to complete

Value of Item or Services	****Mark-up** ***(Contractor to fill in)***	**Spares amount for budget purposes *Z***	**Total mark-up values to be budgeted-** **(Contractor to fill in)** **= (*Z*x Y)**
R0 – R10,000			
R10,001 – R25,000			
R50,001 – R100,000			
R100,001 – R250,000			

The inserted amount ***Z** are for budgeting purposes. The Total mark -up amount in the table is not guaranteed, but the mark-up will be applicable on third party quotations as per requirements of the system. Thus, the contractor will be held accountable to the mark-up filled in this table.*

***The mark-up will be applicable to the total of the third-party quotation not on a single line items in a quotation*.

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

The spares list must be prepared based on tenderers best current spares prices (excl. VAT). The actual costs of spares will be reimbursed on submission of invoices and suppliers supporting documents.

Contract value

Below, 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.

Activity	Description of equipment (no labour)	Quantity	Price
Valve Replacement	Hydrant Pit Valve (with Under Hydrant Valve)	1	
Actuator Valve replacement	Actuator Valve double seal	1	

The prices on this are indicative prices and will be subject to rate of exchange and will not be taken to the form of offer.

12 months total contract value

Below is the guide that must be used in the contract value. This amount must be reported as the Contract Value in the corresponding schedules. Tenderers are reminded that **Part 1 and Part 4** 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

Part 4 - Labour rates and Mark-up - Breakdowns

Any work not included under part 2 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

*All rates to exclude vat. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.

Note: No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site.

Call out rate must include all required travelling and the **first hour on site.**

ADHOC COSTS – VARIABLE

The Ad hoc costs will not form part of the fixed contract costs and will be as per the schedule shown in the table below. For planned work, a quotation will be required and a PR (Purchase Requisition) created before work commences. Thereafter, invoices will be required to process payment.

For emergency work, permission to carry out work outside the scope of the fixed contract service has to be obtained from the Service Manager or his authorised representative or the IAM Manager. PR and Orders for work done will be issued by the employer as soon as possible.

[a]All rates to exclude VAT. Subject to an agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/ decreased to cater for special needs that may arise from time to time.

Additional Skill Set	Activities	Rate/hour
OEM/ Specialised engineering services	Carter, Cameron, Cla-Val, Rotork,	R/hour
Draughtmen	Update existing or supply new drawing after modifications	R/hour

Labour rates and Mark-up
Any work not included under part 2 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Infrastructure	Description of Key Resources	Normal hours (R/hour)	After hours (R/hour)	Monthly Rate
Fuel depot and hydrant system	Site supervisor			
	Technicians			
	Assistant			
	Other (s)			

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance the fuel hydrant system. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the fuel hydrant system

Note the following minimum below as per standardised Mechanical resources per infrastructure;

Description of Key Resources	Minimum Qualifications/Registrations of Key resources	Experience of key resources
Site supervisor	• Minimum SAQAaccredited Trade test (Millwright/Fitting) • Any OHS training certificate	• 3 Experience in maintenance of liquid petroleum facilities • 2 yrs supervisory experience • 2 yrs OHS experience
Technicians	• Minimum SAQAaccredited Trade test (Millwright/Fitting)	3 yrs experience in the maintenance of liquid petroleum facilities
Assistant	Mechanical/Electrical N2	1 year experience in the maintenance of mechanical or electrical equipment

Site supervisor	• Min SAQA Accredited trade test (Millwright/Electrician) • Affiliation with National Association of Corrossion Engineers or Corrosion Institute of Southern Africa • Any OHS Training certificate	• 3 years experience in maintenance of Impressed current Cathodic protection systems • 2 yrs supervisory experience • 2 yrs any OHS Training certificate
Technicians	• Min SAQA Accredited trade test (Millwright/Electrician) • Affiliation with National Association of Corrossion Engineers or Corrosion Institute of Southern Africa	• 3 years experience in maintenance of Impressed current Cathodic protection systems
Assistant		

CALL OUT FEE + DIOGNOSTIC AND REPAIR RATES

NOTE:

a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).

b) All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.

c) Call outs are not chargeable during working hours when technician/ assistants are on site (08:00 – 17:00)

d) The contractor will be compensated according to the contractor's repair rate provided in the below table and it is subject to discussion with the service manager due to external factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T)

Table B: Call outs + Labour

Diagnostic with repairs table:

(time below includes the total time to do diagnostics and repairs for each failure mode and completely resolve the issues leaving the infrastructure totally correctly functional. Note the rates must include all required tools, special tools, software and hardware require to completely resolve the failure)

Item	Item Description	Potential Failure Mode(s)	Estimated time to repair/reset (hrs.)	Budgeted Quantity	Rate per hour (after hours)	Total Cost
	Pit Valve	Valve Passing/Hot Valve cant remain open	5hr	2		

