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Maintenance and Repairs of Sewage and Stormwater Pump System at CTIA



TENDER REFERENCE NUMBER: 73941

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF PROJECT: CONTRACTOR APPOINTMENT FOR THE REPAIRS AND MAINTENANCE OF SEWERAGE, POTABLE AND STORM WATER PUMPS SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Applicable at CAPE TOWN INTERNATIONAL AIRPORT
 (Registration Number: 1993/004149/30)

and

(Registration Number:)

for **CONTRACTOR APPOINTMENT FOR THE REPAIRS AND MAINTENANCE OF SEWERAGE, POTABLE AND STORM WATER PUMPS SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS**

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

CONTRACTOR APPOINTMENT FOR THE REPAIRS AND MAINTENANCE OF SEWERAGE, POTABLE AND STORM WATER PUMPS SYSTEMS AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS

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

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

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

..... (in words);

R (in figures)

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.

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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.

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,
Cape Town International Airport
Southern Office Block, Administration Building
7525

Name and signature of witness

Schedule of Deviations

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Name &
Signature of
witness

Date

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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:	
		A: Priced contract with price list
	dispute resolution Option: and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X7 Delay Damages
		X17 Low Service damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		X20: Key Performance
		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	Cape Town International Airport Southern Office Block, Administration Building 7525
10.1	The <i>Service Manager</i> is:	Khathulo Rabambi
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport
11.2(13)	The <i>Service</i> is	CONTRACTOR APPOINTMENT FOR THE REPAIRS AND MAINTENANCE OF SEWERAGE, POTABLE AND STORM WATER PUMPS SYSTEMS ,AT CAPE TOWN INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS and all its related components, as set out in part C3 service information.
11.2(14)	The following matters will be included in the Risk Register	OHS Act and New Construction Regulation compliance.

Commented [SH1]: Including this Clause is not advisable as bidders can already factor anticipated inflation into their bids at the outset, providing a more accurate and competitive offer without the need for a separate adjustment clause. This approach helps avoid unnecessary cost increases and ensures more accurate pricing from the start. Please advise if you still wish to retain Clause.

Commented [KR2R1]: I wish to retain this clause to safe guard from inflation risk

Commented [SH3R1]: Noted, thank you.

Commented [SH4]: If you select this clause that would mean a change in the law affecting the prices is a compensation and we would have to account for the expenses incurred due to the change. Please advise if you still wish to retain this clause.

Commented [KR5R4]: I wish to retain this clause

Commented [SH6R4]: Noted, thank you.

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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	3 working days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Upon the date of signature of the contract by ACSA
30.2	The <i>Service Period</i> is	Sixty (60) months from the starting date, or when the amount in the Form of Offer has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is on the	Two (2) weeks
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4

Commented [KR7]: I have added the phrase "or when the amount in the Form of Offer has been expended, whichever occurs first" so that incase funds are depleted we will be able to go to CBAC for variation

Commented [SH8R7]: Please note you are advised to delete the latter part as it will create problems should you seek a variation of the contract.

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9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organization 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
X7	Delay Damages	As per the Service Information (C3)
X17	Low Service damages	If the Contractor produces substandard work the Employer can -insist the Contractor to corrects the Defects to provide the quality specified in the service information -recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or - accept the Defect and a quotation from the Contractor for reduced Prices in return for a change to the service information

Commented [SH9]: Kindly consider the comment made on Page 6 and confirm whether you wish to retain Clause.

Commented [KR10R9]: I wish to retain this clause

Commented [SH11R9]: Noted, thank you.

X18 Limitation of liability		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right
X19 Task Order		
		This Option can be used when all the services to be provided under the contract are to be instructed by Task Order, or when other services are being provided under the contract, and Tasks are added as necessary. For example, Ad hoc works
X20 Key Performance Indicators		
X20.1 to X20.5		Key Performance Indicators (KPIs) are being increasingly used as a means of improving efficiency and encouraging better performance by contractors with a view to continues improvement. KPIs are provided for in Option X12 where partnering arrangements are in place. This Option X20 can be used when Option X12 is not used. The procedure in Option X20 requires the establishment of performance targets and regular reporting by the Contractor of his performance measured against the KPIs.
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
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
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.

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Z10.2 The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

Z10.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.

Z11.2 If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.

Z11.3 This undertaking shall not apply to –

Z11.3.1 Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

Z11.3.2 Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

Z11.3.3 Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);

Z11.4 The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*

Z11.5 The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

Z12.1 If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

Z12.2 The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

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

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

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

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

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

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

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

Z14.5.3 the proper use of the Works.

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

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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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@qosiame.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 BBBEE and Tax Clearance Certificates

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

Z18 Communication

Z18.1 **Add a new Core Clause** 14.5 and 14.6 to read as follows:
The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more

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

Z19 Delegation

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

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

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Company Registration Number	_____
	Company VAT Number	_____
	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 Resource Proposal (FORM C7)
1	Site Supervisor- Millwright/ Fitter	
	Name:	_____
	Qualifications relevant to this contract	_____ _____
	Experience	_____ _____
2	Electrical Technician	
	Name:	_____
	Qualifications relevant to this contract	_____ _____

Experience

3 Assistant

Name:

Qualifications relevant to this contract

Experience

11.2 The following matters will be included in the Risk Register

- Existing Services (Meeting SLA)
 - Access to Site
 - Delay in supply of material and/or equipment
 - Delays in execution of Ad hoc repairs
 - Use of tools and attaining permits for hot works and unplanned maintenance work
 - Travelling public and ACSA stakeholders
 - Staff complement.
 - Non-adherence to safety requirements
 - Risk of financial loss and/or injury of persons due to the proximity of the service (or of persons performing the service, or of moving/stationary vehicles) to moving and stationary aircraft
 - Health risk and/or risk of injury/death due to exposure of persons to poisonous and flammable substances and gases
 - Risk of injury due to lifting of heavy objects or falling on heights
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PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

1 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & 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), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA" ACSA"
Physical Address: Airport Company South Africa The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008 P O Box 75480, Gardenview, Gauteng, South Africa, 2047

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatory/ Principal Contractor"

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MANDATARY'S MAIN SCOPE OF WORK

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

"The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and

1.7 "SHE" means Safety, Health and Environment.

1.8

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

4. SHE Risk Management

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

the risks identified, and a monitoring and review plan of the risks and hazards.

- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

- 8.1 The Mandatary and his/her employees shall provide full co-operation and information if and when the Client or his / her representative enquires into occupational health and safety issues concerning the Mandatary. It is hereby recorded that the Client and his / her representative shall at all times be entitled to make such an inquiry.
- 8.2 Without derogating from the generality of the above, the Mandatary and his/ her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed, develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.
- 9.2 The Mandatary shall then ensure that his / her responsible persons and employees are familiar with such mitigation measures. This includes the lock out tag out processes relating to the use of machinery.
- 9.3 The Mandatary shall implement any other safe work practices as prescribed by the Employer and shall ensure that his / her responsible persons and employees are made conversant with and adhere to such safe work practices.
- 9.4 The Mandatary shall ensure that work for which a permit is required by the Employer or any statute is not performed by his / her employees prior to the obtaining of such a permit.

10. HEALTH AND SAFETY MEETINGS

- 10.1 OHS Act requires that Health and Safety Committees be established in case where employee count exceeds 20 onsite, however due to the duration and the nature of the scope of work executed by the contractors and stakeholders enforces that regardless of employees at the airports. The Mandatary shall establish his / her own health and safety committee(s) and ensure that his / her employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings on monthly basis.
- 10.2 The Mandatary Section 16(2) appointed and SHE resource shall attend the Client SHE meetings as per the schedule communicated. In cases where the Mandatary delegated resources are not able to attend the meeting, an apology shall be submitted to the Client OHS Manager 24 hours before the meeting. An alternative representative shall be deployed to attend the meeting on the half of the Mandatary.
- 10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any

are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.

- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

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

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within forty-eight (48) hours.
- 13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to

the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be providing with copies of any written documentation and medical reports relating to any incident.

13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of section 32 of the OHS-Act into such incident.

13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

The Mandatary shall request and familiarise its employees with the Client security rules which is not included in this agreement.

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

The Mandatary shall have a program to upkeep and maintain the facilities leased out to it /shared with/ by the Client as stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

The Mandatary shall ensure that the work site, ablution, offices and surround area is at all times maintained to the reasonably practicable level of hygiene and cleanliness. In this regard, no loose materials shall be left lying about unnecessarily and the work site shall be cleared of waste material regularly and on completion of the work.

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client

Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

19.2 The Client reserves a right to do substance abuse testing and main entry points for the Mandatory employees.

19.3 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.

19.4 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatory shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatory shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatory shall be monitoring compliance to PPE of his/her own employees at all times. The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client nonconformance reporting tool.

