



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NUMBER: DIA5879/2019/RFP

TITLE OF PROJECT: MAINTENANCE AND REPAIRS OF HYDRO – CARBON DETECTION SYSTEM FOR A PERIOD OF 3 YEARS AT KSIA

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at KING SHAKA INTERNAIONAL AIRPORT

(Registration Number : 1993/004149/30)

and

(Registration Number : _____)

for **MAINTENANCE AND REPAIRS OF HYDROCARBON DETECTION SYSTEM**

Contents:	No of pages
Part C1 Agreements & Contract Data	
Part C2 Pricing Data	
Part C3 Employer Service Information	
Part C4 Site Information	

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for MAINTENANCE AND REPAIRS OF HYDROCARBON DETECTION SYSTEM FOR A PERIOD OF THREE YEARS

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

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

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

(in words); (in figures)

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

for the contractor

Signature Date

Name Capacity

(Name and address of organisation)

.....

Name and signature

of witness

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

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3: Service information.
- Part C4: Site information

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

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

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

for the Employer

Signature Date
Name Capacity

Airports Company South Africa,

[KING SHAKA INTERNATIONAL AIRPORT KING SHAKA DRIVE, LA MERCY]

Name and signature of witness
.....

Schedule of Deviations

1 Subject

Details
.....
.....
.....

2 Subject

Details
.....
.....
.....

3 Subject

Details
.....

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	KING SHAKA INTERNATIONAL AIRPORT
10.1	The <i>Service Manager</i> is:	SIHLE ZUMA
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	WESTERN OUTFALL, SOUTHERN OUTFALL, FUEL FARM
11.2(13)	The <i>Service</i> is	MAINTENANCE AND REPAIRS OF HYDROCARBON DETECTION SYSTEM As set out in Part C3 <i>Service Information</i> .
11.2(14)	The following matters will be included in the Risk Register	Existing Services Access to Site Delay in supply of material and /or equipment Progress of the works against the program Travelling public and ACSA stakeholders
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document.
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa

13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days

21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	
30.2	The <i>Service Period</i> is	Three (3) years from the <i>starting date</i>
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	Four weeks (not more than five)
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.
7	Title	No data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4

9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
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 <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
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	The total of the Prices
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - 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

Z **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 or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 **Providing the Service:**

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

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

Z5 Termination

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

Amendment to the Secondary Option Clauses

Z7 Limitation of liability:

Insert the following new clause as Option X18.6:

Z7.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

Z8 Cession, delegation and assignment

Z8.1 The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*

Z8.2 The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

Z9 Joint and several liability

Z9.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

Z9.2 The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

Z9.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z10 Ethics

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- Z10.1** The *Contractor* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 ***Liens and Encumbrances***

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

Z14 ***Intellectual Property***

- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works

- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
 - Z14.5.2** the use of the *Contractor's* Equipment, or
 - Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the
Adjudicator**

An *Adjudicator* is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Adjudicator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Adjudicator* listed in the Panel of Adjudicators below

The Parties appoint the *Adjudicator* under the NEC3 Adjudicator's Contract, April 2013

Panel of Adjudicators

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 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z15.2 Appointment of the Arbitrator

An *Arbitrator* is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated *Arbitrator*, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an *Arbitrator* listed in the Panel of *Arbitrators* below

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 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 Rynke SC	Gauteng	083 653 2281 reynke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16 Notification of a compensation event

Z16.1 Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.

Z17 BBEE and Tax Clearance Certificates

Z17.1 The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate . Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z18 Communication

Z18.1 **Add a new Core Clause** 14.5 and 14.6 to read as follows:

The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

Z18.2 The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.

Z19 **Delegation**

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

Z19.1 As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

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

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA KING SHAKA INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa KING SHAKA DRIVE, LA MERCY

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

INSURANCE

1. The Mandatory 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 Mandatory 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 Mandatory 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 Mandatory on the Client's premises must be performed under the

- close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
 3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
 4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
 5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
 6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
 7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
 8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
 9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
 10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
 11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
 12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
 13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
 14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.
4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR OPEX

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

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

The Employer shall pay any premium due in connection with the insurance effected by the Employer. (ii)The

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

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

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

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

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

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

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

carrying out of such enquiries.

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

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

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

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

Insurance Affected by the Contractor.

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

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

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

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

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

(i)The insurances to be provided by the Contractor and his Sub-Contractors shall: (A)be affected with Insurers and on terms approved by the Employer.

