

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at King Phalo International Airport, Chief Dawid Stuurman International Airport and King Shaka International Airports

(Registration Number: 1993/004149/30)

and **TBC**

(Registration Number: _____)

for Maintenance service of all Airfield Ground Lighting Systems at King Phalo International Airport, Chief Dawid Stuurman International Airport and King Shaka International Airports

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter a contract for: Maintenance service of all Airfield Ground Lighting Systems at King Phalo International Airport, Chief Dawid Stuurman International Airport and King Shaka International Airports.

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 Phalo & Chief Dawid Stuurman Airport & King Shaka International Airport

1 Cane lands Drive
 King Shaka International Airport,
 LA Mercy

68 Settlers Way
 King Phalo & Chief Dawid Stuurman
 5200

Allister Miller Dr Walmer
 Gqeberha,
 6070

Name and
 signature
 of witness

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 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 activity schedule
	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 1	King Shaka Airport , King Shaka Dr, La Mercy, 4405
	Address 2	King Phalo & Chief Dawid Stuurman Airport 68 Settlers Way East London 5200
	Address 3	Chief Dawid Stuurman International Airport Allister Miller Dr, Walmer Gqeberha, 6070
10.1	The <i>Service Manager</i> is:	Mthokozisi Zungu
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 <i>Service Manager</i>.
11.2(2)	The <i>Affected Property</i> is	King Shaka, King Phalo Airport & Chief Dawid Stuurman International Airport as set out in Annex A of the Part C4 the Site Information.
11.2(13)	The <i>Service</i> is	Maintenance service of all Airfield Ground Lighting Systems at King Phalo International Airport, Chief Dawid Stuurman International Airport and King Shaka International Airports as set out in Part C3 <i>Service Information</i>.

11.2(14)	The following matters will be included in the Risk Register	The method statement Planned maintenance work (Annex B) Safety Legislated Annexes update
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	14 calendar days from Contract Date
2	The Contractor's responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Upon signature of the contract by ACSA
30.2	The <i>Service Period</i> is	Five (5) years
4	Testing and Defects	No additional data required for this section
5	Payment	
50.1	The <i>assessment interval</i> is on the	25 th day of each successive month Effective payment to be made within 30 days of invoice receipt. Assessment will be done immediately after the <i>service</i> .
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	Thirty (30) Days after receipt of a valid Tax Invoice
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.
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

83.1	The Employer provides these insurances from the Insurance Table	Insurance against loss of or damage to the services, AGL and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and Insurance (Public Liability Insurance) against liability for loss or damage to property (except the services, AGL 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 C1.4 to the contract ("the Insurance Schedule").
83.2	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 C1.4 to the contract.
83.3	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 <i>conditions of contract</i>.
10	Data for main Option clause	
E	Cost Reimbursable Contract	Tenderer is to provide pricing information for operation and maintenance as described in this document. Contractor will be reimbursed for any works required that is not due to improper maintenance. Refer to Section 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 Costs Incurred and/or Damages suffered to the Employer's property
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 Costs Incurred and/or Damages suffered to the Employer's property
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	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, The Total Costs Incurred and/or Damages suffered to the Employer's property 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 intellectual property right - The Total Costs Incurred and/or Damages suffered to the Employer's property
X19	Task Order	
X19.1	Task Order	No Data is required for this secondary option
Z	The Additional conditions of Z1 – Z19 contract are	
	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 <i>Service Manager</i>, the <i>Supervisor</i>, or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	

Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> 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:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
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 <i>Contractor</i> 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 <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i> .
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity.
Z10	Ethics
Z10.1	The <i>Contractor</i> 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 <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
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 reyneke@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 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

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 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 AGL Equipment, and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the ICAO Regulations.

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

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:	

11.2 The following matters will be
included in the Risk Register

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 work may commence

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA: KING SHAKA, KING PHALO AIRPORT & CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT.
Physical Address: King Shaka, Cane lands Drive, LA MERCY, Chief Dawid Stuurman International Airport, King Phalo & Chief Dawid Stuurman Airport, Allister Miller Dr, Walmer 68 Settlers Way Gqeberha, King Phalo & Chief Dawid Stuurman 6070 5200

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatory/Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

To provide Maintenance service of all Airfield Ground Lighting Systems at King Phalo International Airport, Chief Dawid Stuurman International Airport and King Shaka International Airports for a Period

of 5 years

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed 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 Mandatories (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 Mandatories 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 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 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 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,

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 OHS Act 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 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.

PART C1: AGREEMENTS AND CONTRACT DATA

C1.5: ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK

- EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA 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 ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	All reasonable measures shall be taken to minimize noise generated on site as a result of work operations. The Contractor shall comply with the applicable regulations with regard to 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 at all times in their work area. Contractors must keep on file: The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 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 ACSA immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

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

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

PART C2: PRICING DATA

C2.1 Pricing Assumptions

1. Pricing increment will be negotiated as per CPI yearly on the eve of the contract.

2. PRICING INSTRUCTIONS:

2.1 Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.

2.2 A detailed breakdown of costs to be attached.

2.3 All rates quoted as part of this bid will apply to Task Orders as/when required (additional work outside scheduled maintenance).

2.4 Do not leave any area blank in the pricing schedules (e.g. if not applicable (N/A) or included in cost elsewhere, indicate accordingly)

2.5 Annual Maintenance price:

2.5.1 Must include all costs applicable to carry out the service viz. labour, consumables, travel, accommodation.

2.6 Task Order Pricing

2.6.1 Task Order price to include the first two hours, which includes travelling, accommodation, labour & repairs.

2.6.2 The cost on Task Order will be claimed on proven Task Order and associated costs.

2.6.3 Where the repairs exceed two (2) hours the hourly rate quoted in the Labour Rate schedule will apply.

2.6.4 Where the yearly Task Orders as been exhausted, the hourly rate and travelling rate will apply as quoted in the table below and PRICING SCHEDULE respectively.

2.7 Critical Spares Holding:

2.7.1 Claim on the usage of Critical Spares Holding will be based on prior ACSA approval and proven cost approved by ACSA representative. Where the critical spares have been exhausted or spare is required, the 3rd party item/services mark-up rates shall apply.

2.7.2 Pricing for the Spares shall include delivery cost.

2.8 Permit costs:

- Permit costs will need to be paid up front by the successful bidder, and ACSA will reimburse against proof of payment.
- No mark-up to be levied on Permit costs.
- All employees will be checked for criminal records, and no permit will be granted to those with criminal records.
- Cost for lost permits and new employees will not be reimbursed by ACSA.

2.9 3rd Party Procured Items and Services:

- Spares (material) and sub-contracted work will be charged at cost plus mark-up.
- VAT shall not form part of mark-up calculations.
- ACSA shall provide the storeroom where the materials will be stored.
- The procured spares/materials quotes must be market related and contractor to provide a receipt from supplier. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.

2.10 The final form of offer must be inclusive of VAT.

2.11 The VAT portion must be indicated separately.

2.12 Payment for this contract will be against proven cost.

2.13 CPI value in the price list is used for estimation purposes the applicable CPI will be the CPI at the anniversary date of the contract.