Item	**Item Description**	**Potential Failure Mode(s)**	Estimated time to repair/reset (hrs.)	Budgeted Quantity	Rate per hour (after hours)	Total Cost
Rotor Actuated Valves	Isolation Valves for Hydrant System - Depo and Airside	Hardware Failure/Software Failure	3hr	2		
Fuel Pit	Pit Lids	Lids not Opening/Closing	2hr	5		
		Decommisioned lids bolts lose	1hr	2		
	Pit Valve	Valve Passing/Hot Valve cant remain open	5hr	5		
	Dust Cover	No Dust Cover / Dust cover broken	0.5hr	1		
	Environmental Seal	Wear and Tear	2hr	3		
	Lanyard	Lanyard broken	1hr	1		
	Water/Fuel Ingress	Water/Fuel in the pit	0.5hr	1		
	Environmental seal	Worn Seals	1hr	3		
Signage	emegency stop sign	Sign Damaged	2hr	1		
		Sign Pole Damaged	4hr	1		
		Sign Missing	2hr	1		
Motor	Fan	Fan not working	2hr	1		
	Protective casing	Casing missing	2hr	1		
	Stator	Not Working	4hr	1		
Pumps	Reduction of suction head	Cavitation	5hr	1		

	Impeller	Damae to impleller	4hr	1		
		Excessive vibration	5hr	1		
	Bearings	seized	5hr	1		
	Bearing	leaked	5hr	1		
	Coupling	damaged	5hr	1		
	Shaft	Impleller wear	5hr	1		
	Noise	Bearing worn/Damaged	5hr	1		
		Impeller out of balance	5hr	1		
		Cavitation	5hr	1		
		Debris in the impeller	3hr	1		
Valves	NRVs	Passing Valve	5hr	1		
	Ball/Gate	Passing Valve	5hr	1		
	Actuated	Passing Valve	5hr	1		
	Inline Valves	Off Limits	4hr	1		
		Handwill not turning	5hr	1		
		Noise	3hr	1		
	Low point	Not Flushed	1hr	1		
	PRVs	Passing Valve	4hr	1		
Valve chambers	Electrical connection	loose and broken cables	2hr	1		
	Electrical actuator	Out of limit/Faulty	0.5hr	1		
	Inline Valves (DBB)	Leaking/Passing	12hr	1		
	Sampling valves	Leaking/Passing	3hr	1		
	Water Level Sensor	Faulty	1hr	1		
	VC Sealing	Damaged	2hr	1		
	Pressure Transmitter	Faulty	2hr	1		
	Electric lights	Water ingress	3hr	1		
Pipeline	Corrosion Coating(Epoxy)	Leak	12hr	1		
		Area of the pipeline disbonded	5hr	1		
	Pressure test	Loss of Pressure	12hrs	1		

Estimated Contract Value for Repairs and Maintenance service

Description	Total (Excluding VAT)
Part 1 - Activity Schedule: Provisional Administrative Cost	R
Part 2- Total Performance Fee for 12 months	R
Part 3 - Activity Schedule: Provisional Ad hoc and Spare Acquisition Cost	R1 000 000.00
TOTAL: 12 months CONTRACT VALUE ***(to be carried to the Form of Offer)***	**R**

NB: All Amounts should exclude VAT, the total estimated contract value should be carried over to Form of Offer

C3 Service Information

DESCRIPTION OF THE WORKS

Employer's objectives
The objective is to maintain the serviceability of the Fuel Hydrant at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

The Contractor will maintain all Fuel Hydrant System at Cape Town International Airport as minimum described in the Overview of the works below. The Contractor will be appointed directly by the Airports System Company of South Africa.

Onus is on the contractor to provide assurance that competent persons would be carrying out all tasks in accordance with all the applicable standards, OEM requirements, procedures, regulations and legislative requirements.

1. DESCRIPTION OF THE WORKS

Employer's objectives

Asset Group	Activity	Frequency
System - Fuel Hydrant	Daily Inspection and Cleaning	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three (3) Monthly Maintenance	3M
	Six Monthly Pit Boxes Maintenance	6M
	Yearly Maintenance	Y
Tightness Control System (TCS)	Monthly Maintenance	2W

Fuel Hydrant Maintenance Activities.

The tasks listed are high level/minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract and as listed on the approved inspection sheet. Maintenance records to be kept and filed. To be made available to the service manager monthly for audit purposes.

Weekly activities on Fuel Hydrant Line

- Inspect all pit boxes (visual)
- Clean all exposed pipes (Valve Chambers)
- Clean hydrant pit boxes
- Remove "slops" from pit boxes
- Dispose slops (pits and chambers) as per health & safety procedures and environmental regulations.