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

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

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

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

Sub-Contractors The

Contractor shall:

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

PART C2: PRICING DATA

Pricing Schedules:

#	EQUIPMENT	Cost of service per Unit	QUANTITY	Frequency of Service	Price Per Year Excl VAT
1	Actuators	R	3	2	R
2	Hydro-Carbon Detectors (Including calibration)	R	4	2	R
3	PLC Board	R	3	2	R
4	UPS	R	3	2	R
5	Scada System	R	1	2	R
Total Excluding VAT (Year 1)			R		R

Note: Cost of service includes labour for one instrumentation technician, a mechanical technician/artisan and a technical assistant plus travelling.

Table 2

Period		CPI increase	Total
Year 1		N/A	
Year 2	Total from year 1	6% CPI	
	R	R	R
Year 3	Total from year 2	6% CPI	
	R	R	R
Sub-Total excl Vat			R

ADHOC Rates

2.1.1.1 Pricing Schedule 2: Labour Rates

#	SERVICE	LABOUR RATE PER HOUR
1	1 X Instrument Technician	R
2	1 X Mechanical Artisan/Technician	R
3	1 X Technical Assistant	R

2.1.1.2 Pricing Schedule 3: Travelling Rates

#	RATE PER KM	NO OF Kilometres
1	R	
2	R	

2.1.1.3 Pricing Schedule 4: Disposal of Contaminated Water

#	Description	RATE PER litre
1	Uploading	
2	Transportation	
3	Disposal	

Disposal certificate is required upon completion.

Rates for ADHOC services

(ADHOC applies to additional work requested by the employer outside scheduled maintenance). These rates are not to be added to the summary pricing schedule.

Mark Up on bought items

_____ %

When claiming for bought out items, supplier to submit invoice from the third party

2.1.1.4 Summary Pricing Schedule: x

#	SERVICE	Total
1	Pricing Schedule 1 Table 2	R
2	Permits (Includes, AVOP, Basement parking, personnel permits)	R15 000
3	Safety file	R
	Provision for disposal of contaminated water	R200 000
	Provision for spares and repairs	R350 000
	Total cost of contract excluding VAT	
	VAT (15%)	
	Total cost of contract including VAT	

PART 3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1
	Total number of pages	

PART C3: EMPLOYER’S SERVICE INFORMATION

Contents.

Part 3: Scope of Work	Error! Bookmark not defined.
C3.1: Employer’s service Information	Error! Bookmark not defined.
1 Description of the service	31
1.1 Executive overview	31
1.2 Employer’s requirements for the service.....	31
1.3 Interpretation and terminology	33
2 Management strategy and start up	35
2.1 The Contractor’s plan for the service	35
2.2 Management meetings.....	35
2.3 Contractor’s management, supervision and key people	36
2.4 Provision of bonds and guarantees.....	36
2.5 Documentation control	36
2.6 Invoicing and payment	37
2.7 Contract change management.....	37
2.8 Records of Defined Cost to be kept by the Contractor	37
2.9 Insurance provided by the Employer	38
2.10 Training workshops and technology transfer	38
2.11 Design and supply of Equipment	38
2.12 Things provided at the end of the service period for the Employer’s use	38
2.12.1 Equipment	38
2.12.2 Information and other things	38
2.13 Management of work done by Task Order.....	38
3 Health and safety, the environment and quality assurance	39
3.1 Health and safety risk management	39
3.2 Environmental constraints and management.....	41
3.3 Quality assurance requirements	42
4 Procurement	42
4.1 People	43
4.1.1 Minimum requirements of people employed	43
4.1.2 BBBEE and preferencing scheme	43
4.2 Subcontracting	43
4.2.1 Preferred subcontractors	43
4.2.2 Subcontract documentation, and assessment of subcontract tenders	43
4.2.3 Limitations on subcontracting	43
4.2.4 Attendance on subcontractors	44
4.3 Plant and Materials	44