C2.2 The Price List

Activity Schedule

PART A: KSIA Constant Current Regulator Maintenance: Annual Maintenance							
#	Description	(a) Size in KVA	(b) No. of units	(c) Unit of Measu re	(d) Price / Unit	(e) No of servic es Per Year	Price per year Excluding VAT (b) x (d) x (e)
Annual Maintenance							
1	Denel Aviation CCR	4	23	Each	R	1	R
2	Denel Aviation CCR	7.5	16	Each	R	1	R
3	Denel Aviation CCR	10	2	Each	R	1	R
4	Denel Aviation CCR	15	8	Each	R	1	R
5	Denel Aviation CCR	25	10	Each	R	1	R
6	Denel Aviation CCR	30	4	Each	R	1	R
Sub-total A Excluding VAT							R

PART B: CDSIA Constant Current Regulator Maintenance: Annual Maintenance							
#	Description	(a) Size in KVA	(b) No. of units	(c) Unit of Measu re	(d) Price / Unit	(e) No of servic es Per Year	Price per year Excluding VAT (b) x (d) x (e)
Annual Maintenance							
1	CRE, 400V, ADB, Single JBUS on Ethernet	5	10	Each	R	1	R
2	MCR 5000, 380V, ADB	10	13	Each	R	1	R
3	MCR-III, 400V, ADB	4	14	Each	R	1	R
4	ADB Safe gate MCR	7.5	2	Each	R	1	R
5	CRE, 400V, ADB, Single JBUS on Ethernet	4	2	Each	R	1	R
6	CRE, 230V, ADB, Single JBUS on Ethernet	2.5	2	Each	R	1	R
7	CRE, 230V, ADB, Single JBUS on Ethernet	1	3	Each	R	1	R
Sub-total B Excluding VAT							R

PART C: KPA Constant Current Regulator Maintenance: Annual Maintenance							
#	Description	(a) Size in KVA	(b) No. of units	(c) Unit of Measure	(d) Price / Unit	(e) No of services Per Year	Price per year Excluding VAT (b) x (d) x (e)
Annual Maintenance							
1	CRE, ADB, 400V Single J-Buss on Ethernet	10	6	Each	R	1	R
2	CRE, ADB, 400V Single J-Buss on Ethernet	15	2	Each	R	1	R
3	CRE, ADB, 400V Single J-Buss on Ethernet	10	6	Each	R	1	R
4	CRE, ADB, 400V Single J-Buss on Ethernet	7.5	3	Each	R	1	R
5	CRE, ADB, 400V Single J-Buss on Ethernet	5	16	Each	R	1	R
6	CRE, ADB, 400V Single J-Buss on Ethernet	4	3	Each	R	1	R
7	CRE, ADB, 400V Single J-Buss on Ethernet	2.5	20	Each	R	1	R
8	Circuit selectors, Type: ADB, CSE, 2 circuits, Single J-Buss on Ethernet	n/a	10	Each	R	1	R
Sub-total C Excluding VAT							R

PART D: KSIA Aeronautical Ground Lighting - Annual Maintenance							
#	Description	(a) Rated Current in A	(b) No of units	(c) Unit of Measure	(d) Price / Unit	(e) Per Year	Price per year Excluding VAT (b) x (d) x (e)
Annual Maintenance							
1	Approach Lights	6,6	456	Each	R	1	R
2	Threshold Lights	6,6	42	Each	R	1	R
3	Runway Centre Line	6,6	492	Each	R	1	R
4	Runway Edge Lights	6,6	244	Each	R	1	R
5	Touch Down Zone Lights	6,6	372	Each	R	1	R
6	Runway End Lights	6,6	44	Each	R	1	R
7	Taxiway Lights/Edge lights	6,6	463	Each	R	1	R
8	Taxiway Lights/Lead On/ Lead Off	6,6	98	Each	R	1	R
9	Stop Bar Lights	6,6	90	Each	R	1	R
10	Obstruction Lights	6,6	N/A	Each	N/A	N/A	N/A
11	Runway Closure lights	6,6	24	Each	R	1	R
12	PAPI Lights	6,6	16	Each	R	1	R
13	Airfield Illuminated Signage	6,6	96	Each	R	1	R
Sub-total D Excluding VAT							R

PART E: CDSIA Aeronautical Ground Lighting - Annual Maintenance							
#	Description	(a) Rated Current in A	(b) No of units	(c) Unit of Measure	(d) Price / Unit	(e) Per Year	Price per year Excluding VAT (b) x (d) x (e)
Annual Maintenance							
1	Approach Lights	6,6	401	Each	R	1	R
2	Threshold Lights	6,6	43	Each	R	1	R

3	Runway Centre Line	6,6	126	Each	R	1	R
4	Runway Edge Lights	6,6	120	Each	R	1	R
5	Touch Down Zone Lights	6,6	180	Each	R	1	R
6	Runway End Lights	6,6	24	Each	R	1	R
7	Taxiway Lights/Edge lights	6,6	145	Each	R	1	R
8	Taxiway Lights/Lead On/ Lead Off	6,6	42	Each	R	1	R
9	Stop Bar Lights	6,6	42	Each	R	1	R
10	Obstruction Lights	6,6	N/A	Each	N/A	N/A	N/A
11	Runway Closure lights	6,6	82	Each	R	1	R
12	PAPI Lights	6,6	24	Each	R	1	R
13	Airfield Illuminated Signage	6,6	55	Each	R	1	R
Sub-total E Excluding VAT							R

PART F: KPA Aeronautical Ground Lighting - Annual Maintenance

#	Description	(a) Rated Current in A	(b) No of units	(c) Unit of Measu re	(d) Price / Unit	(e) Per Year	Price per year Excluding VAT (b) x (d) x (e)
Annual Maintenance							
1	Approach Lights	6,6	302	Each	R	1	R
2	Threshold Lights	6,6	46	Each	R	1	R
3	Runway Centre Line	6,6	N/A	Each	N/A	N/A	N/A
4	Runway Edge Lights	6,6	108	Each	R	1	R
5	Touch Down Zone Lights	6,6	N/A	Each	N/A	N/A	N/A
6	Runway End Lights	6,6	24	Each	R	1	R
7	Taxiway Lights/Edge lights	6,6	313	Each	R	1	R

8	Taxiway Lights/Lead On/ Lead Off	6,6	40	Each	R	1	R
9	Stop Bar Lights	6,6	95	Each	R	1	R
10	Obstruction Lights	6,6	N/A	Each	N/A	N/A	N/A
11	Runway Closure lights	6,6	82	Each	R	1	R
12	PAPI Lights	6,6	24	Each	R	1	R
13	Airfield Illuminated Signage	6,6	70	Each	R	1	R
14	Click System	6.6	1	Each	R	1	R
15	Guard lights	6.6	18	Each	R	1	R
16	GA Apron blue inset LED	6.6	18	Eac	R	1	R
Sub-total F Excluding VAT							R