- Inspect all high point drains (visual)
- Clean all high point
- Visually inspect and clean mating surface between pit flanges and covers
- Inspect pit boxes for damage, rust and cracks
- Inspect water resistant seals/o'rings on cover and remove debris from mating surface
- Check nicks on rough edges on cover seals (Pits and Chambers)
- Clean and Lubricate (where necessary) moving surface on hinged assembly (Pits and Chambers)
- Tighten Loose Bolts (Chamber and Pit Valves)

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- Clean all high point
- Visually inspect and clean mating surface between pit flanges and covers
- Inspect pit boxes for damage, rust and cracks
- Inspect water resistant seals/o'rings on cover and remove debris from mating surface
- Check nicks on rough edges on cover seals (Pits and Chambers)
- Clean and Lubricate (where necessary) moving surface on hinged assembly (Pits and Chambers)
- Tighten Loose Bolts (Chamber and Pit Valves)

- Pump out water from valve chambers
- Inspect condition of valves
- Tap all bolts to verify loose bolts
- Test for leaks on valve body system
- Test for leaks on body bleed valves
- Test for leaks on seat
- Inspect for leaks on flanges
- Inspect for leaks on joints
- Stroke all Valves
- Inspect for proper operation of the isolation valves and actuators

Monthly Activities Pit Valves

- Inspect all lanyard cables
- Test pilot valves for functionality
- Check condition of dust covers
- Check pressure equalisation valves
- Test valves for functionally
- Check valve for external leakage on:
- Poppet
- Pilot valves
- Valve body
- Pressure equalisation valve
- Flanges
- Do static check on pit relief & pilot valve
- Check the Wear on Pit Valves Using Wear Gauges
- Inspect hydrant pit boxes for wear and damage

Monthly Activities Electrical

- Check and clean all controls and instrumentation inside valve chambers
- Check if hydrant pumps are stopping when ESD are activated (to be done after hours with shell)
- Check condition of all Fuel Hydrant electrical components in all valve chambers, control boxes and main electrical room at the depot.
- Repairs to all Fuel Hydrant electrical components (when necessary)

Monthly Activities Inline Valves

- Observe full stroke of valve (actuated and manual)
- Test valve limits
- Close and open by manual handwheel
- Check for noises during opening & closing
- Lubricate gearbox before & after winter
- Grease stem of valve
- Service the isolation valves

6 Monthly Activities Pit Valve

- Do hydrant dynamic test

7 Yearly Activities Electrical

- Test earth resistance
- Check all electrical equipment and wiring on fixed plant

Line Pressure Tests

Conduct an Annual Pressure Test on the entire Fuel Hydrant Line

- Obtain permit to work from ACSA and Fuel Depot Operator. Approval of Method Statement and Risk Assessment Required.
- Setup test pump and pressure gauges at VC5 in shell depot close valve in adjacent VC6.
- Pressure complete hydrant line
- Hold pressure at 15.5 bars for 1hour.
- Independent inspector to inspect calibration certificates of gauges.
- Inspector (AIA) to inspect all valve chambers for proper valve closures and possible leaks.
- If no drop in pressure inspector to sign off pressure test certificate.
- Release pressure slowly.
- Open all closed valves and put hydrant line back into service.
- Sign off permit to work.

This test must be witnessed by an AIA and must comply to JIG 2 and relevant EI regulation

Conduct Pressure Tests on certain Sections of the Fuel Hydrant Line from time to time as required

Sectional Pressure Test 1: ALPHA APRON

- Obtain permit to work from ACSA and Fuel Depot Operator. Approval of Method Statement and Risk Assessment Required.
- Close valve in VC1 leading to bravo apron.
- Close valve in VC9 linking Alpha apron to Bravo apron.
- Setup test pump and pressure gauges at VC5 in shell depot close valve in adjacent VC6.
- Pressure complete Alpha apron.
- Hold pressure at 15.5 bars for 1hour.
- Independent inspector to inspect calibration certificates of gauges.
- Inspector (AIA) to inspect all valve chambers for proper valve closures and possible leaks.
- If no drop in pressure inspector to sign off pressure test certificate.
- Release pressure slowly.
- Open all closed valves and put hydrant line back into service.
- Sign off permit to work.

Sectional Pressure Test 2: BRAVO APRON

- Obtain permit to work from ACSA Fuel Depot Operator. Approval of Method Statement and Risk Assessment Required.
- Close 2 valves in VC1 leading to Alpha Apron.
- Close valve in VC9 linking Alpha Apron to Bravo Apron.
- Close valve in VC13 leading to Charlie Apron.
- Setup test pump and pressure gauges at VC1
- Pressure complete Bravo Apron.
- Hold pressure at 15.5 bars for 1hour.
- Independent inspector to inspect calibration certificates of gauges.
- Inspector (AIA) to inspect all valve chambers for proper valve closures and possible leaks.
- If no drop in pressure inspector to sign off pressure test certificate.
- Release pressure slowly.
- Open all closed valves and put hydrant line back into service.
- Sign off permit to work.