4.3.1	Specifications	44
4.3.2	Correction of defects	44
4.3.3	<i>Contractor's</i> procurement of Plant and Materials	44
4.3.4	Tests and inspections before delivery	45
4.3.5	Plant & Materials provided "free issue" by the <i>Employer</i>	45
5	Working on the Affected Property	46
5.1	<i>Employer's</i> site entry and security control, permits, and site regulations	46
5.2	People restrictions, hours of work, conduct and records	47
5.3	Health and safety facilities on the Affected Property	48
5.4	Environmental controls, fauna & flora	48
5.5	Cooperating with and obtaining acceptance of Others	48
5.6	Records of <i>Contractor's</i> Equipment	48
5.7	Equipment provided by the <i>Employer</i>	48
5.8	Site services and facilities	49
5.8.1	Provided by the <i>Employer</i>	49
5.8.2	Provided by the <i>Contractor</i>	49
5.9	Control of noise, dust, water and waste	49
5.10	Hook ups to existing works	49
5.11	Tests and inspections	49
5.11.1	Description of tests and inspections	49
5.11.2	Materials facilities and samples for tests and inspections	49
6	List of drawings	50
6.1	Drawings issued by the <i>Employer</i>	50

Description of the service

Executive overview

The Contractor will maintain and repair hydro-carbon detection system at King Shaka International Airport. The contractor will be appointed directly by the Airports Company South Africa.

The objective of this contract is to maintain the operability and serviceability of hydro-carbon detection system at King Shaka International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

Slik Sleuth ss200 ADS and Oil and Fuel Detection Sensors are designed for installation in aboveground, storage tank (AST) facilities, oil terminals, equipment rooms, or anywhere early leak and spill detection is warranted.

Oil detection sensors can be used at single points, or in a system array, to continuously monitor for accidental leaks and spills. In a world of ever-increasing regulatory pressure and public scrutiny, the system provides personnel responsible for fuel spillage control the ability to automatically detect spills, thus helping to prevent costly oil spill clean-up, mitigation, regulatory fines, and public relations nightmares.

A broad range of oil types are detected by Slick Sleuth including crude, fuel, lube, transformer, diesel, jet and others. Automated real-time detection triggers local alarms and/or interfaces directly to facilities' monitoring and control system (e.g. DCS, SCADA) for early-warning alert, containment and response. The robust sensor package is designed for all-weather installation and the Model SS200 ADS is certified for use in hazardous gas environments.

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

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

a. Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger

Employer's requirements for the service

The Contractor will maintain and repair hydro- carbon detection system at King Shaka International Airport. The Contractor will be appointed directly by the Airports Company of South Africa.

The objective of this contract is to maintain the operability and serviceability of hydro- carbon detection system at King Shaka International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation.

Overview of the works

Background

Slick Sleuth SS200 ADS and Oil & Fuel Detection Sensors are designed for installation in aboveground, storage tank (AST) facilities, oil terminals, equipment rooms, or anywhere early leak and spill detection is warranted.

Oil detection sensors can be used at single points, or in a system array, to continuously monitor for accidental leaks and spills. In a world of ever-increasing regulatory pressure and public scrutiny, the system provides personnel responsible for fuel spillage control the ability to automatically detect spills, thus helping to prevent costly oil spill clean-up, mitigation, regulatory fines, and public relations nightmares.

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

Hydro carbon detection system includes:

Assets	Types	Quantity
Hydro carbon detectors	SS200 ADS	4
Rotork Actuators	IQ12F10A	3
PLC Panel	MK2	3
Sluice gate valves	Sluice	3
UPS	Siemens	3
SCADA System	Siemens	1

Assets location:

Fuel farm

Southern outfall

Western outfall

Pre-Service Activities:

Maintenance Instructions:

Safe isolation of system

Warning signs and notices

Remove manhole covers to provide access to the pollutant storage.

Storage manhole: Use vacuum truck or other similar equipment to remove all water, debris, oils and sediment.

Storage manhole: Use a high-pressure hose to clean the manhole of the remaining sediment and debris. Then use the vacuum truck to remove the rinse water.

Primary manhole: Use a submersible pump to pump the bulk of the water from the primary manhole into the clean storage manhole. Stop pumping when the water surface falls to one foot above the accumulated sediments.

Primary manhole: Use vacuum truck or other similar equipment to remove all remaining water, debris, oils or sediment.

Primary manhole: Use a high-pressure hose to clean the manhole of all the remaining sediment and debris. Then use the vacuum truck to remove the rinse water.

Inspect the two manhole covers and replace when needed.

Dispose the contaminated water, oils, sediment and trash at an approved facility.

Main services activities:

Servicing of actuators

Servicing and replacement of batteries on UPS

Servicing of sluice gate valves

Servicing of cooling system on PLC boards

Servicing and calibration of sniffers (Hydro detectors).