PART G: KSIA Mobile Airfield Light Measurement System Maintenance: Annual Maintenance						
#	Description	(b) No. of units	(c) Unit of Measure	(d) Price / Unit	(e) No of services Per Year	Price per year Excluding VAT (b) x (d) x (e)
1	Provisional Sum for MALMS System Maintenance (claim on proven cost with applicable markup as per Part J)	Sum	Sum	N/A	1	R500 000
Sub-total G Excluding VAT						R500 000

PART H: CDSIA Mobile Airfield Light Measurement System Maintenance: Annual Maintenance						
#	Description	(b) No. of units	(c) Unit of Measure	(d) Price / Unit	(e) No of services Per Year	Price per year Excluding VAT (b) x (d) x (e)
1	Provisional Sum for MALMS System Maintenance (claim on proven cost with applicable markup as per Part K)	Sum	Sum	N/A	1	R500 000
Sub-total H Excluding VAT						R500 000

PART I: KPA Mobile Airfield Light Measurement System Maintenance: Annual Maintenance						
#	Description	(b) No. of units	(c) Unit of Measure	(d) Price / Unit	(e) No of services Per Year	Price per year Excluding VAT (b) x (d) x (e)
1	Provisional Sum for MALMS System Maintenance (claim on	Sum	Sum	N/A	1	R500 000

	proven cost with applicable markup as per Part L					
Sub-total I Excluding VAT						R500 000

PART J: KSIA Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, and first 2 hours onsite exclude accommodation (where applicable)					
Estimated Call outs	10	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using the total provisional sum of R 180,000 for each row as maximum value to determine mark-up percentage					
Value of Items		(Z) Mark up (contractor to complete)	(Y) Provisional spares amount for budget purpose		[Y*(1+Z%)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000		%	R 10 000		
R2,001 - R5,000		%	R 20 000		
R5,001 - R10,000		%	R 50 000		
R10,001 - R50,000+		%	R 100 000		
Provisional Sum Sub Total Excluding VAT			R 180 000		
Sub-total (Estimated Call out + Provisional Sum) J Excluding VAT					R

PART K: CDSIA Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, first 2 hours onsite and one day accommodation (where applicable)					
Estimated Call outs	10	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using the total provisional sum of R50,000 for each row as maximum value to determine markup percentage					
Value of Items	(Z) Mark up (contractor to complete)		(Y) Provisional spares amount for budget purpose		[Y*(1+Z%)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000	%		R 5 000		
R2,001 - R5,000	%		R 5 000		

R5,001 - R10,000	%	R 10 000	
R10,001 - R50,000+	%	R 30 000	
Provisional Sum Sub Total Excluding VAT		R 50 000	
Sub-total (Estimated Call out + Provisional Sum) K Excluding VAT			R

PART L: KPA Corrective Maintenance and Critical Spares Supply					
Description	(a) Qty	(b) Unit of Measure	(c) Price / Unit	(d) Per Year	Price per year Excluding VAT (a) x (c) x (d)
Call Outs Allowance – Call out include return travelling, first 2 hours onsite and one day accommodation (where applicable)					
Estimated Call outs	10	Each	R	1	R
Sub-total Excluding VAT					R
Critical Spares Supply – Contractor to complete using the total provisional sum of R50,000 for each row as maximum value to determine markup percentage					
Value of Items		(Z) Mark up (contractor to complete)	(Y) Provisional spares amount for budget purpose		[Y*(1+Z%)] Total Mark-up values to be budgeted (contractor to complete)
R0 - R2,000		%	R 5 000		
R2,001 - R5,000		%	R 5 000		
R5,001 - R10,000		%	R 10 000		
R10,001 - R50,000+		%	R 30 000		
Provisional Sum Sub Total Excluding VAT			R 50 000		
Sub-total (Estimated Call out + Provisional Sum) L Excluding VAT					R

PART M: General				
Description	No. of units	Price Per Unit	Unit of measure	Price per year Excluding VAT
Safety File – KSIA	1	R	Each	R
Safety File – CDSIA	1	R	Each	R
Safety File – KPA	1	R	Each	R
OEM Training (Provisional Sum, to be claimed on proven cost)	N/A	N/A	Sum	R 5 000
KSIA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff	N/A	N/A	Sum	R 1 000

parking (To be claimed on proven cost with no markup)				
CDSIA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking (To be claimed on proven cost with no markup)	N/A	N/A	Sum	R 1 000
KPA - Provisional sum for Annual Permit cost, AVOP, AIT training cost and staff parking (To be claimed on proven cost with no markup)	N/A	N/A	Sum	R 1 000
Sub-Total M Excluding VAT				R

PRICE SUMMARY FOR ONE YEAR				
Description		Price		
Price brought forward from Part A		R		
Price brought forward from Part B		R		
Price brought forward from Part C		R		
Price brought forward from Part D		R		
Price brought forward from part E		R		
Price brought forward from part F		R		
Price brought forward from part G		R		
Price brought forward from part H		R		
Price brought forward from part I		R		
Price brought forward from part J		R		
Price brought forward from part K		R		
Price brought forward from part L		R		
Price brought forward from part M		R		
Sub-total per year Excluding VAT		R		
Five (5) Year Contract Price	Annual Price	Escalation %	Escalation Value	Total Excl VAT
Year 1				
Contract Value for Year 1 (Excl.VAT)	R	0%	N/A	R
Year 2				
Contract Value for Year 2 (Excl.VAT)	R	0%	N/A	R
Year 3				

Contract Value for Year 3 (Excl.VAT)	R	6%	R	R
Year 4				
Contract Value for Year 4 (Excl VAT)	R	6%	R	R
Year 5	R	6%	R	R
Five (5) year contract (excluding VAT and Including escalations	R	6%	R	R
VAT at 15%				R
TOTAL Five-year contract Inclusive VAT and escalations (This amount must be carried to C1.1 Form of Offer)				R

Addendum to NEC3 TSC Contract page 141, should read as follows.

2.2 Management meetings

- Conduct quarterly or annual meeting (depending on the maintenance frequency) with the Employer's contract manager
- Compile functionality report after every service, the report to be submitted to the service manager within 10 working days after the completion of the service
- Airport Working hours are 08h00 – 17h00 (Weekdays). After hours are 17h01 – 07h59 (Weekdays) and full days on weekends and Public Holidays.
- All maintenance will be required to be done after working hours from 22h00 to 04h00 daily (where required)
- Relevant industry labour rates to apply
- The ACSA contract manager is responsible for the monitoring, evaluating, testing and quality check on the workmanship of the works delivered.
- Maintenance reports are duly submitted for monitoring and management purposes as well as auditing purposes
- Monthly meetings between ACSA contract manger and the appointed contractor.
- Quarterly or annual meeetings (depending on the maintennace frequency) will be held with SCM and contractor.
- Evaluation form will be used to monitor the peformance of the contractor. SLA will be enforced with penalties and non conformance issued

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	TBD	TBA	TBA
Overall contract progress and feedback	TBD	TBA	<i>Employer, Contractor and _TBA_</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

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

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

The *Contractor* must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme (Plan for the service).

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

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

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

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

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

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

"Foreign" shall mean the CIF (Cost, Insurance and Freight) value.

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

Variations in the scope and extent of the work shall be allowed to meet the *Service Manager's* requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items (Part 2 below).