20.3 The Mandatory shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatory equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatory and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatory to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatory hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatory has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

24.1 The Mandatary shall ensure that all road vehicles used on the sites are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.

24.2 No employees on premises permitted in back of LDV (bakkie) and in front of LDV each driver and passenger must have a separate seat belt.

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

In the event that the Mandatary requires clarification of any of the terms or provisions of this agreement, he / she should contact the Client OHS Department.

26. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the Mandatary and/or while any of the Mandatary's employees are present on the Client site.

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such noncompliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immovable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

<p style="text-align: center;">COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993</p>

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

- a) All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
- b) The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- c) The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

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

The Contract/Project Manager shall sign this agreement as the Client's representative.

3 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
.....

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

DATE

Witnesses:

- 1. _____
- 2. _____

5 SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

- 3. _____
- 4. _____

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

Commented [SH12]: Please attach the most updated Schedule.

Summary of Terms and other Matters Applicable to Employer Provided Insurance

For OPEX projects and non-construction CAPEX projects on the airside:

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.

Sub-Contractors

The Contractor shall:

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

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C2.1 Pricing assumptions: Option A

The conditions of contract

How work is priced and assessed for payment

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

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

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

Function of the Price List

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

Link to the Contractor's plan

Clause 21.4 states "The Contractor provides information which shows how each item description on the Price List relates to the operations on each plan which he submits for acceptance". Hence when compiling the price list, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the price list and result in a satisfactory cash flow in terms of clause 11.2(17).

Preparing the price list

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

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

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

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

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

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

Format of the price list
(From page 76 of the TSC3 Guidance Notes)

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

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

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

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

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C2.2 The Price List

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

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

Table A: Activity Schedule Part 1: Maintenance and Repairs of Sewerage, Potable and Storm Water Pumps Systems at CTIA for 12 Months Expenditure

Item no.	Activity Description	Frequency	Quantity (per 60 months)	Amount (per single item)	Total (per 12 months)
Preliminary and General					
1	Provisional amount for Airport permits, GAST, AIT parking fees and AVOP			R18 000.00	R18 000.00
2	Contract Management, Store Management, and administration	Monthly	12		
3	Safety File	Once off	1		
Total Preliminary & General					R
Maintenance & Inspections					
3	Monthly Inspections & Maintenance	Monthly	12		
4	Annual Inspection and Maintenance	Yearly	1		
5	Panel wiring diagram and COC validity check	Yearly	1		
Total Maintenance & Inspections					
Total	Sub-total A (Total Preliminary & General + Total Maintenance & Inspections)				R

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

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

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

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

Labour rates and Mark-up

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Activity Schedule – part 2 (Labour rates and Mark-up - Breakdowns)

Any work not included under part 1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

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

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

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

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

i) **LABOUR RATES: (to be filled in)****Table 1- Pump Sewerage, Potable and Stormwater Resources**

Item	Description	Qualification Category i.e. SAQA or SAQCC, Wireman's licences	Normal hours (R/hour)	After hours (R/hour) Std O/T
1	Site Supervisor Millwright or Fitter-	SAQA Accredited Trade Test – Fitter/millwrights (Min 3 years' Experience post trade test qualification in Maintenance of pumps and valves) OHS Training Certificate	R	R
2	Electrical Technician	SAQA Accredited Millwright/ Electrical Trade Test (Min 3 Years' Experience- Pumps and motors)	R	R
3	Assistant	Mechanical N2 (1 Year experience in Maintenance of Mechanical equipment)	R	R

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. Staff must have experience and applicable competencies as per OEM and all legislations in the maintenance and repairs of sewerage, potable and storm water pumps systems. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to the maintenance and repairs of sewerage, potable and storm water pumps systems

Note the following minimum below as per standardised Sewerage, potable and Storm water Pumps infrastructure:

Sewerage, Potable and Stormwater Pumps Resources			
Item	Description	Qualification Category i.e. SAQA Trade Test	Experience of key resources
1	Site Supervisor Millwright or Fitter-	SAQA Accredited Trade Test Fitter/Millwright	<ul style="list-style-type: none"> • Min 3 years' experience post trade test qualification in maintenance of Pumps and valves • 2 years supervisory Experience • Min 2 years OHS experience
		OHS Training Certificate	
2	Electrical Technician	SAQA Accredited Millwright/ Electrical Trade Test (Min 3 Years' Experience- Pumps and motors)	Min 3 years' experience post trade test qualification and 1 year must be on the maintenance of valves, pumps and alignment of motors
3	Assistant	Mechanical N2	1 Year experience in maintenance of mechanical equipment

ii) CALL OUT FEE + DIAGNOSTIC AND REPAIR RATES**NOTE:**

- a) All rates for all activities including diagnostic and repair shall include all required tools, software, hardware and consumables (including all applicable specialized tools and software, hardware and consumables) Onus is on the contractor to price correctly).
- b) All *call out* shall include all applicable travelling, all personnel insurance, holidays with pay, incentive bonuses etc. Labour laws and all applicable laws shall be followed by the contractor.
- c) Call outs are not chargeable during hours technician/artisan/assistants or any applicable resource are on site.
- d) Call outs are not chargeable during working hours' technician/ assistants while on site (08:00 – 17:00)
- e) The contractor will be compensated according to the contractor's repair rate provided in the below table B and it is subject to discussion with the service manager due to proven factors that are beyond the contractor's control (some of the internal and external factors are listed in Annex T) .
- f) Call-out remuneration is applicable to activities falling out of preventative maintenance activities that were supposed to be done by the contractor, thus ACSA will not pay for breakdown which are due to preventative maintenance negligence by the contractor.

Table 2: Call outs + Labour

Diagnostic with repairs table:					
(Time below includes the total time to do diagnostics and repairs for each failure mode and completely resolve the issues leaving the infrastructure totally correctly functional. Note the rates must include all required tools, special tools, software and hardware require to completely resolve the failure)					
Item #	Call description	Estimated time to repair/reset (hrs.) as logged in the ACSA system	Budgeted Quantity	Contractor time to repair: (Contractor to fill in)	Rate per hour (after hours): (Contractor to fill in)
1	High Level alarms	1	25		
2	Sump Overflow	2	8		
3	Pump Blockage	2,5	15		
4	Faulty Float switch	1.5	10		
5	Faulty Ultrasonic Sensors	2	10		
6	Faulty /Burnt Breakers /Contactors	1	5		
7	Faulty relays	0.5	10		
8	Mechanical Noise	1.5	6		
9	Leakage – seals problems	1.5	2		
10	Bearing failure	1.5	2,5		
11	Worn impellers	2	3		
12	Components corrosion	1	2		

iii) SPARES and MARK -UP

*Spares will be managed by the contractor using ACSA's manual inventory management system.

The manual inventory management system will include but not limited to;

- Conducting and submission of monthly and quarterly stock count to the Service Manager by the contractor,
- Keeping up-to-date inventory cards by the contractor,
- Management of spares movement by the contractor,
- Keeping an up-to-date inventory file (purchase order and request, work order, delivery note, stock count records, etc.).
- Ensure safety and security of the storeroom by the contractor as per space given to them.
- The space for spare storage shall be allocated by ACSA to the contractor and can be a shared space as per space availability.
- Management of inventory by the contractor as per ACSA inventory procedure

Spares:

Description	Total (excluding VAT)
Subtotal B- provisional sum for spares	R 919 490.02

AD-HOC WORK:

Description	Total (excluding VAT)
Subtotal C- provisional sum for AD-hoc work	R 300 000.00

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Mark-up (third party procured items/services)

Bidder to complete

Value of Item or Services	**Mark-up (Contractor to fill in) *Y*	Spares amount for budget purposes *Z*
R0 - R2,000	%	R2 000.00
R2,001 - R5,000	%	R5 000.00
R5,001 - R10,000	%	R10 000.00
R10,001 - R50,000	%	R50 000.00
Sub-total D (Third party Mark-up) (Note: Should be part of the form of offer and acceptance)		

Commented [SM13]: Karabo to advise
 Commented [SM14]: Karabo to advise

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted.

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

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

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

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

Contract value

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

Estimated Contract Value for Maintenance service for the Year 1-5

Description	CPI	Total
Year 1: Sub-total A (Total Preliminary & General + Total Maintenance & Inspections)	n/a	
Year 2	4.5%	
Year 3	4.5%	
Year 4	4.5%	
Year 5	4.5%	
Total over 5 years		R

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MAINTENANCE AND REPAIRS OF SEWERAGE, POTABLE AND STORM WATER PUMPS SYSTEMS AT CTIA FOR FIVE (5) YEARS EXPENDITURE:

Description	Total (excluding VAT)
Total over 5 years	R
Sub-total B (Spares provisional sum)	R919 490.02
Subtotal C- (provisional sum for AD-hoc work)	R300 000.00
*Total E- Total Cost for 5 Years <i>(must be carried to the form of offer and acceptance)</i>	R

Note:

***TOTAL- E** (i.e. Total maintenance cost for duration of the contract) must be carried to the form of offer and acceptance

The values in this table/contract are not guaranteed, payment will be done as per approved work/activity done and assessments in this contract.