Detailed services:

The service and maintenance of the KSIA hydrocarbon detection system. The scope includes service and maintenance (twice a year) of the hydrocarbon detection system at the following location;

Fuel Storage Depot

Western Outfall

Southern Outfall

Site work testing of SPILL -panels (Instrumentation)

Hydrocarbon detection verification

Control system panel and PLC check

Loop test signals between PLC and field equipment

Test signals, alarms and indications on SCADA system

Servicing of UPS's (x3)

Calibration of sniffers (x4)

Servicing of actuators (x3)

Ensure that there's connection of SCADA to PLC and to Field devices

In case there was disconnection, ensure that there's restoration of communication and programming between SCADA, PLC and field devices

Note: Reports and calibration certificates to be issued on completion.

Inspection and checks items for the Hydro Detection System:

Inspection Items
Visual inspection; check for paint finishes, control knobs and valve stems.
Check the oil level and replenish if necessary.
Check the tightness of fasteners i.e. bolts, nuts and washers.
Check that the handwheel operation is possible and there is physical movement of the valve
Remove the terminal covers, check the connections for tightness. Check the compartment for tightness.
Also check the compartment for water ingress, take necessary corrective action. Replace the O ring seal if necessary.
Visual inspection on the motor and the motor cover
Remove the electrical cover and check the compartment for ingress of moisture. Check the status of switches, contactors and electrical apparel. Then replace the O ring seal if necessary.
Replace all screws using grease to allow for future removal and for corrosion prevention.
Place the actuator on auto, pass hydrocarbon under sensor, check if the valve closes.
Check operation of the valve (auto and manual close & open)

General conditions of service:

Service and repairs of all work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works. The Contractor shall comply with the Minimum Staffing Schedule at the time services are performed – as stipulated in the Annexes.

The Contractor shall at all times remain responsible to ensure that the staff compliment, and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes. Should the Contractor not be able to maintain adequate system performance indicators due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager. Refer to the Annexes for the required system performance indicators.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable of the system. 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 personnel. The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works on their premises in order to comply with the Response Time requirements of this contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

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).

The Contractor will be fully responsible for meeting all requirements to carry-out the services. In addition, all services will be carried out to the standard and frequency as required by the Original Equipment Manufacturer (OEM) and Maintenance and Engineering working procedures, standards, as well as any applicable governing law and/or regulations.

Upon arrival at the Employer's Premises at the pre-arranged time, the Contractor will report to the Employer's representative and attend to any matters which may necessitate action.

Upon completion of the relevant service or task, the Contractor shall complete a comprehensive written service report in respect of his/her visit, listing all activities undertaken, additional services performed, and consumables used and submit this report to the Employer's representative for approval and endorsement before leaving the Employer's Premises. The report pro-forma shall be subject to the Employer's approval. Detailed maintenance sheets shall be completed after the relevant portion of the service has been provided. All job-related certificates shall be handed to ACSA's Maintenance and Engineering department e.g. Compliant Certificates, test certificates etc.

The consumables necessary to provide the service namely extinguishing agents, seals, and cleaning materials will be supplied by the Contractor at his/her own cost.

For the avoidance of doubt, any amount allocated to preventive maintenance must include for all standby fees, cell phone support and normal maintenance related spares and lubrication.

All services shall be charged for in accordance with the Price Schedule, repair services or other services when carried out by a scheduled maintenance shift, in relation to the provision of the services.

The Contractor shall submit a written report to the Employer on any items which could adversely affect the operation of the plant or any equipment which needs attention beyond the scope of the contract.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa

KSIA	King Shaka International Airport
OHS	Occupational Health and Safety
OEM	Original Equipment Manufacturer
PPE	Persona Protective Equipment
PLC	Programmable Logic Controller
SCADA	Supervisory Control and Data Acquisition

Contractor’s management, supervision and key people
 Human Resources

Key Personnel	Qualification
Instrumentation Technician	Diploma in Electronics or Instrumentation or Information Technology OR
Or	Matric + PLC or Scada special courses
Artisan/ Technician/ Engineer	OR
	Trade test certificate/Diploma/Degree in Mechanical Engineering
	Health and Safety Training
	Basic First aid training
Technical Assistant	NQF Level 2 Qualification

Management strategy and start up.