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

All items described as "provisional" shall be measured as executed and paid for according to prices in the activity schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, commence without a written instruction from the *Employer*.

No commitment to expending any portion of the contingency amounts and /or provisional sums are made or implied by the *Employer*.

The *Contractor* shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

The main cost drivers for this contract are the required labour, maintenance intervals as set out by the IEC standards for AGL maintenance and Manufacturers OEM recommendation. Spare part costs for major maintenance service will also form part of the cost drivers

PART C3: EMPLOYER'S SERVICE INFORMATION

Contents

1 Description of the service

1.1 Executive overview

- 2 The objective is to maintain the serviceability of Airfield Ground Lighting infrastructure at the three ACSA airports namely King Shaka International Airport, King Phalo International Airport and David Stuurman Airport in a sustainable manner, following OEM and industry best practice intervals, at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation such as OHSACT, ORHVS, SANS, ICAO, and IEC.

2.1 Detailed scope of Works

This scope entails the maintenance and repair of Airfield Ground Lighting infrastructure at ACSA's three airports namely King Shaka International Airport, Port Elizabeth International Airport and East London Airport. In brief, maintenance involves servicing, troubleshooting, repairs, and testing of all Airfield Lights, Cables, Transformers, Constant Current Regulators and associated communication and control systems. The scope includes:

Aeronautical Ground Lighting

Repairing primary circuits of all aeronautical, obstruction, windsock and apron lights. The contractor is to issue a comprehensive report with the results and analysis of the completed tests. Performing all preventative maintenance activities as identified under the recommended maintenance schedule in annex A.

Apron & Approach Lighting (High Mast)

Repairs, maintenance and testing on all apron lights and approach lights.

PAPI Lights

Maintenance, repairs, testing and calibration of Precision Approach Path Indicator (PAPI) lighting units.

Field Systems

Maintenance, repairing and testing of cables, plugs, windsocks, isolation transformers, plugs, and performing MALMS sensor calibrations.

Airfield Illuminated Signage

Maintenance, testing, and repairing airfield illuminable signs.

Control System/SCADA

Maintenance, testing, and troubleshooting AGL control system/SCADA

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.

The proposed minimum scheduled maintenance activities can be found in annex H.

Location of the works

The Works are located on the airfields, runways, electrical substations and air traffic control towers at the concerned Airports.

ANNEX A

SCHEDULE OF EQUIPMENT – AIRFIELD GROUND FIELD

- **Aeronautical Ground Lighting**
- Approach Lights
- Threshold Lights
- Runway Centre Line Lights
- Runway Edge Lights
- Touch Down Zone Lights
- Runway End Lights
- Taxiway Lights
- Taxiway Lights/Lead On
- Stop Bar Lights
- Obstruction Lights
- Runway Closure Lights
- Precision Approach Path Indicator's (PAPI)
- Field Systems (microprocessor current regulators, constant current regulators, earth cables, isolating transformers, plugs, connectors)
- Apron High Masts
- Airfield Illuminated Signage
- Click System
- Windsocks

AIRPORTS EQUIPMENT SCHEDULE

NEC3 TSC, Airport Equipment Schedule on page 136 to read as follows:

Equipment	King Phalo Airport	Technology type	Chief Dawid Stuurman International Airport	Technology Type	King Shaka International Airport	Technology Type
Approach Lights	302	LED – Elevated	401	LED – Elevated & 64 inset	456	LED - Elevated
Threshold Lights	46	Halogen - Elevated	43	LED - inset	42	LED - Elevated
Runway Centre Line	N/A	N/A	126	LED - inset	492	LED - inset
Runway Edge Lights	108	LED - Elevated	120	LED – Elevated & 4 inset	244	LED – Elevated & 4 inset
Touch Down Zone Lights	N/A	N/A	180	LED - inset	372	LED - inset
Runway End Lights	24	Halogen - Elevated	24	LED - inset	44	LED - Elevated

Equipment	King Phalo Airport	Technology type	Chief Dawid Stuurman International Airport	Technology Type	King Shaka International Airport	Technology Type
Taxiway Lights/Edge lights	313	LED - Elevated	145	LED - Elevated	463	LED - Elevated
Taxiway Lights/Lead On	40	Halogen - Inset	42	LED - inset	98	LED - inset
Stop Bar Lights	95	LED - Inset	42	LED - inset	90	LED - inset
Obstruction Lights	7	Halogen	11	LED	42	LED
Runway Closure lights	82	Halogen - Elevated	82	Halogen Elevated	24	LED - Elevated
PAPI Lights	24	Halogen	24	LED	16	LED
Apron High Masts	21	LED	10	LED	33	LED
Airfield Illuminated Signage	72	LED	55	LED	96	LED
Click System	1			N/A		N/A
Windsocks	3	LED		Halogen	3	LED
CCR/MCR	57	ADB Make		ADB Make	63	Denel Make

APPENDIX A – King Phalo International Database

EAST LONDON AGL DATABASE			
CATEGORY	TYPE	ASSET	TOTAL
RUNWAY	APPROACH 11 RED	APPROACH	24
RUNWAY	APPROACH 11 WHITE	APPROACH	140
RUNWAY	APPROACH 29 WHITE	APPROACH	136
CLICK	CLICK SYSTEM	CLICK	1
APRON	GA APRON	EDGE	28
TAXIWAY	GUARD LIGHTS	GUARD LIGHT	18
RWY & TWY	ILLUMINATED SIGNAGE	SIGNS	72
WINDSOCK	OBSTRUCTION LIGHTS	OBSTRUCTION	2
APRON	OBSTRUCTION LIGHTS	OBSTRUCTION	4
RUNWAY	PAPI 06	PAPI	4
RUNWAY	PAPI 11	PAPI	8
RUNWAY	PAPI 24	PAPI	4
RUNWAY	PAPI 29	PAPI	8
TAXIWAY	RUNWAY CLOSURE 06/24	RWY CLOSURE	40
TAXIWAY	RUNWAY CLOSURE 11/29	RWY CLOSURE	42
RUNWAY	RUNWAY EDGE 11/29	EDGE	64
RUNWAY	RUNWAY EGDE 06/24	EDGE	44
RUNWAY	RUNWAY END 06	END	6
RUNWAY	RUNWAY END 11	END	6
RUNWAY	RUNWAY END 24	END	6
RUNWAY	RUNWAY END 29	END	6
TAXIWAY	STOP BAR 06/24 EAST	STOPBAR	9
TAXIWAY	STOP BAR 06/24 WEST	STOPBAR	9
TAXIWAY	STOP BAR A1	STOPBAR	9
TAXIWAY	STOP BAR A2	STOPBAR	9
TAXIWAY	STOP BAR A3	STOPBAR	9
TAXIWAY	STOP BAR A4	STOPBAR	9
TAXIWAY	STOP BAR B 06/24	STOPBAR	9
TAXIWAY	STOP BAR B1	STOPBAR	9
TAXIWAY	STOP BAR C3 06/24	STOPBAR	9
TAXIWAY	STOP BAR C3 11/29	STOPBAR	9
TAXIWAY	TAXIWAY EDGE GA APRON	EDGE	28
TAXIWAY	TAXIWAY EDGE LIGHTS	EDGE	305
TAXIWAY	TAXIWAY LEAD ON 06/24 EAST	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON 06/24 WEST	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON A1	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON A2	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON A3	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON A4	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON B 06/24	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON B1	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON C3 06/24	LEAD ON	4
TAXIWAY	TAXIWAY LEAD ON C3 11/29	LEAD ON	4
RUNWAY	THRESHOLD 06	THRESHOLD	6
RUNWAY	THRESHOLD 11	THRESHOLD	17
RUNWAY	THRESHOLD 24	THRESHOLD	6
RUNWAY	THRESHOLD 29	THRESHOLD	17
		TOTAL	1155