Sectional Pressure Test 3: CHARLIE APRON

- Obtain permit to work from ACSA Fuel Depot Operator. Approval of Method Statement and Risk Assessment Required.
- Close 2 valves in VC1 leading to Alpha Apron.
- Close valve in VC13 leading to Bravo Apron.
- Setup test pump and pressure gauges at VC13
- Pressurize complete Charlie Apron
- Hold pressure at 15.5 bars for 1hour.
- Independent inspector to inspect calibration certificates of gauges.
- Inspector (AIA) to inspect all valve chambers for proper valve closures and possible leaks.
- If no drop in pressure inspector to sign off pressure test certificate.
- Release pressure slowly.
- Open all closed valves and put hydrant line back into service.
- Sign off permit to work

Emergency Readiness Plan for the Fuel Hydrant System, Airfield and Fuel Depot

Typical Emergency Work

- Pump: Repair and Replacement
- Motors: Repair and Replacement
- Valves (In -line, Control, and Pit) Repair and Replacement
- Pipe leaks: Pipe Repair and Replacement

Actuator Valves Ad-hoc

- (In -line, Control, and Pit) Repair and Replacement valves

Monthly Activities ARFF Simulator

- Perform visual inspection of the internal “diamond mesh floor of the simulator”
- Check for excessive bulging/warping
- Check for “burn-through”
- Perform visual inspection of the punch through windows mesh floor of the simulator
- Perform visual inspection of the simulator shell:
- Check for excessive bulging/warping
- Check for “burn-through”
- Perform visual inspection of earth cable and connection
- Strainer (hc-001)
- Remove strainer from line and clean internals
- Air compressor (kr-001)
- Replace oil with sae40
- Inspect check valve
- Check belt tension
- Check electrical connections
- Igniters
- Clean igniters (after every training session)
- Verify electrical connections
- Flame detectors
- Clean lenses (when cleaning the window/lens, use the cloth and the cleaning solution provided with the detector. Use only the cleaning solution provided, as some cleaners may leave a residue or film that blocks radiation.)
- Concrete bund
- Concrete pillars
- Collector pit Inspection
- Dispose of contaminated water by means of an accredited disposal facility. All documentation to be available on request. (As required or at least once per month)

Six(6) Monthly Activities ARFF Simulator

- Perform a visual inspection on the simulator stairs
- Air compressor (kr-001)
- Replace air filter
- Replace oil in the pump unit
- Flame proof wrapping around electrical wiring
- Replace flame proof wrapping (replace when damages or at six monthly intervals)
- Visually inspect the following for damage
- Control room stair cases
- Doors and locks
- Garage door

- All windows
- Electrical switches
- Lights
- Roof and fascia boards

Yearly Activities ARFF Simulator

- Main fuel pipe line
- Perform pressure test
- Air compressor (kr-001)
- Replace drive belts
- Inspect the receiver for corrosion
- Replace the check valve
- Replace the valve plate
- Compressor yearly maintenance
- Replace the pressure switch
- Replace the safety valves
- Replace the receiver drain tap

TOOLS TO INCLUDE BUT NOT LIMITED TO THE FOLLOWING

- Car fitted with air compressor and pump
- Intrinsically safe power tools, instruments, lights and communication devices (camera 2-way radios and phones)
- Spark proof hand and power tools
- Slop Tanks
- Gas Tester and monitoring device

Note: above is the list of minimum regulations and legislative requirements that the contractor needs to adhere to as mandatory requirements (**work should be carried out by competent people as prescribed in the law and shall be auditable by the employer at any given time**)

Access to site

- ❖ Airside training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside.
- ❖ Permission must be obtained from ACSA operations and IMC before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

- ❖ Airside training and permit should be completed and issued before accessing airside and commencement of work.
- ❖ AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside

- The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirement as specified by law. Also, will be auditable from time to time.
- Personal Protective Equipment should be issued before the commencement of work.

Risk
The are some of the risks identified but not limited to the below and to **Annex E** list.

Current Guarantees and warrantees to be maintained:
- Annex W - N/A

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

For each piece of 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.

Where, such a need is mutually agreed between the Contractor and the Employer, the Employer shall put in place a “Hotline” (i.e. 24-hour telephonic support by product specialist) agreement with the relevant OEM. In this event the Contractor shall be responsible that such Hotline services are always operational and available, but all costs in this regard shall be carried by the Employer. The Contractor shall NOT add any mark-up to any Hotline related expenses. A “Hotline” agreement shall typically ensure that problems relating to system controls are promptly rectified. It is intended that Hotline agreements will be in place with OEMs for PLC related controls and computerised control systems.

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

The Contractor shall always remain responsible to ensure that the on-site 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 Contract Manager. Refer to the Annexes for the required system performance indicators.

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in the

Fuel Hydrant maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.

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 keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly. All spares will be charged according to the Activity Schedule. The Contractor shall arrange for the spares room. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site. Spares will be neatly arranged and easily locatable via an appropriate index on the spares list. Wherever practicable, a notice will be placed on the rack, next to the spare part, as to where the part is used in the installation. A resource will be dedicated to ensuring that spares are effectively managed and scrapped parts and waste removed from site. The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.

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

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

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, track suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

Location of the works
The Works are located at Cape Town International Airport at various locations – mostly in controlled areas. It is crucial for the Contractor to note that Cape Town International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures
Requirements
The Contractor will respect OEM warrantees to the Employer 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 conveyor belts and/or other equipment or 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.