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PART C3: EMPLOYER'S SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1 60
	Total number of pages	67

C3: EMPLOYER'S SERVICE INFORMATION

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6 Description of the service

6.1 Employer's objectives

The contractor will be responsible for the Maintenance and Repairs of Sewerage, Potable and Stormwater Pumps system infrastructure and its components at Cape Town International Airport.

The appointed service provider will be fully responsible for meeting all requirements 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. The Contractor will be fully responsible for obtaining (and keeping up to date with) latest technology for improving the service and functionality of Sewerage, Potable and Stormwater Pumps system infrastructure and its components.

6.2 Detailed Scope of Works

The contractor will be provided with service maintenance plan/chart and inspection sheet by the Service Manger which shall be conducted in line with the applicable regulations and engineering standards. The periodic schedule activities will be monthly and yearly inspection as per Manufacture's prescribed maintenance schedules and frequencies below

INSPECTIONS

Over and above the maintenance plans provided the following ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements and including certificates requirements and maintenance records must be produced when required

Legislative Records / Certificates and Maintenance records needed	Frequency of records
Sewer sump gas monitor calibration records	Quarterly (Q)
Earth leakage test	Quarterly (Q)
Flow and pressure test records	Monthly (M)
Maintenance records as per procedure	Monthly/Quarterly/Yearly
Records of inspections for Guarding of moving parts	Quarterly
Panel wiring diagram and COC validity check	Yearly (Y)
Level & Pumps interlock tests	Monthly (M)
Pump motor Winding resistance and insulation resistance test	Bi-annual

Equipment Life Span

- The life span of the Sewerage, Potable and Stormwater Pumps varies in years of installation (refer to Annex C for the list and life span)
- The list of equipment commissioning dates has been provided on Annex B.

OEM Requirements

The O.E.M recommended the below preventive maintenance for the Sewerage, Potable and Storm water pumps system

Column Heading	Meaning
Asset Group	Pump Set Systems asset group as defined above.
Activity	A short description of the maintenance activity to be performed.

Task Description	A detailed description of the maintenance tasks to be performed.
Frequency	The code used to reflect the intervals between which maintenance activities/tasks shall be performed. The convention used is: D = Daily, W = Weekly, M = Monthly, Y = Yearly
Trade	The trade code specifies the type of lead trade required to perform the maintenance activity. The convention used is: ELEC = Electrical, MECH = Mechanical, CIVL = CIVL or BUIL = Building and Facilities Maintenance.
Outage	REQD = Outage is required, as normal airport operations shall be impacted NOT REQD = Outage is not required, as normal airport operations shall not be impacted

Asset Group	Activity	Frequency
Pump Set – Sewerage (PMP)	Monthly Maintenance	Monthly (M)
Pump Set – Sewerage (PMP)	Yearly Maintenance	Yearly (Y)
Pump Set – Storm water (PMP)	Monthly Maintenance	Monthly (M)
Pump Set – Storm water (PMP)	Yearly Maintenance	Yearly (Y)
Pump Set – Fire Main Hydrant Booster (PMP)	Monthly Maintenance	Monthly (M)
Pump Set – Borehole (PMP)	Monthly Maintenance	Monthly (M)

Condition of the plant

The maintenance history of the equipment has been logged with ACSA Integrated maintenance centre.

- The list breakdowns and faults experienced and the estimated time for repair on the Pump System are listed on Annex H.
- The preventative maintenance previously performed on the Sewerage, Potable and Storm water Pump System are listed on Annex F, for the actual work orders with tasks, ACSA Integrated maintenance centre can be contacted to issue the information.
- A sample of root cause analysis on the Sewerage, Potable and Storm water Pump system has been attached on Annex G. Also, the root cause analysis must be performed, and the Root cause analysis form completed by the contractor and handed over to ACSA service manager after each breakdown.

Site Information

- The Sewerage, Potable and Storm water Pump system equipment are located on various sites and remote areas within Cape Town International Airport (refer to Annex A for a full list of equipment).
- The airport layout and site information has been provided on **Annex D**.

Minimum work requirements and Legislations:

Maintenance of the Sewerage, Potable and Storm water Pump system shall conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

- Electrical installation Regulation of 2009
- General Machinery Regulation and Driven Machinery Regulations
- SANS4413- Hydraulic fluid power — General rules and safety requirements for systems and their components
- SANS1808-32-Part 32 Float valves (equilibrium type)
- Insurance Requirements
- ACSA maintenance procedure for Pumps System- D080 022M as provided in **Annex N**.
- The preventative maintenance previously performed on the Pumps system are listed on **Annex F**, for the actual work orders, ACSA Integrated maintenance centre can be contacted.

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

Access to site

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

Site Restrictions

- Airside training and permit should be completed and issued before accessing airside and commencement of work.
- AVOP training and permit should be completed and issued before the commencement of work for personnel driving required to drive on airside
- The safety file should be completed and approved by the safety department before commencement of work. The safety file is a living document and must be continuously updated with all requirements as specified by law. Also, will be auditable from time to time.
- Personal Protective Equipment should be issued before the commencement of work.

Risk

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

Current Guarantees and warranties to be maintained:

- Annex W – No Performance bonds and Guarantees applicable on the service information
- All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work

Employer's requirements for the service

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

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

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

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

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

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and dependable in Baggage handling conveyors and carousels maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned to and/or cancelled at the ACSA Permit Office.

All work shall be performed within the required Response Times – as stipulated in the Annexes. Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work.

All work shall be charged according to the Activity Schedule. However, no labour shall be charged for any non-scheduled work, repair work or other work when carried out by a scheduled maintenance shift.

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

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

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

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

Location of the works

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

6.3 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
CTIA	Cape Town International Airport
OEM	Original Equipment Manufacturer
PPE	Personal Protective Equipment
CCTV	Closed Circuit Television
RCA	Root Cause Analysis
OHSACT	Occupational Health and Safety Act No. 85 of 1993
SANS	South African National Standard
SABS	South African Bureau of Standards
SHE-File	Safety and Healthy File
CTB	Central Terminal Building
SOB	Southern Office Building

7 Management strategy and start up.

7.1 The Contractor's plan for the service

The Contractor's plan for the service will inform both the employer and service manager the contractor's detailed intention on how the contractor will provide the service. The plan shall consist of working methods as well as details of the resources, including the Equipment the contractor intends to use. This will enable the Service Manager to monitor the contractor performance and to access the adherence to KPI table.

The contractor plan should cover the following which should be submitted and attached on the NEC contract as **Annexure. The contract plan should be submitted for acceptance as per contract data requirements**

- The starting date and the end of the service period
- The order and timing of the work of the Employer and Others as last agreed with then by the Contractor or , if not agreed as stated in the service information
- Provision
 - Time risk allowances
 - Health and safety requirements and
 - The procedures set out in the contract
- The dates when, in order to provide the service in accordance with his plan, the contractor will need
 - Access to the Affected Property as stated in the service information
 - Acceptances
 - Plan and maintenance , equipment and other things to be provided by the employer and
 - Information from Others
- For each Operational and Resources Plan Proposal, a statement of how the contractor plans to do the work identifying the principal Equipment and other resources which he plans to use i.e The tenderer must submit a comprehensive proposal that shows **Operation Plan and Resource Plan Proposal** in the form of organogram
 - Resources to conduct both plan and corrective maintenance on the SLA and achieve the KPI in maintaining the Pump system i.e submersible , immersible ,inline pumps and end-suction pumps
 - The proposal should not be limited to manpower only it should cover equipment -instruments and tools
 - The tender must submit organogram for all resources identified under the operation plan to enable the service provider to achieve the KPI and SLA.
- Other information which the service information requires the contractor to show on a plan submitted for acceptance

The service provider should consider below on their service plan for reporting and ensuring to meet the KPI requirements

Operational hours

Normal airport operational hours shall be **from 04:00 to 00:20** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time for pump system for routine maintenance shall be arranged with the Operations Manager/ Service Manager and relevant stakeholders to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations. For any scheduled work/plan maintenance that is carried outside the normal working hours will not be charged against ACSA as it falls under price activity schedule.

Response Times

The Contractor must at all times comply with the following:

Response time shall be calculated as the time taken from the fault being reported (via IMC, 3rd party, or other) to the time the fault is cleared, the relevant device becomes available for use.

100% of all after hour breakdowns shall be responded to within 45 minutes. Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment.

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.

ACSA 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.

Closure Duration

Closure duration is defined as the time elapsed since the maintenance call was logged at the IMC to the time the contractor reports to the IMC that the problem has been resolved.