APPENDIX B: Chief Dawid Stuurman airport Database

PEIA AGL DATABASE			
CATEGORY	ASSET	TYPE	TOTAL
APRON	MAST	ALPHA APRON	10
RUNWAY	APPROACH	APPROACH 08 RED	54
RUNWAY	APPROACH	APPROACH 08 WHITE	150
RUNWAY	APPROACH	APPROACH 26 RED	54
RUNWAY	APPROACH	APPROACH 26 WHITE	143
TAXIWAY	STOPBAR	CAT II HOLDING POINT	8
TAXIWAY	LEAD ON	CAT II HOLDING POINT	6
RUNWAY	CENTRE LINE	CENTRE LINE 08	63
RUNWAY	CENTRE LINE	CENTRE LINE 26	63
TAXIWAY	GUARD LIGHT	GUARD LIGHTS	14
RWY & TWY	SIGNS	ILLUMINATED SIGNAGE	55
WINDSOCK	OBSTRUCTION	OBSTRUCTION LIGHTS	1
APRON	OBSTRUCTION	OBSTRUCTION LIGHTS	10
RUNWAY	PAPI	PAP1 08	8
RUNWAY	PAPI	PAP1 26	8
RUNWAY	PAPI	PAPI 17	4
RUNWAY	PAPI	PAPI 35	4
TAXIWAY	RWY CLOSURE	RUNWAY CLOSURE 08/26	42
TAXIWAY	RWY CLOSURE	RUNWAY CLOSURE 17/35	40
RUNWAY	EDGE	RUNWAY EDGE 08/26	66
RUNWAY	EDGE	RUNWAY EGDE 17/35	54
RUNWAY	END	RUNWAY END 08	6
RUNWAY	END	RUNWAY END 17	6
RUNWAY	END	RUNWAY END 26	6
RUNWAY	END	RUNWAY END 35	6
TAXIWAY	STOPBAR	STOP BAR A 17	8
TAXIWAY	STOPBAR	STOP BAR A1 ELEVATED	2
TAXIWAY	STOPBAR	STOP BAR A1 INSERT	8
TAXIWAY	STOPBAR	STOP BAR A2 ELEVATED	2
TAXIWAY	STOPBAR	STOP BAR A2 INSERT	8
TAXIWAY	STOPBAR	STOP BAR A3	4
TAXIWAY	STOPBAR	STOP BAR A4 IELEVATED	2
TAXIWAY	STOPBAR	STOP BAR A4 INSERT	8
TAXIWAY	EDGE	TAXIWAY ALPHA 1 EDGE LIGHTS	14
TAXIWAY	EDGE	TAXIWAY ALPHA 2 EDGE LIGHTS	11
TAXIWAY	EDGE	TAXIWAY ALPHA 3 EDGE LIGHTS	14
TAXIWAY	EDGE	TAXIWAY ALPHA 4 EDGE LIGHTS	13
TAXIWAY	EDGE	TAXIWAY ALPHA EDGE LIGHTS	93
TAXIWAY	LEAD ON	TAXIWAY LEAD ON A 17	4
TAXIWAY	LEAD ON	TAXIWAY LEAD ON A1	14
TAXIWAY	LEAD ON	TAXIWAY LEAD ON A2	6
TAXIWAY	LEAD ON	TAXIWAY LEAD ON A4	12
RUNWAY	THRESHOLD	THRESHOLD 08	15
RUNWAY	THRESHOLD	THRESHOLD 17	6
RUNWAY	THRESHOLD	THRESHOLD 26	16
RUNWAY	THRESHOLD	THRESHOLD 35	6
RUNWAY	TOUCH DOWN ZONE	TOUCH DOWN ZONE 08	90
RUNWAY	TOUCH DOWN ZONE	TOUCH DOWN ZONE 26	90
TOTAL			1237

APPENDIX C: King Shaka Database**Lighting Schedule:**

Zone Light Type	Quantity	Standard Candelas (Minimum Average)	Colour
Runway 06 PAPI	8		Half white & Half red
Runway 24 PAPI	8		Half white & Half red
Runway 06 TDZ (Port & Starboard)	186	5000cd	White
Runway 24 TDZ (Port & Starboard)	186	5000cd	White
Runway 06/24 Centre Line	247	750cd – Red 5000cd - White	White & Red
Runway 06/24 North Edge Lights	61	10000cd – White 4000cd - Yellow	White & Yellow
Runway 06/24 South Edge Lights	61	10000cd – White 4000cd - Yellow	White & Yellow
Runway 06 End	11	2500cd	Red
Runway 24 End	11	2500cd	Red
Threshold 06	21	10000cd	Green
Threshold 24	21	10000cd	Green
Guard Lights – Charlie Taxiway	2	300cd	Flashing yellow
Guard Lights – Golf Taxiway	2	300cd	Flashing yellow
Guard Lights – Hotel Taxiway	2	300cd	Flashing yellow
Guard Lights – Mike Taxiway	2	300cd	Flashing yellow
Taxiway Lead On Lights – Charlie 1	18	100cd – Green 100cd - Yellow	Green & Yellow
Taxiway Lead On Lights – Charlie 2	18	100cd	Green
Taxiway Lead On Lights – Golf	37	200cd – Green 200cd - Yellow	Green & Yellow
Taxiway Lead On Lights – Hotel	37	200cd – Green 200cd - Yellow	Green & Yellow
Taxiway Lead On Lights – Mike	18	100cd – Green 100cd – Yellow	Green & Yellow
Taxiway Edge Lights	463	200cd	Blue
Stop Bars – Charlie	10	200cd	Red
Stop Bars – Golf	35	200cd	Red
Stop Bars – Hotel	35	200cd	Red
Stop Bars – Mike	10	200cd	Red
Approach Lights	452		Clear & Red

Signage Schedule:

Description	Height (mm)	Length (mm)	Quantity
Sign	600	700	25
Sign	600	1100	1
Sign	600	1300	3
Sign	600	1500	14
Sign	600	2100	5
Sign	600	2300	6
Sign	600	2500	3
Sign	600	2700	4
Sign	600	3300	9
Sign	800	1100	4
Sign	800	1300	2
Sign	800	2700	4
Sign	800	2900	8
Sign	800	900	4
Sign	800	2300	4

MALMS Schedule:

Description	Quantity
Malms Trailer	1
Malms Laptop	1
Malms Software (Photometric, Engineer, Workshop)	3
Malms Engineer /Tablets	2
Malms Torque Wrench	2
RFID Tags Probe Stick Reader	2
User Cards	10