Subcontracting
No part of this Contract may be subcontracted unless with written approval from the Employer. the Employer 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 **from 04:00 to 24:00** for every day of the year.

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

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

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

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 on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to the Fuel Hydrant System
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA

- Recommending improvements on maintenance 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 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 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 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 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 but not limited to:

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. Assets 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 not be compensated for costs relating to the Employer's 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 the Employer'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 the Employer 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 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.

Enterprise and Supplier Development Initiatives

It is a requirement of this project that the successful tenderer enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of Thirty percent (30%) of the tendered contract value.

Tenderers must state transformation deliverables that are both achievable and measurable as the successful tenderer will be required to issue comprehensive monthly reports in response to this tender requirement. The monthly report will be assessed by ACSA"s Internal Transformation Committee, which is accountable for implementation of ACSA"s Transformation initiatives.

C3.2.1 Definition of a Targeted Enterprise

A registered built environment professional firm contracted (either by Joint Venture, partnership or sub-contracting) by the tenderer to perform a specified percentage of work stated in the Contract Data under the guidance of the tenderer and which complies with the following:

a) does not share equity holding with the tenderer; and
b) is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
c) is registered with the South African Revenue Service; and
d) is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level One "Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013) or?
e) is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level One? Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-based Black Economic Empowerment (published in Government Gazette No.36928 on 11 October 2013).
f) has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

C3.2.2 Participation of Targeted Enterprise(s)

The involvement of Targeted Enterprise(s) in the project management, manufacturing and testing is a mechanism to broaden the economic share of the national spend on engineering services and a means to hasten and improve the transfer of technical skills.

The percentage specified for Targeted Enterprise shall be applicable to the management, manufacturing and testing aspects of the project.

C3.2.3 Transformation monthly reporting

The tenderer shall report monthly and provide the following documents:

- The skill development or transferred during the month in question and
- The progress of the targeted enterprises skill development.
- Proof of payment to the target enterprise

C3.2.4 Sanctions for non-compliance with the transformation proposal

In the event that the tenderer does not meet the specified target of work value to the Targeted Enterprise, ACSA shall levy a penalty. The penalty payable is 50% of the value by which the cumulative value of the payments to the Targeted Enterprise fails to meet the specified percentage. The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

ANNEXES to C3 (Service information)

Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Not Applicable
life span	Annex C	Not Applicable
Site information	Annex D	Applicable
Risk assessment Equipment	Annex E	Applicable
Previous completed PMs	Annex F	Not Applicable
Root cause analysis	Annex G	Not Applicable
Estimated times for breakdowns/faults	Annex H	Not Applicable
Service Level Agreement	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	Applicable
Environmental Terms and Conditions	Annex L	Applicable
Maintenance of Spares List Fuel Hydrant	Annex M	Applicable
ACSA maintenance procedure D060 021M Fuel Depot and Reticulation System	Annex N	Applicable
Asset Schedule of CTIA Fuel Hydrant System-Airside	Annex O	Applicable
D010 004WI Refuelling of Aircraft with pax on board	Annex P	Applicable
D010 004M Refuelling of Aircraft	Annex Q	Applicable
D010 003WI Fuel Emergency Shutdown System procedure	Annex R	Applicable
IMCC procedure	Annex S	Applicable
Internal and external factors outside the contractor's control	Annex T	Applicable
ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements	Annex U	Applicable
ACSA Inventory management procedure	Annex V	Applicable
Guarantees and warrantees to be maintained	Annex W	N/A

ANNEX A

SCHEDULE OF EQUIPMENT

List of Fuel Hydrant Pits

AREA	PIT NO.	PIT OPERATIONAL	AREA	PIT NO.	PIT OPERATIONAL	AREA	PIT NO.	PIT OPERATIONAL
A3	109	YES	B1	201	YES			
	110	BLANK		202	YES	C1	301	YES
A4	111	YES	B2	203	BLANK		302	YES
	112	BLANK		204	YES	C2	303	YES
	113	YES	B3	205	YES		304	YES
	114	-		206	BLANK	C3	305	YES
A5	115	YES	B4	207	L/POINT		306	YES
	116	BLANK		207	BLANK	C4	307	YES
	117	YES		208	YES	C5	308	YES
	118	BLANK	B5	209	BLANK			
	119	BLANK		210	NO			
A6	120	YES	B6	211	YES			
	121	BLANK	B7	212	BLANK			
	122	YES		213	YES			
	123	YES		214	YES			
A7	124	BLANK	B8	215	BLANK			
	125	YES	B9	216	YES			
	126	BLANK		216	L/POINT			
A8	127	YES		217	YES			
	128	-		218	BLANK			
	129	YES	B10	220	YES			
A9	130	-		221	YES			
	131	YES	B11	222	BLANK			
	132	-	B12	223	YES			
A10	133	YES		224	YES			
	134	-	B13	225	BLANK			
A11	135	YES		226	YES			
A12	136	YES		227	YES			
A13	137	YES	B14	228	BLANK			
A14	138	YES	B15	229	YES			
A15	139	YES		230	YES			
	140	YES	B16	231	YES			
A16	141	YES	B17	232	YES			
	142	YES	B18	233	YES			
	143	YES		234	BLANK			
			B19	235	YES			
				236	YES			
			B20	237	YES			
			B21	238	BLANK			
			B22	239	YES			
			B23	240	YES			
			B24	241	YES			
				242	BLANK			
			B25	243	YES			
			B26	244	YES			
			B27	245	YES			
				246	BLANK			
			B28	247	YES			
			B29	248	YES			
			B30	249	YES			
			B31	250	BLANK			
				251	YES			
				252	YES			