95% of all breakdowns will be restored to good working condition within 1.5 Hours, unless a special agreement exists with the employer's agent. Include escalation procedure. The contractor must report any defect immediately to ACSA.

In the event of a HVAC system or its related component being unavailable, it will be the sole responsibility of the Contractor to advise the Infrastructure Monitoring Control (IMC) as well as Contract Manager immediately.

Defect free liability period

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

Maintenance Management

Contractor is expected to adhere to a 90/10 planned vs. unplanned maintenance split on monthly basis.

On arrival to site (airport) to attend to a callout, a contractor need to notify IMC (ACSA Helpdesk at CIAHELPDESK@airports.co.za or +27 (0) 21 937 1257) and also notify IMC (ACSA Helpdesk) on completion of the repair work before leaving the site (airport).

Checklists and Logbooks

- Technical checklists and logbooks to be kept and verified by ACSA personnel as per OEM or SANS standard.
- Audits will be performed on ad hoc basis to assess quality of checklists and logbooks.

DAR (Data Analysis and Reporting)

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- Weekly and Monthly feedback report to be compiled and submitted to ACSA mechanical maintenance department stipulating per area cost breakdown, findings and recommendations. This report should state number of failures, availability and reliability of the particular equipment. Daily reports to be available on request.
- If an incident or deviation occurs, an RCA (Root Cause Analysis) investigation to be carried out along with ACSA mechanical maintenance personnel to determine the root cause and corrective actions required to bring the physical asset back on line.
- A technical investigation report of any incident should be submitted within 24 hours to ACSA Mechanical Maintenance Department.
- Inventory control audits reports to be submitted on monthly basis.

A management report that consists of a task list should be submitted for all repairs and replacements and not just an invoice.

Evaluation

Contractors will be evaluated on the following:

Safety & Housekeeping	Safety warning sign in place
	Isolation/ cordon/ Barricading off area
	Apology sign in place
	Store room
	Control Room
Security	ID card always clearly visible
	Clear sign of the name of company
	Low worker turn over
Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Keep agreed spares available
	Staff complete as per contract schedule
	Competency of staff
Finance	Quotes must submitted within specific timeframe and assessment as per contract data will apply
	Invoices submitted to finance department on time and with correct order numbers
	Cost control and efficiency improvements
	Attach third party quotation/invoice for any third party financial transaction
	Submit financial statements on monthly basis
Uniforms	To be properly dressed in overalls with company name on the back for identification. Must be clearly visible and neat.
Quality of workmanship	Work to be done according to correct engineering practices and standards.
	Workmanship to be of a good quality
Submission of safety documents to ACSA safety department on monthly basis	Adhering to OHS Act
	No safety incidents

Identification of Contractors On-Site

It is expected that contractors wear visible company uniform when entering the premises as a form of identification.

Continuous Improvement Program and the Computerised Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below. Contract to provide a detailed annual proposal to the employer and the implementation thereof will be at employer's discretion.

1. An improvement in the availability of systems
2. An improvement on the maximum number of short ships attained
3. An improvement on the in-system time
4. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components) Etc.

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

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

ACSA has implemented a Computerised Maintenance Management System (CMMS). The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS work orders. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

Improvement Initiatives

ACSA, CTIA, encourages a practice of continual improvement and will welcome any proposal that will reduce the incidence of specific problems or occurrences improve work methodologies and also are of financial benefit to the organisation.

A contractor is required/ expected to present at least one (1) improvement initiatives twice a year.

7.2 Management meetings

The Contractor will be expected to attend meetings relating to Safety, maintenance, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor shall not submit claims for payment for staff attending any of these meetings. There will be minutes kept for this meeting for record purposes.

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:
Safety audit	Monthly on last Thursday of every month at 10H00	SOB ACSA Admin offices	ACSA Safety Dept. and Contractor.
Risk register and compensation events	Monthly on last Thursday of every month at 10H00	SOB ACSA Admin offices	Employer and Contractor.
Overall contract progress and feedback	Monthly on last Thursday of every month at 10H00	SOB ACSA Admin offices	Employer and Contractor

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.

7.3 Contractor’s management, supervision and key people

Human resources

The following minimum standards shall apply to resourcing:

1. Regarding a first line response to any breakdown of the Pumps. Taking into account current airport access control infrastructure and security arrangements and taking into account the physical layout of the plants, the Contractor shall ensure a sufficient quantity of staff in order to meet or exceed the Service Level Agreement as per **Annex I**
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative and reactive/breakdown maintenance for each month. Cost incurred by the contract should be covered by maintenance fees unless outside OEM maintenance specification or unless ad-hoc.
3. During operational hours, the Contractor must have sufficient personnel to successfully attend to at least two simultaneous breakdowns as per contract requirements.
4. During operational hours, the Contractor must have Site Manager who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages of a nature that would require a person with Pump systems knowledge, Electrical and Mechanical training.
 - b) Is suitably qualified and experienced to work on any electrical panels and mechanical components.
 - c) Is able to successfully interact with Fire Protection Service Provider and OEM “hotline” personnel.

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- d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors when there is a breakdown and can successfully interact with airport operational staff and airport management.
5. The Contractor shall assume responsibility for resolving any issue that might be experienced from time to time with the Pump system. This will relate to any problem that might be experienced with the HVAC System and its components.
 6. As part of his duties the Contractor:
 - a) Shall ensure that (at his cost) back-ups are current and available on site (including all required spares that might be necessary to effect restores).
 - b) Shall ensure that other faults/issues outside the scope of this contract but impacting on the Pumps System are expedited with the relevant persons.
 - c) Shall submit preliminary incidents reports to the ACSA Service Manager regarding the cause and resolution of faults within 24 hrs of each eventuality.
 - d) Shall submit full incidents reports to the ACSA Service Manager regarding the cause and resolution of faults within 48 hrs of each eventuality after the incident has been resolved.
 - e) Shall maintain an up-to-date Pump wiring diagram and P&ID configuration drawing and keep it readily available on site.
 - f) Shall, within reason, remain up to date with changes to the ACSA- Pump System and build professional work relationships with all relevant parties, whether it be OEM or ACSA contractors or other.

All the information to the above breakdowns and stoppages exceeding agreed response times shall be logged with the ACSA IMC (Infrastructure Monitoring and Control department) at (021) 937 1257 or email CIAHELPDESK@airports.co.za

Conversely once the problem has been resolved the contractor will advise the IMC (Infrastructure Monitoring and Control department) at (021) 937 1257

7.4 Provision of bonds and guarantees

The form in which a bond or guarantee required by the *conditions of contract* is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.4, Sureties.

7.5 Documentation control

All contractual communications will be in the form of properly compiled letters or forms attached to e-mails and not as a message in the e mail itself.

The contractor will submit maintenance and inspection reports after each service in report format agreed between the service manager and the contractor.

A list of attainable replacements parts, by part number shall be furnished when requested by Service Manager and the contractor will be responsible to maintain an up-to-date inventory of commonly replaced spare parts by parts number.

7.6 Invoicing and payment

The contractor will submit financial statement on monthly basis. On the last day of each month, the Service Provider shall deliver original invoices to the Company in respect of the Services. The invoice must contain the following minimum information and/or be substantiated by the following documentation:

- amount due in respect of VAT;
- the Service Provider's VAT registration number;
- such additional information and/or documentation as the Company may reasonably require from time to time;

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Payment will take place within 30 (Thirty) Business Days after receipt by the Company of a duly prepared original invoice.

All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in (Contract Data) hereto.

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement as per **Annex I** – Low service damages against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for the net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

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
ACSA Employee Name: _____
and include on each invoice the following information:

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

Electronic payments

The Contractor should arrange with ACSA's finance department for making all payments electronically

7.7 Contract change management

Use of standard forms

Management of the works

It is noted that:

- a) The required labour resources and skills for this contract is prescribed in detail and will be a measure in calculating the monthly contract fee. The contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in Section 6 and 7.1 "The contractor's plan for the service". Only in the event where ACSA prescribes certain additions to the labour force (over and above to what is already prescribed), will that particular labour resource be included as a measurable item in the Activity Schedule.
- b) The prices per activity are based on the total "package" and should one activity be removed from the contract scope the other prices will be reviewed by the Contractor as well.
- c) Personal computers will be purchased by the contractor for administration of the contract.
- d) Provisional parking fees will be made, if the contractor's staff are utilising the ACSA public parking.
- e) The contractor to pay telephone costs, if utilising any telephone linked to ACSA telephone network.
- f) The contract to provide own computers and administration material required to operate during the duration of this contract.
- g) The contractor to pay for own office rental fees, if the contractor's staff are utilising the ACSA office areas.

Format of communications

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

Incidents and Events Reports

The contractor shall conduct RCA (root cause analysis) for incidents and events encountered on the infrastructure and submit a detail technical incident report within 48hrs.