SERVICE LEVEL AGREEMENT**Human resources ANNEX C**

The following minimum standards shall apply to resourcing:

1. For all callouts: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure enough and effective positioning of staff to meet or exceed the Service Level Agreement.
 2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
 3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
 4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on airfield ground lighting, constant current regulators, AGL control systems and associated infrastructure.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.
- Staff qualifications It will always remain the Contractor's responsibility to ensure that staff is suitably qualified

and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff. ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site. The Contractor must comply and respond to the following: *Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC). Once the Contractor has arrived on site he/she must notify the IMC of the problem found and the expected resolution time of the problem. Finally, once the problem has been resolved the contractor will advise the IMC of the resolution. *Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Annual Maintenance

Approach lights

(split the quantities on the inspection sheet, per approach) White

Torque each light fitting

Check for corrosion, worn out parts and replace where required

Perform approach lighting elevation angle settings (only applicable to elevated approach lights) and keep record of results

Clean or replace prisms and filters on insert fittings (applicable to halogen light fittings)

Check elevated light fitting support structures for damage, rust, tighten and spray paint where applicable (condition based)

Clean all lights, apply resealing compound on all insert fittings (where applicable)

Threshold lights Green

Check for corrosion, worn out parts and replace where required

Reseal all insert Threshold light fittings

Clean or replace prisms and filters on insert fittings

Clean light fixtures and perform photometric test

Runway Centre line lights White/Red

Torque each light fitting 2) Check for corrosion, worn out parts and replace where required 3) Apply resealing compound on all insert fittings

Check lights and bases - Align lights fixtures and bases (if applicable)

Remove moisture and dry lights and bases

Runway Edge lights White/Amber

Torque each light fitting

Check for corrosion, worn out parts and replace where required

Apply resealing compound on all insert fittings
Check lights and bases - Align lights fixtures and bases (if applicable)
Remove moisture and dry lights and bases
Clean and perform photometric testing
Assess and analyse the results

Touch Down Zone lights White

Apply resealing compound on all insert fittings
Check lights and bases - Align lights fixtures and bases (if applicable)
Remove moisture and dry lights and bases
Torque each light fitting
Replace worn out top parts and unserviceable lamps
Assess and analyse the results

Runway End lights Red

Check for corrosion, worn out parts and replace where required
Reseal all insert Threshold light fittings
Clean or replace prisms and filters on insert fittings
Clean light fixtures and perform photometric test

Rapid Exit Taxiway Indicator Lighting System Amber

Clean all lights
Apply resealing compound on all insert fittings
Remove moisture and dry lights and bases
Torque each light fitting

Rapid Exit Taxiway Lights Amber/Green

Torque each light fitting 2) Replace prisms and filters on insert fittings
Clean all lights 4) Apply resealing compound on all insert fittings
Check lights and bases 6) Remove moisture and dry lights and bases

Stop bar lights Red, Runway Guard Lights Amber

Torque each light fitting
Check for corrosion, worn out parts and replace where required
Clean or replace prisms and filters on insert fittings
Apply resealing compound on all fittings
Check lights and bases
Remove moisture and dry lights and bases
Align lights fixtures and bases (if applicable)

Taxiway Centre line lights Green

Torque each light fitting

Reseal all insert light fittings n/a

Taxiway Edge lights Blue

Torque each light fitting

Check for corrosion, worn out parts and replace where required

Reseal all insert light fittings

Clean or replace prisms and filters on insert fittings

Perform flight calibration

Precision Approach Path Indicators White/Red

Lead in/off Lights Green

Torque each light fitting

Reseal all insert light fittings

Clean or replace prisms and filters on insert fittings

Obstruction Lights Red

Run to failure policy and replace after failures have been recorded.

Primary Cables, plugs, connectors and isolating transformers

Check all connector plugs for cleanness, proper contact and replace where applicable

Airfield Guidance Signages Yellow, Black Red White

Clean PVC glass both front and back where applicable

Annual Maintenance

Field Systems Item Description

Measure the Mega Ohm reading on all AGL Circuits

Improve mega Ohm readings when a circuit has reached the airport's recommended reading is below 1 MΩ

Check all connector plugs for cleanness, proper contact and replace where applicable Yearly Maintenance

MALMS Item Description

Perform MALMS Sensor Calibration After the Annual Service,

A Service Report per substation shall be submitted to the organisation

2.2 Employer's requirements for the service

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 Aviation regulation and safety standards as well as any applicable governing law and/or regulations. Where 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's* main objective is to ensure that all AGL equipment is effectively maintained and operating within all the relevant safety and quality compliances in order to ensure reliability of electrical supply needed for airport operations. It is essential that preventative maintenance is administered at the appropriate intervals to achieve this objective.

The Scheduled Maintenance activities are detailed in Annex B as part of C4 (Site Information).

Detailed Scope of Works as per Annexure B below

2.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airport Company South Africa
AC	Alternating Current, is an electric current in which the flow of electric charge periodically reverses direction
BS	British Standards
CMMS	Computerised Maintenance Management System (Oracle EAM software platform)
DC	Direct Current, the flow of electric charge is only in one direction
ICAO	International Civil Aviation Organization
IEC	International Electro Technical Commission
LV	Low Voltage = < 1 000V
MV	Medium Voltage Ranging from 1 000V to 11 000V
ME	Maintenance Engineering Department
OEM	Original Equipment Manufacturer
O&M	Operation and Maintenance - of the AGL equipment
ORHVS	Operational Regulations for High Voltage Systems
PM	Preventative & Predictive Maintenance Work Orders
AGL	Airfield Ground lighting
SANS	South African National Standards
SCADA	Supervisory control and data acquisition, is a system for remote monitoring and control that operates with coded signals over communication channels.
SOP	Standard Operating Procedure

OHS act	Occupational Health and Safety act.
WO	Corrective & Dispatched Work Orders

Management strategy and start up.

2.4 The Contractor's plan for the service

Prior to the activation of this contract, the contractor must submit his plan (contractor's plan for the intended services) for approval by the employer, which should provide a matrix detailing the following:

All the various infrastructures (Alighting, Cables, CCR, MV Circuitry, LV circuitry, etcetera) must be referenced against the five-year time-axis to indicate when exactly each service activity (daily, weekly, monthly, 6 monthly, 12 monthly) will be performed.

The plan must also aim to schedule the activities with reference to the contractor's available manpower with the airport's operational hours which is detailed below. The importance is to find the balance between when to maintain the infrastructure without impeding too much on the electricity generating ability of the plant. Preferably all maintenance must be performed during night hours.

- The airport's operational hours are detailed as follows:
 - Monday to Thursday 06H00 to 21H00
 - Friday 06H00 to 22:H30
 - Saturday 08H00 to 22H30
 - Sunday 08H00 to 21H30

The airport's operational hours are published in the AIP for FAGG and can change based on operational requirements from time to time.

The submitted Contractor's Plan will form part of Annex C to C4 (Site Information) and shall be referenced against the EOM recommendations of the AGL maintenance as well as the submission which was made for maintenance, with the tender award.