Alpha Apron

AREA	PIT NO.	PIT OPERATIONAL
A3	109	YES
	110	BLANK
A4	111	YES
	112	BLANK
	113	YES
	114	-
A5	115	YES
	116	BLANK
	117	YES
	118	BLANK
	119	BLANK
A6	120	YES
	121	BLANK
	122	YES
	123	YES
A7	124	BLANK
	125	YES
	126	BLANK
A8	127	YES
	128	-
	129	YES
A9	130	-
	131	YES
	132	-
A10	133	YES
	134	-
A11	135	YES
A12	136	YES
A13	137	YES
A14	138	YES
A15	139	YES
	140	YES
A16	141	YES
	142	YES
	143	YES

Bravo Apron

AREA	PIT NO.	PIT OPERATIONAL
B1	201	YES
	202	YES
B2	203	BLANK
	204	YES
B3	205	YES
	206	BLANK
B4	207	L/POINT
	207	BLANK
	208	YES
B5	209	BLANK
	210	NO
B6	211	YES
B7	212	BLANK
	213	YES
	214	YES
B8	215	BLANK
B9	216	YES
	216	L/POINT
	217	YES
	218	BLANK
B10	220	YES
	221	YES
B11	222	BLANK
B12	223	YES
	224	YES
B13	225	BLANK
	226	YES
	227	YES
B14	228	BLANK
B15	229	YES
	230	YES
B16	231	YES
B17	232	YES
B18	233	YES
	234	BLANK
B19	235	YES
	236	YES
B20	237	YES
B21	238	BLANK
B22	239	YES
B23	240	YES
B24	241	YES
	242	BLANK
B25	243	YES
B26	244	YES
B27	245	YES
	246	BLANK
B28	247	YES
B29	248	YES
B30	249	YES
B31	250	BLANK
	251	YES
	252	YES

Charlie Apron

AREA	PIT NO.	PIT OPERATIONAL
C1	301	YES
	302	YES
C2	303	YES
	304	YES
C3	305	YES
	306	YES
C4	307	YES
C5	308	YES

VC5
• 300 Diameter Twin Seal with an Actuator
• 300 Diameter Ball Valve
VC6
• 400 Diameter Ball Valve with an Actuator
• 400 Diameter Ball Valve
VC7
• 2x 400 TRU Seal Valves
VC1
• 400 Diameter TRU Seal Valve with an Actuator
• 400 Diameter TRU Seal Valve
VC2
• 3x400 Diameter TRU Seal Valves
VC3
• Blank
VC4
• 400 Diameter Twin Seal Valve with an Actuator
VC9
• 400 Diameter Twin Seal Valve with an Actuator
• 2x400 Diameter Twin Seal Valves
VC10
• 400 Diameter Twin Seal Valves
• 400 Diameter Twin Seal Valves with an Actuator
• 300 Diameter Twin Seal Valve with an Actuator
VC 13
• 400 Diameter TRU Seal Valve with an Actuator
• 400 Diameter Twin Seal Valve with an Actuator
VC14
• 400 Diameter Twin Seal Valve
VC15
• Blank
Tank 1- IQ40
Tank 2- IQ40
Tank 3- IQ40
Tank 4- IQ40
Tank 5- IQ40
Tank 6- IQ40

The Simulator

ANNEX D

Site Information

ANNEX I

Service Level Agreement

1. Performance objectives

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of the Fuel Hydrant System for routine maintenance and tests shall be arranged with the Airport Management Centre three months in advance to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with 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:

Skill	Days per week	Hours
Site Manager/Supervisor	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer
Artisan Mechanical and Assistant Mechanical	7	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer
Technician and Assistant Technician	7	Mon-Fri (08:00-17:00) and Whenever deemed necessary by the Employer or the Artisan
Master Electrician (Ad hoc)	Whenever deemed necessary	Whenever deemed necessary

* 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 Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

2. Availability, mean time before failure and mean time to repair

The Contractor must comply with the following minimum system performance benchmarks:

*The Period of review shall be Monthly.