7.8 Records of Defined Cost to be kept by the Contractor

Daily records

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

The Contractor shall keep in a safe place every statutory certification record book detailing inspection and test, maintenance, examination and any related incidents. These record sheets must be stored for the duration of the contract and should be available for inspection at any time. **The lack of complete history file will result in immediate cancellation of the contract**

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on but not limited to:

1. System availability (averaged per week)
2. COP of each chiller compared to design
3. Maintenance work (including % of scheduled maintenance work completed)
4. Monthly checks performed
5. Maintenance plan for the next month
6. Flow and pressure test records
7. Level & Pumps interlock tests
8. The latest spares inventory
9. Assets register up to date including equipment data
10. Root cause analysis records
11. Safety/Environmental or legislative issues and compliance
12. Outstanding maintenance/contractual issues

The contractor shall keep copies of all reports for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time. **Further if the information provided is deemed insufficient Service Manager/Contract manager has the right to withhold the monthly fee until the sufficient information is provided.**

7.9 Insurance provided by the Employer

It is important that the Contractor recognises that his risks include those shown in C1.4. Consequently, even if such insurance are effected by the Employer, the Contractor should satisfy himself as to the adequacy of the policy and cover.

The Contractor should inform the Service Manager of any discrepancy between the Employer-provided insurances as stated in the Contract Data.

7.10 Training workshops and technology transfer

The contractor will perform on job training workshops when required, as well as any obligation for technology transfer being included as part of the service or at the end of the service period.

Training of ACSA staff and/or other stakeholders on Pump system, and their Components and its operation

- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

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

7.11 Design and supply of Equipment

The Contractor shall ensure that the design is fit for the purpose intended. As far as applicable to maintenance and operations, the design will be in accordance with the mutually agreed specifications.

The *Contractor* is still liable if, after having made the equipment to details have been accepted, it fails because it did not comply with the Service Information. Failure to comply gives the Service Manager the right, but not the obligation, to reject the design.

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

7.12.1 Equipment

The clause requires the Contractor to return to the Employer at the end of the service period things which have been provided by the Employer for the Contractor's use i.e. The inventory materials and spares that were purchased by the Employer during the tenure of the contract should be returned provided the contractor still holds some in stock and any other equipment that was purchased by the Employer.

7.12.2 Information and other things

The Contractor grants to the Employer, with effect from the starting date or, in the case of documents or other matters not yet in existence, with effect from the creation thereof (and notwithstanding the Completion or termination of this contract),

- An irrevocable royalty-free non-exclusive license to use all of the documents provided to Provide the Services (including, but not limited to calculations, computer programmes and other software, drawings, manuals, models and other documents of a technical nature), for any purpose whatsoever, including for the purpose of operating, repairing, maintaining, dismantling, re-assembling and making adjustments to all parts of the Services. The Contractor procures that each Subcontractor executes all and any further documents and takes all and any other actions as may be required in order to give effect to this license.
- After the term service, the contractor shall return all valid permits to the Service Manager including the permits of all contractor staff that had service terminated.

8 Health and safety, the environment and quality assurance

8.1 Health and safety risk management

The Contractor shall comply with the health and safety requirements contained under C1.3: Occupational Health and Safety Agreement of this Service Information.

Addition to the above the **Annexes J and U** will be applicable

8.2 Environmental constraints and management

The Contractor shall comply with the environmental criteria and constraints stated in below including **Annex L**:

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

At no time shall the Contractor:

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

8.3 Quality assurance requirements

Quality plans and control

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

9 Procurement

Preferential procurement procedures Requirements

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

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

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement conveyor belts and/or other equipment or spares.

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

Spare Parts Requirements

The contractor shall provide spare parts list for repairs of each unit and ensures the supply of replacement parts are manufactured by the original equipment manufacturers(OEM) or parts are substantiated as equal by the Contractor and shall be approved by ACSA representative. The contractor shall have readily sufficient available spares for delivery and installation/repairs for Pump System. Maintenance under this contract shall provide a constant, high-quality service to properly protect all equipment from deterioration and to provide constant peak performance of Pump resulting in a minimum of down time to the system.

A list of attainable replacements parts by part number shall be furnished every month and when requested by Service Manager and the contractor will be responsible to maintain an up-to-date inventory and charged ACSA accordingly. It should be noted the failure from the contractor to keep an up-to-date inventory it will be the responsibility of the service provider to source the required spares and be available within 24 Hours in case of breakdown or need for the spares. The contractor will be responsible for providing all the critical spares foreseeable for the use in the Pump Systems.

9.1 People

9.1.1 Minimum requirements of people employed

Refer to **Annex I**

9.1.2 BBBEE and preferencing scheme

- 1) In terms of the PPPFA Regulation 4, an organ of state can apply pre- qualifying criteria to advance certain designated groups
- 2) Only tenderers meeting the following criteria may submit proposals:
 - a tenderer having a stipulated minimum B-BBEE status level of contributor 1 or 2; and
 - an EME or QSE; and
 - a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people; or
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth; or
 - (iii) an EME or QSE which is at least 51% owned by black people who are women; or
 - (iv) an EME or QSE which is at least 51% owned by black people with disabilities; or
 - (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships; or
 - (vi) an EME or QSE which is at least 51% owned by black people who are military veterans;
- 3) By submitting a Proposal, the bidder certifies that the information and documents provided are true, correct and devoid of any fraudulent misrepresentations. ACSA reserves its right to seek further legal action in the event that the bidder fails to comply with this paragraph.
- 4) A bidder that fails to meet the above- mentioned pre-qualification criteria, will be disqualified.

9.2 Subcontracting

9.2.1 Preferred subcontractors

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

9.2.2 Subcontract documentation, and assessment of subcontract tenders

Refer to point 9.2.1

9.2.3 Limitations on subcontracting

Refer to point 9.2.1

9.2.4 Attendance on subcontractors

The contractor shall at his own cost provide the following general attendance on the subcontractors

- Access to the site and places where the subcontractor work is to be carried out, including the reasonable related requirements which belongs to the contractor
- Provision of water and lighting and all other requirements
- To be part of the monthly arranged meeting with the service manager

9.3 Plant and Materials

9.3.1 Specifications

Plant and Materials are defined as items intended to be included in the Affected Property. This refers to replacement of worn or defective parts, routine replacement as part of regular preventative maintenance and supply of spare parts. Therefore, it will be prerogative of the Service provider in consultation with Service Manager how repairs are carried out - can the item be fixed up or must it be replaced by a new one. All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with SABS, SANS, ANSI standards.

9.3.2 Correction of defects

Service provider in consultation with Service Manager will decide how repairs are carried out - can the item be fixed up or must it be replaced by a new one. The repairs or replacement must be in line with the service level agreement as stated in the service information **Annex I** to avoid low service damages. Further the defect free liability period will be applicable for any work that has been executed.

9.3.3 Contractor's procurement of Plant and Materials

It will be the contractor's responsibility to make sure is to order, codify, expedite, freight, import, transport to the Affected Property and deliver and store procured parts and materials in the correct manner before installation. The Employer may require warranties from suppliers to be in favour of the Employer and not just to the Contractor. The Employer may also need schedules of vendor data for his own use after the end of the service period.

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 regarding fire, health and safety when procuring replacement parts and/or other equipment or spares.

9.3.4 Tests and inspections

The test and inspection will be applicable as per Annex K and including when inspections and tests are to be carried out by agents of the Employer for the new installation, reports and/or certificates must be submitted.

10 Working on the Affected Property

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

- Assisting with emergency repairs on equipment excluded from this Contract
- Assisting with operations relating to breakdowns on equipment excluded from this Contract
- **Re-scheduling of work to accommodate other contractors or operational requirements**
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk to Pump System
- Providing access to other contractors

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- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA staff and/or other stakeholders
- Co-operating with ACSA Security relating to security issues
- Use of guards and hoarding is priority to prevent accident on public patrons and stakeholders when working is taking place.
- Notification of works and hot works permits must be acquired from time to time if such works require the need.

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

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

ACSA CTIA site is regarded as a National Key Point of Entry

The following National Key Point Requirements shall be adhered to:

- Criminal clearance check
- Zero alcohol tolerance
- Access to site through valid Permits
- Medical Clearance Certification

Service provider staff are not allowed to operate without valid permits at any time and Service Manager has a right to instruct the individuals contravening permit rules to leave the site and the service provider will be held accountable and this may lead to contract termination.

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

10.2 People restrictions, hours of work, conduct and records

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. **It is very important that the Contractor to note some restrictions and hours of work may apply to this contract to avoid operation interruption as a result, night work will be unavoidable and the Contractor should price accordingly**

10.3 Health and safety facilities on the Affected Property

Annex J and this part is in C1.3 in this contract

10.4 Environmental controls, fauna & flora

This matter has been dealt with in the general environmental requirements referred to **Annex L**

10.5 Cooperating with and obtaining acceptance of Others

The Contractor's duty is to co-operate with Others as expressed under the service information.