Together with the submitted plan, the *Contractor* shall provide a Schedule of equipment and tool, which will be used on this contract. The list will form part of the tender return schedules. The equipment will be judged in conjunction with the *Contractor's* Plan for the service to understand whether or not the bidder has fully understood his obligations and whether he is able to do the work

The submitted Contractor's Schedule of equipment and tools will be attached as Annex D to C4 (Site Information).

2.5 Management meetings

Contract performance meetings will be set up from time to time between the Contractor and the Employer's Service Manager. The scheduling of these meetings will be at the discretion of George airport as and when required. The meetings will be conducted formally where contract KPI's will be discussed. The Contractor needs to ensure the availability of the representative with a delegated authority to attend these meetings. The meeting minutes will be recorded and distributed to the contractor electronically for record keeping and actioning of the agreed activities.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Overall contract progress and feedback, Risk register and compensation events	Monthly on the last day Thursday of every month at 10H00	King Shaka Airport King Phalo & Chief Dawid Stuurman Airport – ACSA Offices	<i>Employer and Contractor and others as and when required</i>

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the service. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

2.6 Contractor's management, supervision and key people

The *Contractor* shall submit an organogram (as part of the Returnable Schedules) showing his people and their lines of authority / communication. This is specifically essential if the contractor is a Joint Venture. The submitted Contractor's Organogram will be attached as an Annexure.

In addition, the *Contractor* shall submit a Resource Proposal for approval which will indicate the intended personnel which will be allocated to perform duties under this contract. This Resource Proposal must be submitted as part of the Returnable Schedules. The submitted Contractor's Resource Proposal will be attached as Annex F of C4 (Site Information). This will, as a minimum, include all persons from the Contract Manager level to the Semi-skilled labourers. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification. In the event of a person being replaced the Contractor must inform the *Service Manager* prior to the replacement and also submit an amended Resource Proposal accordingly.

All instructions and authorisations on this contract will come from the client's Service Manager or his defined representative.

Whilst the contractor (all staff) is active within the contract's physical boundaries and time-frames, all their representatives will adhere to the following:

1. Wear a clearly marked (company name and type of services, i.e., electrical contractor) reflector jacket or vest.
2. Comply with all ACSA safety and Environment procedures.
3. Comply with all ACSA AVSEC and ARFF procedures
4. Behave in a professional and lawful conduct
5. Be courteous to all ACSA customers and stakeholders

2.7 Documentation control

These contract deliverables will interact extensively with ACSA's CMMS system, which will produce scheduled PM and WO (documentation) that must be completed within the agreed timeframes. The work orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

Annually progress reports should be submitted timeously by no later than the 3rd day of the following month, where reference must be made of all completed PM's and WO's. The monthly report must have the following minimum information & sections defined in Annex G - SLA Monthly Service Report Template.

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

1. system availability (averaged per week)
2. system performance testing
3. maintenance work (including % of scheduled maintenance work completed)
4. checks performed
5. maintenance plan for the next year
6. the latest spares inventory
7. Asset register up to date including equipment data
8. Outstanding maintenance issues

The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time.

2.8 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 Finance Department and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;
 The contract number, Blanket Purchase Order 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)

2.9 Insurance provided by the Employer and Service Provider

Refer to the section C1.4 above under PART C1: AGREEMENT AND CONTRACT DATA

Maintenance supply of AGL services

The Service Manager will require viewing and a demonstration on all equipment the *Contractor* for usage as per the scope of work. Reason being that the *Service Manager* will want to satisfy him/herself that the equipment is of good quality, sustainable and appropriate for the works. However, all maintenance, repairs and liability remain with the *Contractor* as equipment belongs to him/her.

2.10 Things provided at the end of the service period for the Employer's use

2.10.1 Equipment

The *Contractor* shall hand-over any equipment and tools which was procured during the service period and claimed for to be paid by the *Employer*.

2.10.2 Information and Other Things

During the duration of the contract, the Contractor will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property must be handed over to ACSA at the end of the Service period. These will include, but is not limited to, the following:

1. Reports
2. Memorandums
3. Drawings
4. Operating manuals
5. Service history books
6. Pictures
7. Movie Clips
8. Audio Clips
9. Spread sheets / Data bases
10. Meeting minutes
11. Communiqués
12. Files
13. Warranties

2.11 Management of work done by Task Order

Not Applicable

3 Health and safety, the environment and quality assurance

3.1 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in section C1.3 above under PART C1: AGREEMENT AND CONTRACT DATA

The *Contractor* shall be fully responsible for compliance to the Occupational Health and Safety Act for all its employees on site, equipment and installations relating to this contract. The *Contractor* is expected to sign the undertaking in this regard.

It shall be the *Contractor's* responsibility to ensure that all relevant labour, safety legislation and applicable compliance are adhered to in this contract. Regulations as set out in the safety induction shall be obeyed at all times.

The *Contractor's* employees on site 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.

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

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

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

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

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.

3.2 Environmental constraints and management

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:

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

King Shaka Airport, King Phalo & Chief Dawid Stuurman Airport has an ISO 14000 accreditation. This will need to be always maintained by ensuring that Environmental legislation are followed and adhered too.

The Contractor shall comply with the environmental criteria and constraints stated in section C1.5 above under PART C1: AGREEMENT AND CONTRACT DATA

3.3 Quality assurance requirements

Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

The *Contractor* shall ensure that works are carried out as per the Airport Company South Africa procedures and OHS act. Inspections prior and post work are to be carried out to ensure site cleanliness and serviceability. Adherence to safety and good housekeeping must be maintained at all times. The facility handover process will be carried at the end of each service.

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 Landscaping conditions and on ensuring that rostered maintenance work is indeed performed as and when required

Apart from the compliance to the defined ACSA M&E Procedures, a measure of ensuring quality of work will be adherence to the following (where applicable):

1. Occupational Health and Safety (Act 85 of 1993)
2. Environmental Conservation Act (Act 50 of 2003)
3. Civil Aviation Act (Act 13 of 2009)
4. Municipal bylaws and regulations
5. Standards and specification of ACSA
6. Standards and specifications of the supply authority
7. Applicable standards and codes of practices,
 - a. SANS 10142-1&2
 - b. IEC 61730-2 Photovoltaic (PV) module safety qualification – Part 2: Requirements for Testing.
 - c. IEC 62716 Photovoltaic (PV) modules – Ammonia corrosion testing
 - d. IEC 62446,
 - e. IEC 60364-6
 - f. ORHVS
 - g. OEM Manuals and Operating Procedures
 - h. BS
 - i. NRS
 - j. ICAO Annexure 14

4 Procurement

This type of contract caters for a priced contract with price list and reimbursable items – as required, as described under Option A of the NEC 3 Term Service contract.

Additionally, the *Contractor* will respect OEM warranties to ACSA at all times 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 at all times.

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.

The Contractor must adhere to all airport requirements when procuring equipment or spares.

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

No undefined (Price List) expenditure will be allowed to claim for by the *Contractor*. Where the need arises for such items - it must be clearly motivated for and approved by the *Service Manager*.