Item	Benchmark*

Fuel Hydrant Overall System - Availability	Availability must be a minimum of 99.5% per month.
Fuel Hydrant Overall System - MTTR	45min.
Fuel Hydrant Overall System - MTBF	48 Hrs.
% of planned maintenance completed per month	100%
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed with 6 working days from date of issuing to contractor –(Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 1 working day from date of issuing to contractor–(Issued by ACSA either by mail or manual collection)

3. Emergency Response time

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

- Delaying to source 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

Below are the some of the emergencies identified but not limited to the below list

Item Description	**Response Time**
In a case where the Pit lid or Pit Valve is malfunctioning, safety emergency devices activated.	15 minutes during normal
In a case where the Pit lid or Pit Valve is malfunctioning, safety emergency devices activated.	45 minutes after hours

4. 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.

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.

There are no current (the time of this bid) warrantees and guarantees on the infrastructure to be maintained by the contractor.

5. Assessments and Reviews

- Monthly assessment/review shall be done according to this NEC contract.
- Safety issues and file reviewed quarterly or as per Safety department frequency.
- 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.

6. Low service damages

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages.

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this 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 must 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:

Item No.	Achieved Overall System Availability per Month	As Per CMMS(Actual)	Payment presentence
1	99.5%		100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%		10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
3	96.99% - 95.00%		15% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
4	94.99% - 93.00%		20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	92.99% - 91.00%		25% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

Any availability less than 91% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.

Not meeting system MTTR of 0.517 Hrs (i.e. MTTR >0.517 Hrs).	R10 000/month
Not meet system MTBF 48 Hrs (i.e. MTBF > 48Hrs)	R10 000/month
Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). Note work is complete after the PMs have been correctly completed returned to the contract manager and the ACSA IMC to be closed out.	R4 000/month
Not turning PO into completed works / completion certificate on agreed times lines as stated in Risk register	R4 000.00 / per PO / month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination

Emergency Response time

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

- Delaying to source 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

Below are the some of the emergencies identified but not limited to the below list

Item Description	**Response Time**	
In a case where the Pit lid or Pit Valve is malfunctioning, safety emergency devices activated.	15 minutes during normal	R1 000.00/event
In a case where the Pit lid or Pit Valve is malfunctioning, safety emergency devices activated.	45 minutes after hours	R1 000.00/event

Discretionary annual contractor's performance review/assessment will be performed to consider the renewal of contract. Should the contractor's performance deemed below satisfactory the contract will not be renewed upon contract anniversary, therefore the contract will be terminated.

7. Incentives and Continuous improvement

Item No.	Achieved Availability per Month	Payment presentence
1	Consistent Overall system availability of 99.5% - 100.00% over six consecutive months.	Only 10% of One Month's maintenance & inspection costs

Continuous Improvement Program and the Computerized Maintenance Management System
It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of systems
2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
3. Etc.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

8. Internal and external factors

A list of some of the internal and external factors which may affect equipment SLAs / availability and are beyond the contractor's control are listed in **Annex T.** In such an event the contractor will not pay for low services damages which were caused by factors which were proven to be beyond the contractor's control.

MAINTENANCE RECORD SHEETS
When maintenance is performed, record sheets must be completed and signed off by both the Technician and an ACSA representative.

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

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

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

ANNEX J

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

This form is in C1.3 in this contract and must be filled in by the contractor

ANNEX K

Minimum Maintenance Programme

The Tenderer shall include a suggested maintenance programme that must attempt to cover all requirements under this contract. The below list should be used as a minimum. The responsibility lies with the contractor in ensuring compliance to OEM instructions

Asset Group	Activity	Frequency
System - Fuel Hydrant	Daily Inspection and Cleaning	D
	Weekly Maintenance	W
	Monthly Maintenance	M
	Three (3) Monthly Maintenance	3M
	Six Monthly Pit Boxes Maintenance	6M
	Yearly Maintenance	Y
	Three (3) Yearly Pressure Vessel Test	3Y
Tightness Control System (TCS)	Monthly Maintenance	2W

ANNEX L (Contractor to fill in)

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

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	• Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	• All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	• Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: 1. The name of the contracting waste company

	2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low Service Damages

Low service damages shall be imposed by the Employer on Contractors who are found to be infringing these requirements and/or legislation. The Contractor shall be advised in writing of the nature of the infringement and the amount of the low service damages to be imposed. The Contractor shall take the necessary steps (e.g. training/remediation) to prevent a recurrence of the infringement and shall advise the Employer accordingly. The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings the Council, authorities, landowners and/or members of the public may institute against the Contractor.

Low service damages shall be between R 200.00 and R 20,000.00, depending upon the severity of the infringement. The decision on how much low service damages to impose will be made by ACSA's (the Employer) Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the low service damages, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge the Employer's right to impose low service damages should I or any of my employees or sub-contractors fail to comply with these conditions.

Signed: _____ on this date: _____ (dd/mm/yyyy)

at: _____ (airport name).