Where the Contractor's work may affect or interfere with the activities of the Employer or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the contractor's plan.

The exchange of information on health and safety matters is particularly important in order to comply with the law as well as with the contract.

10.6 Records of Contractor's Equipment

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises and shall be recorded and certified as stipulated per table below. This cover owned or hired equipment's as long it will be used on site i.e Scaffolding, cherry pickers, Ladders, Gas testing equipment

Tool Description	QTY	Date Acquired	Date Return

10.7 Equipment provided by the Employer

The Contractor must keep record of all the Tools and Special Equipment including OEM Manuals provided by the employer and be returned in good working condition/ replaced if misplaced after the contract duration has expired.

10.8 Site services and facilities

10.8.1 Provided by the Employer

The Contractor shall provide everything else necessary for Providing the Service. The Employer will provide in the way of power, water, telecoms, ablutions, fire protection and lighting (etc)

10.8.2 Provided by the Contractor

The Contractor is to provide in the way of accommodation, storage, vehicles and office equipment for its employees and these are not regarded as any restrictions or minimum requirements concerning the Contractor's and shall provide everything else necessary for providing the Service. The facilities upon the expiry of the contract shall be left in conducive/clean state.

10.9 Control of noise, dust, water and waste

Refer to Annex L

10.10 Hook ups to existing works

NONE

10.11 Tests and inspections

Refer to Annex K

11 List of drawings

11.1 Drawings issued by the Employer

None of the drawings issued by the Employer however OEM manuals with drawings are available for referencing.

12 Task Order

Refer to clause X 19. This Option can be used when all the services to be provided under the contract are to be instructed by Task Order, or when other services are being provided under the contract, and Tasks are added as necessary. For example, Ad hoc works.

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

Task Order No. [•] service [•]

To: [•].....
..... (Contractor)

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

Description [•]

Starting date [•]

Completion Date [•]

Delay damages per week [•]

Please submit your price and programme proposals below.

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Signed:	Date
<i>(For Employer)</i>	
Total of Prices for items of work on the Price List (details attached)	R. _____
Total of Prices for items of work not on the Price List (details attached).	R. _____
Total of the Prices for this Task Order	R. _____
The programme for the Task is [ref] (attached)
Signed:	Date
<i>(For Contractor)</i>	
I accept the above price and programme and instruct you to carry out the Task	
Signed:	Date:
<i>(For Employer)</i>	

13 ANNEXES TO C3 (Service Information)

Title	Annex number	Applicable or N/A
Schedule of Equipment	Annex A	Applicable
Equipment commissioning dates	Annex B	Applicable
Equipment life span	Annex C	Applicable
Site information	Annex D	Applicable
Risk assessment	Annex E	Applicable
Previous completed PMs	Annex F	Applicable
Root cause analysis	Annex G	Applicable
Estimated times for breakdowns/faults	Annex H	Applicable
Service Level Agreement	Annex I	Applicable
OHS Act Appointment by Contractor	Annex J	Applicable
Minimum Maintenance Programme	Annex K	Applicable
Environmental Terms and Conditions	Annex L	Applicable
Maintenance of Pump systems Spares List	Annex M	Applicable
ACSA maintenance procedure for Pump System - D080 022M	Annex N	Applicable
Pump systems – standard operating procedure	Annex O	Applicable
Maintenance of Pump systems – Electrical lockout procedure	Annex P	Applicable
Cape Town International Airport – operating instruction for Pump	Annex Q	Applicable
Fire Emergency procedure	Annex R	Applicable
IMC procedure	Annex S	Applicable
Internal and external factors outside the contractor's control	Annex T	Applicable
ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements	Annex U	Applicable
ACSA Inventory management procedure	Annex V	Applicable
Guarantees and warranties to be maintained	Annex W	N/A

ANNEX A

SCHEDULE OF EQUIPMENT

Equipment to be serviced and inspected comprises of:

- Pumps and Ancillary equipment
- Associated equipment's
- Borehole pumps and ancillary equipment

The table below depicts the areas forming part of this maintenance contract.

Pumps Types	Station
Pump Set – Sewerage	10
Pump Set – Storm water + Potable Water	15
Aircon Seepage Pump	1
Pump Set – Fire Main Hydrant Booster	2
Pump Set – Borehole	1

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ANNEX B

Equipment Commissioning Dates

Year of Installation Pump station	Description Type	Pump Model 1	Pump Model 2	Pump Model 3	Pump Model 3
2002- Charlie Wash Bay	Sewage	Zenit 220V SINGLE PHASE Model: DGO 200/2/80 AMPS:9.9 S/N:60034-1 1.5kw			
2009- Egoli	Sewage	Robot Model:DWP 42-41 DO AMPS:7.5 S/N:23865 7.5KW	Homa Model: V2446-p74 AMPS:7.8 S/N:2751 7.8 KW		
2002- Fire station	Fire Water	KSB Model: ETA150-50 AMPS:207 S/N:52430-431/2 110KW	KSB Model:150-50 AMPS:207 S/N:52430-431/1 110KW		
2009- First Car Rental	Sewage	Robot AMPS:7.7 RW 2131DG S/N:0805484 3.5KW	Robot AMPS:7.7 RW 2131DG S/N:0805483 3.5KW		
2002- Foxtrot Alpha	Storm Water	O/L 6.5 IDOL			
2002- Hotel Taxiway	Sewage	Hidrostal Model: D04MEMN10 AMPS:8.5 S/N:157521 3.8KW	Hidrostal Model: D04MEMN10 AMPS:8.5 S/N:140065 3.8KW		
2002- Lima Taxiway	Storm Water	Model:3085 AMPS:3.3 S/N:0560272 1.3KW	Flygt Model:3085 AMPS:3.3 S/N:0560273 1.3KW		
2002- Oval Basement	Sewage	Homa Model: TP 28V 11/2 AMPS:2.2 S/N 14022 0.9KW	Homa Model: TP 28V 11/2 AMPS:2.2 S/N 14022 0.9KW		
2009- Oval Sewage	Sewage	Robot Model:RW2120 BE AMPS:5.6 S/N:0209287 2.6KW	Robot Model:RW2120 BE AMPS:5.6 S/N:9901055 2.6KW		
2009- Oval Booster	Fire Water	Normaflo Model: F80-250 S/N:26064 48KW	Normaflo Model: F80-250 S/N 26063 48KW	Dab Model: K80-400T S/N 399 12KW	Dab Model: K80-400T S/N:399 12KW
2009- Pedestrian Underpass 1	Storm Water	Robot Model:RW2120 BE AMPS:5.6 S/N:0902142 2.6KW	Robot Model: RW2120BE AMPS:5.6 S/N:0902141 2.6KW		
2009- Pedestrian Underpass 2	Storm Water	Robot Model:RW2120 BE AMPS:5.6 S/N:0902140 2.6KW	Robot Model:RW2120 BE AMPS:5.6 S/N:0902139 2.6KW		
2009- Power & Lighting	Storm Water	Grundfos single phase	Dab singel phase		
2009- Precinct 5	Storm Water	Robot Model: RT6050LT	Robot Model: RT6050LT	Robot Model:RW2131DG	

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		S/N:1003792 34KW	S/N:1003793 34KW	S/N: 3.5 KW	
2002- Runway 34	Storm Water	Flygt Model:3085 AMPS:3.3 S/N:0560271 1.3KW	Flygt Model:3085 AMPS:3.3 S/N:0560274 1.3KW		
2009- S.O.B	Sewage	Homa Model: V2437-34N AMPS:5.5 S/N:7957 3KW	Homa Model: V2437-34N AMPS:5.5 S/N:7956 3KW		
2002- Terminal 5	Sewage	Robot Model:RW2130DD AMPS:5 S/N 0902019 2.2KW	Robot Model:RW2130DD AMPS:5 S/N:0902018 2.2KW		
2009- Thunder City	Storm Water	Robot Model: RT6050LL AMPS:89 S/N:1003790 48KW	Robot Model: RT6050LL AMPS:89 S/N:1003791 48KW		
2009- Tower Road Underpass	Storm water	Robot Model: RT4042 DU AMPS:20.8 S/N:0908029 12.5KW	Robot Model: RT4042 DU AMPS:20.8 S/N:0908028 12.5KW		
2009- V I P	Sewage	EMELPEE Model: TSX22-4T AMPS 6.1 S/N:1647460 2.2KW	EMELPEE Model: TSX22-4T AMPS:6.1 S/N:1647461 2.2KW		
2009- Freight Road	Storm Water	Robot Model: RT6040LD AMPS:34.8 S/N:0908030 16KW	Robot Model: RT6040LD AMPS:34.8 S/N:0908031 16KW		
2002-Terminal 2	Aircon water	Ebara best S/N:1711103200 0.5KW			
2009- Macerator	Sewage	Model 300050018 S/N. 105630-1 AMPS 3.6 3KW	Model 300050018 S/N. 105630-2 AMPS 3.6 3KW		
Borehole Pumps	Borehole	Grundfos - Vertical Multi-stage Pump Model- CR 15-7A-F-A E-HQQE 5.5Kw- Duty Pressure 13.07 Bar	Grundfos - Dosing Pump 1 Model- DDA 6-10P 19Kw Duty Pressure 10bar	Grundfos -Dosing Pump 2 Model- DDA 6-10P 19Kw Duty Pressure 10bar	Air Compressor Model – Compre024 1.5Kw Duty Pressure 6-8 bar
Fire & Rescue Rainwater Pump	Rainwater	Make: Model Size: Duty Pressure:			
Fox 3 -Booster Pump	Potable	Vertical Multistage Centrifugal pump Make: Model: Size: 5.5 KW Duty pressure: 7 Bar			
Parkade 1- Booster Pump	Potable	Water Circulation Pump Make: SVM 12 Model Size: Duty Pressure:	Water Circulation Pump Make: SVM 12 Model Size: Duty Pressure:	Booster Pump Make: SVM 12 Model Size: Duty Pressure:	
Parkade 2- Booster Pump	Potable	Water Circulation Pump Make: Model	Water Circulation Pump Make: Model	Booster Pump Make: Model	