The *Contractor* is obliged to deliver or provide all necessary material and equipment to execute the works (e.g. measuring instruments and tools) and small items (e.g. lubricants and cleaning agents).

4.1 People

4.1.1 Minimum requirements of people employed

The *Contractor* is to provide the service with their own staff or by qualified subcontractors when agreed to by the *Service Manager*.

It is noted that the *Employer* do not list the formal qualifications and experience required under this contract. It will always remain the *Contractor's* responsibility to ensure that staff are suitably qualified and experienced for duties expected of them.

The *Employer* reserves the right to verify all qualifications and experience of personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified, experienced or suited for this contract are removed from the site

The *Contractor* will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

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

All individuals that will be required to have access onto the airport's airside need to undergo the following training:

1. Airside Induction Training (AIT)
2. Airside Vehicle Operator Procedures (AVOP) (Category 2)
3. Airport SMS Induction (briefing)

All individuals that will be required to have access into the airport's electrical restricted areas need to undergo the following training:

1. ORHVS (Module 1-4 as a minimum)
2. First Aid Training
3. Fire Extinguisher Training

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

- Full Names of staff to be involved with this contract.
- Proof of qualifications and work experience where applicable
- Staff must be in permanent employ of the company.
- Competent in category of work that he or she is required to perform.

4.1.2 BBEE and preferencing scheme

In order to qualify for B-BBEE recognition, ACSA will only accept B-BBEE certificates from SANAS accredited verification agencies and IRBA approved auditors as proof of B-BBEE status.

4.2 Subcontracting

N/A

4.2.1 Correction of defects

The *Contractor* shall report any defects (equipment & material) experienced whilst performing the services. Any defective light fitting / equipment (unserviceable) or material (unacceptable quality) shall be removed immediately from ACSA's premises. The *Contractor* shall ensure that replacement (backup / leased / new) equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) is listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must be scheduled for after operational hours.
2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the *Contractor* must inform the *Service Manager* (or his delegated person) to activate ACSA's relevant internal emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good, reliable condition. This implies that no breakdown may be left unattended or incomplete for the next day or shift.

The *Employer* will hold the *Contractor* liable for any costs incurred by any party as a result of negligence or unreasonable poor performance by the *Contractor* including excessive time taken to effect repairs.

4.2.2 Contractor's procurement of AGL spares

The *Contractor* shall ensure that all AGL spares are procured from legitimate businesses with valid Tax clearance certificates. All associated invoices must be submitted with the monthly reports.

All applicable warranties from suppliers to be made out in favour of the *Employer* and not just to the *Contractor*. The *Contractor* will provide (and regularly update) a schedule of the *Contractor's* vendor data to the *Employer* for use outside of this contractual agreement.

The *Contractor* must provide original quotations (from the third-party service providers / suppliers) for formal approval by the *Service Manager* prior to the procurement of these third-party items.

Required spares and services that falls outside of the Price List, must be submitted in the form of a Scope document to the ACSA electrical team - in order for it to be procured by way of the ACSA internal procurement policies and procedures.

4.2.3 Tests and inspections before delivery

The *Contractor* is to provide proof manufacturer certificate for spares procured during this contract.

The certificate should contain the factory tests conducted and relevant statutory approval (accreditation) for the spare part purchase.

5 Working on the Affected Property

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

Where applicable, the *Contractor* shall be required to adhere to the Airport site entry requirements i.e. when maintaining the AGL associated infrastructure located at the electrical complex on airside - they will have the required permits and adhere to the airside regulations.

Permits

The *Contractor* shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

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

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

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

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
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

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.

5.2 People restrictions, hours of work, conduct and records

The *Contractor* will be required to complete a register for all the duties performed on the Airport. The *Contractor* shall be required to sign the Work Order issued for services rendered. This service will be conducted outside of the Airport's operational hours or afterhours.

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

The *Contractor* must keep detailed records of all people (including subcontractors) working on the affected property.

The working hours of the contractor must not influence the operational capacity of the AGL SYSTEM. Therefore, the work needs to be scheduled accordingly, during airport operational hours if no effect and after operational hours when it will affect airfield operations.

The *Contractor's* conduct must be at all times of a professional nature with effective courtesy and integrity.

5.3 Environmental controls, fauna & flora

All general environmental concerns and requirements is referred to the ACSA environmental policy defined in Section C1.5 above under PART C1: AGREEMENT AND CONTRACT DATA.

5.4 Cooperating with and obtaining acceptance of Others

The *Contractor* will generally work in close relation to the ACSA electrical team. However, cognisance should be made to respect the operations and be courteous to the other departments (ARFF, AVSEC, Operations) on the airport.

The *Contractor* will liaise and accept notified (and adhoc) engagements with statutory authorities and inspection / audit teams (agencies).

The *Contractor* need to understand that the Airport may have more than one activities happening at the Airport and therefore shall be required to share the areas where they will be performing a service.

5.5 Records of Contractor's Equipment

The contractor is to keep record of equipment used on site. The record sheet should contain all the equipment relevant information I.e. The record will be checked by Aviation Security during both entry and exit to the Airside.

At the start of the contract period, the contractor will submit a detailed list (make, model, serial number etc.) of equipment and tools that will be taken and used on ACSA premises - for approval by the *Service Manager*. This list must be approved regularly as and when amendments to it, occur.

As part of the monthly report the contractor need to indicate in writing when extraordinary equipment (outside of the original equipment list referred to above) will / have been brought onto (or removed from) ACSA premises. If need be a special permission slip for this must be formulated to be signed by the *Service Manager* for this purpose.

The various approved lists must be at all times made available to the AVSEC department (including their contracted service provider) on request.

5.6 Site services and facilities

5.6.1 Provided by the Employer

The *Employer* will provide the contractor with access to the Airfield for the maintenance as and when required.

The *Contractor* and his/her staff will utilise the ablution facilities in the maintenance complex. No ablution facilities may be used in the terminal building.

5.6.2 Provided by the Contractor

The contractor will provide necessary tools, equipment, Protective Clothing and all consumables required to conduct the service.

In the event of a site office/ yard, access control will be agreed between the *Service Manager* and the *Contractor* accordingly. Also in this event, the *Contractor* must make provision for ablution facilities as part of the site office establishment. Any site office / yard establishment requirements will be for the *Contractor's* own cost. The site office / yard must be de-commissioned at the end of the service period and the surface must be rehabilitated to its surrounding area accordingly.

5.7 Control of noise, dust, water and waste

The *Contractor* shall be required to keep the noise and dust at low levels and as well as conserve the scarce resources such as energy & water. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws.

5.8 Hook ups to existing works

N/A

5.9 Tests and inspections

5.9.1 Description of tests and inspections

The contractor shall ensure that all required tests and inspections are performed in order to comply annex 14 and the **performance ratio** of the AGL which can be found in **Annex I** of C4 (Site Information).

1. Yearly PM's

6 List of drawings

6.1 Drawings issued by the Employer

None.

PART C4: SITE INFORMATION**ANNEXES to C4**

Title	Annex number
Footprint of the <i>Affected Property</i>	Annex A
Scheduled Maintenance Work as priced in Price List in C2.2	Annex B