The Contractor's plan for the service

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

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

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

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

Management meetings

The 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

Regular meetings of a general nature may be convened and chaired by the Supply Manager as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Quartely	KSIA	Employer and Contractor
Overall contract progress and feedback	Quartely	KSIA	Employer and contractor

Contractor's management, supervision and key people

Documentation control

All contractual communication will be in the form of properly compiled letters, reports or forms attached to emails and not as a message in the e mail itself.

The Contractor shall submit service reports on completion of each service and before the invoice is submitted. The report should cover but not limited to maintenance done (Including % of scheduled maintenance completed) and the maintenance plan for the next service.

There are other additional reports that may be requested by the Employer from time to time to aid investigations or continuous improvement initiatives.

Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Airports Company South Africa

PO Box 57701

King Shaka International Airport

4407

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;
The contract number and title;
Contractor's VAT registration number;
The *Employer's* VAT registration number 4930138393,
Description of service provided for each item invoiced based on the Price List;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

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

Contract change management

Should there be any changes on the scope of work, addition or reduction in equipment during the contract period, ACSA KSIA will formally notify the Contractor of the changes, an addendum will be compiled and signed by the two parties accordingly.

Health and safety, the environment and quality assurance

Health and safety risk management

Health and safety risk management

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor an amount of R2000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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

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

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

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

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

All airside areas

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

Any process in the above-mentioned areas involving open flames, sparks, or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.)

The Contractor, at his/her own expense shall provide such equipment, for his/her employees

The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises

The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

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

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

At no time must the Contractor interfere with, or put at risk, the functionality of any fire detection and/or fire prevention system. Care must also be taken to prevent fire hazards.

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include: safety shoes, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios

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

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

Protection of the public

The Contractor shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the 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.

Quality assurance requirements

All maintenance shall be done in accordance with OEM requirements.

Procurement

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

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

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

People

Minimum requirements of people employed

Before an individual permit is issued by ACSA, all applicants will go through SAPS screening process. . ACSA will not issue permits to individuals that fail the screening process unless an appeal is done and approved by ACSA Security committee
People from foreign countries shall be required to produce a valid work permit before an ACSA permit can be issued. Key personnel for this contract should be: 1 x Technician/ Engineer and 1 X Technical Assistant

BBBEE and preferencing scheme

The Contractor shall ensure that when subcontracting the BBBEE level of the subcontractor is always equal or better than that of the main contractor.

Subcontracting

Preferred subcontractors

The Contractor shall remain responsible for providing the subcontracted portion of the works.

Subcontract documentation, and assessment of subcontract tenders

The main Contractor shall ensure that they have an agreement with the subcontractors and suppliers to ensure that there are no delays in supply of spares and /or service rendering.

Limitations on subcontracting

The contractor may not subcontract more than 25% of this contract.

Attendance on subcontractors

State requirements for attendance on Subcontractors, if any

Plant and Materials

Specifications

Bought out spares and services will be done by the Contractor on behalf of the Employer. The Employer shall reimburse the Contractor for all costs incurred at cost plus ---% mark-up.

Correction of defects

The Contractor shall warrantee all repairs done on equipment. Should the same fault and/or breakdown occur before the warrantee period has lapsed, the Contractor shall cover the cost of the repair.

For equipment that has reached its end of life i.e. can no longer be repaired, the Employer will replace equipment from capital expenditure (CAPEX).

Contractor's procurement of Plant and Materials

The contractor shall buy all spares on the employer's behalf and shall be reimbursed for costs plus ---% mark up

Tests and inspections before delivery

All maintenance done on equipment shall be verified by the employer.

Working on the Affected Property

The Contractor shall accept and respect the fact that the Airport and Premises are continuously undergoing construction and improvement and that a variety of stakeholders are involved in ACSA's business. Therefore, within reason and with prior arrangement with the Contractor, ACSA reserves the right to request the following from time to time.

To permit other operators reasonable access to those working areas occupied by the Operator for purpose of the execution of the Services in accordance with the provisions of this Agreement

Co-operating with ACSA Security relating to security issues

Employer's site entry and security control, permits, and site regulations

The airport is regarded as a National Key Point; therefore, it has strict access requirements, the contractor will be required to obtain relevant access permits.

All airside services are in restricted areas and access-controlled areas; accordingly, it is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

Control of noise, dust, water and waste

The airport is under operation, therefore it required that contractors are considerate when rendering service and control noise, dust, water and waste.

PART C4: SITE INFORMATION