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		Size: Duty Pressure:	Size: Duty Pressure:	Size: Duty Pressure:	
Waste Plan-Solid waste Pump	Potable	Booster Pump Make: Grundfos Model: SCALA 2 Pump Size: Duty Pressure: 5 bar			
T1- Basement - Aircon Motor	Potable	Seepage Pump Model: Ebor Size: 0.5 KW Serial No 1711103200			
Airchef Pump	Sewage		Sewage Pump Model: DN04 MEMN 10 Size; 3.8KW Serial No 15723	Sewage Pump Model: DN04 MEMN 10 Size; 3.8KW Serial No 15724	
Europcar	Sewage	Sewage Pump Model: DN04 MEMN 10 Size; 3.8KW Serial No 15722	<i>Not part of Service Stakeholder doing service on this Pump. Only considered for replacement when required</i>		

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ANNEX C

Equipment Life Span

Item	Location	Life Span
ELECTRICAL PANEL - DISTRIBUTION BOARD	Various Pump Station	20
HMI SCADA SYSTEM	R/O Plant	15
PIPING	Various Pump Station	15
WATER TREATMENT SYSTEM	R/O Plant	15
PUMP SET	Various Pump Station	15
ELECTRONIC EQUIPMENT (LIMIT SWITCHES, CONTACTORS, ULTRASONIC SENSORS AND RELAYS)	Various Pump Station	7
FLOAT SWITCHES	Various Pump Station	3-7

ANNEX D

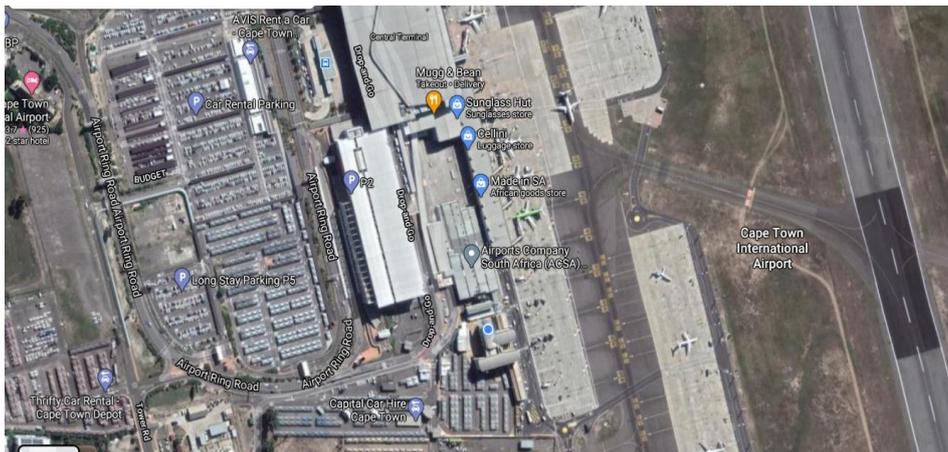
Site Information

Description

The services are situated on the airside of Cape Town International Airport the services taking place on various and remote areas within the boundary limits of the Cape Town International Airport.

General Site Conditions

Temperature (Min - Max)	6°C to 40°C
Relative Humidity	15% to 75%
Wind	Varies daily
Height above Sea Level	46 m
Slope (Existing/Modified)	N/A
Seismic	N/A



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ANNEX E

Risk assessment

OHS Risks

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Maintenance of Pump system	Fire hazard, fatalities, Toxic contaminants	Flammable Material	Procedure	Remove all flammable material (papers, plastic etc.) Use Gas detector to determine hazardous substance
2	Operations: M&E	Mechanical	Maintenance of Pump system	Injuries, fatalities.	Oil spillage	Procedure	ARFF department on standby if required. Contractor to have a spill containment kit to contain the spill, while ARFF is contacted through the IMCC.
3	Operations: M&E	Mechanical	Maintenance of Pump system	Occupational injury	Lifting heavy objects	Procedure	Make use of Gantries or lifting equipment
4	Operations: M&E	Mechanical	Maintenance of Pump system	Hearing loss	Noise generated from the aircraft and dollies	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
5	Operations: M&E	Mechanical	Maintenance of Pump system	Aircraft damage, fatalities	persons and vehicle in the airside	Training	On the job training is performed after Airside Induction Training is received.
6	Operations: M&E	Mechanical	Maintenance of Pump system	Occupational injuries	Hand Injury	Training, Procedure	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
7	Operations: M&E	Mechanical	Maintenance of Pump system	FOD injected by aircraft, property damage, injuries	Vehicle and tools on at Aprons	Procedure	Area Demarcation during work where applicable and All tools & demarcation to be removed after work
8	Operations: M&E	Mechanical	Maintenance of Pump system	Property damage, vehicle damage, injuries	Driving of vehicles at airside	SWP	AVOP training should be done by drivers with valid driver's license. Vehicles should be deemed serviceable or roadworthy by safety department.

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9	Operations: M&E	Mechanical	Maintenance of Pump system	Working in confined spaces	Injury to personal working in confined spaces	Procedure	Area Demarcation during work where applicable and PPE to be worn.
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Administrative Risks

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

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ANNEX F

Previously completed P. Ms

The list of preventative maintenance previously performed with activities on the Pump systems and actual work orders is available on request, ACSA Integrated maintenance centre can be contacted to issue.

ANNEX G

Root cause analysis

Root cause analysis must be done for each failure and the form is per below must be handed over after closing any works.

5 WHY				
Date:	Notification Number	Works Order Number	Machine	Reported By
Equipment Number	Machine			
1. Description of the problem / incident: (describe the end state or effect)				
<div style="border: 1px solid black; height: 20px;"></div>				
2. What has caused this problem?		What did you See; Hear; Smell; Feel??		Just Solve it !!
1		Evidence		
WHY?				
2		Evidence		
was cut from the network to the system controls at				
WHY?				
3		Evidence		
WHY?				
4		Evidence		
WHY?				
5		Evidence		
WHY?				
3. What was done to fix the problem or to get the process to continue.				
<div style="border: 1px solid black; height: 20px;"></div>				

Root Cause			
4. Proposed preventative measures			

Damage Code	Cause Code	Corrective Activity
Dirty	Blown	Adjusted
Erratic Operation	Broken	Aligned
Faulty Indication	Dirty	Calibrated
Flow	Fatigue	Cleaned
Jammed	Leak	Investigated
Leaks	Liquid Ingress	Lubricated
Loose	Lubrication	Temporary Mod
Noisy	Misaligned	Removed
Limits	Perished	Repaired
Out of Position	Pressure	Replaced
Physically Damaged	Soiled	Reset
Pressure	Temperature	Tightened
Temperature	Worn	Setup
Trips	Other	
Utility/ Service Failure		
Vibrates		
Will Not Reset		
Will Not Run		
Other		

Name: <input style="width: 90%;" type="text"/>	Name: <input style="width: 90%;" type="text"/>
Printer	Supervisor
Sign: <input style="width: 90%;" type="text"/>	Sign: <input style="width: 90%;" type="text"/>

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ANNEX H

Estimated times for breakdowns/faults

Item #	Call description	Estimated time to repair (hrs.) from the ACSA system as per Annexure H for information only
1	High Level alarms	1
2	Sump Overflow	2
3	Pump Blockage	2,5
4	Faulty Float switch	1.5
5	Faulty Ultrasonic Sensors	2
6	Faulty /Burnt Breakers /Contactors	1
7	Faulty relays	0.5
8	Mechanical Noise	1.5
9	Leakage – seals problems	1.5
10	Bearing failure	1.5
11	Worn impellers	2
12	Components corrosion	1

ANNEX I

Service Level Agreement

Performance objectives

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. Down-time of pump system for routine maintenance shall be arranged with the Service Manager and Informed IMC in advance to suit airport operations. The Contractor must allow for sufficient after-hours work in order for scheduled work not to interfere with airport operations

Minimum Staffing Schedule

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

Skill	Days per week	Hours
Site Supervisor Millwright or Fitter	Whenever deemed necessary	Mon-Fri (08:00-17:00) and whenever deemed necessary by the Employer
Electrician Technician	Whenever deemed necessary	Mon-Fri (08:00-17:00) and Whenever deemed necessary by the Employer
Assistant	Whenever deemed necessary	Mon-Fri (08:00-17:00) and Whenever deemed necessary by the Employer or the Artisan

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

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

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

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

Availability, mean time before failure, mean time to repair and callout response times

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

The Period of review shall be Monthly.