ANNEX M

Maintenance Spares List

Cla-Val valve	**4"**
Carter valve	**4"**
Klinger gasket	**4"**
Klinger gasket	**6"**
Spiral gasket	**6"**
Stud + Bolts set SS	**130mm x 20mm 6”**
Stud + Bolts set SS	**90mm x 15mm 4”**
Galvanized nuts	**M20**
Blanks	**6"**
Lanyards	**5mm**
	3mm
	2mm
Ferrules	**5mm**
	3mm
Lanyard rings	**N/A**

ANNEX N

ACSA maintenance procedure D060 021M Fuel Depot and Reticulation System

- Available upon request from the ACSA service manager

ANNEX O

Asset Schedule of CTIA Fuel Hydrant System-Airside

Available upon Request from the ACSA service manager

ANNEX P

D010 004WI Refuelling of Aircraft with pax on board

Available upon Request from the ACSA service manager

ANNEX Q

D010 004M Refuelling of Aircraft

Available upon Request from the ACSA service manager

ANNEX R

D010 003WI Fuel Emergency Shutdown System procedure

Available upon Request from the ACSA service manager

ANNEX S

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager

ANNEX T

Internal and external factors

Below is a list of internal and external factors which may affect equipment availability and are beyond the contractor's control:

	Type	**Comment**
External resources	Utilities •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit	-No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	•Outside Operating conditions/parameters •Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators •Damage by others (users and Third parties) i.e. Elevator doors •Incorrect use •Foreign material is system	-No impact to reliability/Maintainability. -Impact on availability from operations view This are some of the occurrences that may not be considered the Normal Operating conditions
Other	•Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	-Affect Maintainability

	Typically: It is the responsibility of the Client to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time intime	No impact on service provider. The Risk is not sitting with a single owner

ANNEX U

ACSA Mechanical Standardised Minimum legal requirements and minimum competency requirements

Jet A1 Fuel System - Fuel depot and hydrant system	Core	• Maintenance of the Fuel depot and Reticulation system • Pressure Equipment Regulations • NERSA License conditions • EI, JIG and API Standards • SANS 10089 • Environmental Regulations • Electrical Installations Regulations	D060 021M	06 March 2013	A valid AIA developed MHI Risk Assessment	Before Commissioning an Installation and at intervals not exceeding 5 years	Site supervisor	• Minimum SAQA accredited Trade test (Millwright/Fitting) • Any OHS training certificate	• 3 Experience in maintenance of liquid petroleum facilities • 2 yrs supervisory experience • 2 yrs OHS experience
					A valid On-site Eemergency Plan	Once every 3 years	Technicians	• Minimum SAQA accredited Trade test (Millwright/Fitting)	3 yrs experience in the maintenance of liquid petroleum facilities
					Manufacturer's Fuel Pipe test certificate	For each pipe procurement	Assistant	Mechanical N2	1 year experience in the maintenance of mechanical or electrical equipment
					An AIA witnessed pipe pressure test	3 yearly			
					ASME B31.3 Piping Designs (NERSA License condition)	Before commissioning and installation			
					Calibration records of potable gas meters (for confined spaces)	Quarterly (Q)			
					Engineering Change Management Register and records	6 Monthly			
					ESD Test records	Monthly			
					Updated As-Built Drawings of the system	Check annually			
					Buried piping external coating spot inspection records	5 yearly			
					Hydrant pit box and valve chamber inspection records	Weekly (W)			
					Hydrant pit valve integrity test records	Monthly			
					Hydrant pit valve dynamic test (valve closing test)	Annually or after valve overhaul			
					Soak test records	Before commissioning an installation or after modification			
					Meter Proving records	6 Monthly			
					Hydrant pit valve movement measurement records	Annually			
					Hydrant deadleg flushing records (EI1560)	3 Monthly			
					Internal Tank Integrity Inspection and test records	5 yearly			
					Low point flushing records (EI 1560)	Weekly (W)			
					DB Earth leakage test records	Quarterly (Q)			
					Maintenance records as per procedure	Monthly, quartely, yearly			
					Electrical and Control panel wiring drawings	Yearly (Y)			
Jet A1 Fuel System - Cathodic protection	Core	• Maintenance of the Fuel depot and Reticulation system • Electrical Installation regulations	D060 021M	06 March 2013	Rectifier outputs and anode bed performance trends	Monthly	Site supervisor	• Min SAQA Accredited trade test (Millwright/Electrician) • Affiliation with National Association of Corrosion Engineers or Corrosion Institute of Southern Africa • Any OHS Training certificate	• 3 years experience in maintenance of Impressed current Cathodic protection systems • 2 yrs supervisory experience • 2 yrs any OHS Training certificate
					Soil resistivity test	Annually	Technicians	• Min SAQA Accredited trade test (Millwright/Electrician) • Affiliation with National Association of Corrosion Engineers or Corrosion Institute of Southern Africa	• 3 years experience in maintenance of Impressed current Cathodic protection systems
					Maintenance records as per procedure	Monthly, quartely, yearly	Assistant		

ANNEX V

ACSA Inventory procedure

Available upon Request from the ACSA service manager

ANNEX W

Current Guarantee and Warrantee

N/A