ACSA has authority to give the contractor the call-out, the authority will be from both IMC and Service Manager.

Service Level table

The following service levels are the minimum acceptable service levels for this contract.

Item	Benchmark*
Pump Overall System - Availability	Availability must be a minimum of 99.5% per month.
Pump Overall System - MTTR	0.75 Hrs.
Pump Overall System - MTBF	720 Hrs.
% Of planned maintenance completed per month	100%
Response time for call outs (after working hours, weekend and holidays)	60 minutes on land side and on the airside (The response time is calculated from the time the contractor receives a call/missed call/voice mail

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	etc. from IMC and sometimes from service manager)
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed with 5 working days from date of issuing to contractor, (Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 1 working day after date of issuing to contractor (Issued by ACSA either by mail or manual collection)

**The PMs' and work Orders' are not closed until all works have been correctly completed and the correct completed documents have been sent to both the IMC and the Service Manage.*

**** Availability, MTTR and MTBF as defined in the IMC procedure.**

Formula and Definitions

Availability	Definition
Total operating time	Time interval during which and item is performing its required function
Total operating time + downtime related to failures	Downtime related to failures = Total downtime lost due to failures

Reliability	Definition
Total operating time	Time interval during which and item is performing its required function
Number of failures	Failure: termination of the ability of an item to perform a required

Maintainability	Definition
Total time to restoration	Time interval during which an item is in downstate due to failure
Total number of failures	Termination of the ability of an item to perform a required function

Emergency Response time

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

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

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

Item Description	Response Time	
Negligence to calls with no proper feedback and causes ACSA reputation damage	during normal	R1 000.00/event

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

Guarantees

The defect free period is defined as that period following completion of the work where no defect directly associated with the Contractors workmanship is detected.

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

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

Assessments and Reviews

- ❖ Safety issues and file reviewed monthly or as per Safety department frequency.
- ❖ Contract shall be Audited and Assessed the from time to time.
- ❖ The contractor will be assessed and scored quarterly also through the ACSA supplier development system or any other ACSA system.

Low service damages

Notification of Low service damages

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

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor.**

The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, **this will be for the account of the Contractor.**

The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to(e.g. any authorised ACSA employees and any internal and external audits).

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

Low service damages tables

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

Item No.	Achieved Overall System Availability per Month	Payment presentence
1	99.5%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

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3	96.99% - 95.00%	15% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
4	94.99% - 93.00%	20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	92.99% - 91.00%	25% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.

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

Not meeting system MTTR of 0.75 Hrs (i.e. MTTR >0.75 Hrs).	R10 000/month
Not meet system MTBF 720 Hrs (i.e. MTBF > 720Hrs)	R10 000/month
Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). Note work is complete after the PMs have been correctly completed returned to the contract manager and the ACSA IMC to be closed out.	R4 000/month
Not turning PO into completed works / completion certificate on agreed times lines as stated in Risk register	R4 000.00 / per PO / month
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination
Failure to provide/produce compliance test required as per Annex U	Appropriate Penalty or Termination

Incentives and Continuous improvement

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

Internal and external factors

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

MAINTENANCE RECORD SHEETS

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

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

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

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

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ANNEX J

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

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

ANNEX K

Minimum Maintenance Programme

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

Maintenance Tasks for Pump set - Sewerage

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMS'.

Activity	Task Description	Frequency	Trade	Outage
Maintenance	<ol style="list-style-type: none"> 1. Check condition of all panels. 2. Make sure there are no alarms on panels 3. Visual inspection on all pumps and test run 4. Check condition and operation on al Mobrey Relays 5. Ensure that all electrical terminal screws in control panels are secure and tight 6. Check that all overloads are set correctly 7. Test all overloads 8. Clean all control panels. Make sure that contractors are chattering (noisy) when in operation 9. Check and ensure that all drawings are in control panels 10. Check and test all alarm's, confirm with IMC 11. Check operation of all float controls 12. Check that all locks are fitted on control panels and locked 13. Ensure that all grids are in place 14. Record/measure amperage and voltage on panel 15. Record pump operation hours 16. Record sump level 	Monthly (M)	MECH	NOT REQD
Maintenance	<ol style="list-style-type: none"> 1. Ensuring the disinfection of areas and or equipment to prevent bacterial infections / contaminations to people and environment as required. 2. Removal of dirt on the impeller and check cavitation on the impeller. 3. Visual inspection of the oil in the sump and the oil level. 4. Check current drawn by the motor that it is within the required limit and record 5. Check voltage on the control panel and record voltage 	Yearly (Y)	MECH	NOT REQD

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6.	Inspect shaft and seals for any wear and tear			
7.	Check drive couplings on the pump			
8.	Check bearing noise and inspect bearings			
9.	Check valve operations			
10.	Check electric motors for any loose contacts and vibrations			
11.	Check that cables are in a good condition and tidy			
12.	Complete checklist report and findings during submission to the relevant department			
13.	Check operation of float switches and radar switches			
14.	Service electrical panel and check for loose connections			
15.	Renewal of oil on the sump.			
16.	Shaft alignment and calibration.			
17.	Balance rotating assembly.			
18.	Check impeller condition			

Maintenance Tasks for Pump set – Storm Water

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMs'.

Activity	Task Description	Frequency	Trade	Outage
Maintenance	1. Check for exercise vibration on motor	Monthly (M)	MECH	NOT REQD
	2. Check for bearing noise			
	3. Inspect shaft seals			
	4. Check electric motors for loose connections			
	5. Check that cables are in good conditions and tidy			
	6. Check valve operation			
	7. Inspect bearing on pump			
	8. Check drive couplings on pump			
	9. Inspect bearings on pump			
	10. Check pump seal for leaks			
	11. Check all drainpipes for leaks			

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Maintenance	1.	Check operation of float switches and radar switches	Yearly (Y)	MECH	NOT REQD
	2.	Service electrical panel and check for loose connections			
	3.	Removal of the pumps from site to the workshop.			
	4.	Inspect and Bench test pump			
	5.	Grit blast pump remove corrosion and paint the pump.			

Maintenance Tasks for Pump set – Fire Main Hydrant booster

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMS'

Activity	Task Description	Frequency	Trade	Outage	
Maintenance	1.	Check for exercise vibration on motor	Monthly (M)	MECH	NOT REQD
	2.	Check for bearing noise			
	3.	Inspect shaft seals			
	4.	Check electric motors for loose connections			
	5.	Check that cables are in good conditions and tidy			
	6.	Check valve operation			
	7.	Inspect bearing on pump			
	8.	Check drive couplings on pump			
	9.	Inspect bearing on pump			
	10.	Check pump seal for leaks			
	11.	Check all drain pipes for leaks			
	12.	Check Flow and Pressure from Hydrant Valve			
	13.	Check leaks on Hydrant Valve			
	14.	Check function on Hydrant Valve			

Maintenance Tasks for Pump Set - Borehole

The tasks listed are high level/ minimum tasks. The contractor is expected to complete all tasks as OEM requirements, scope of works on the contract, as listed on the approved inspection sheet and as per the CMMS PMS'

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Activity	Task Description	Frequency	Trade	Outage
Maintenance	<ol style="list-style-type: none"> 1. Maintain the system in a clean and tidy condition 2. Inspect system for any leaks. if any seal/ repair accordingly 3. Inspect the chemical tank levels and filled if required- ensure correct chemical and ratio is maintained 4. Monitor system for abnormal conditions 5. Check and adjust flow rates as per Operating Parameters 6. Record Operating parameters and complete Operator checklist 	Daily	Operator	NOT REQD
Maintenance	<ol style="list-style-type: none"> 1. Check Compressor level and refill when required 	Weekly	Operator	NOT REQD
Maintenance	<ol style="list-style-type: none"> 1. Check for exercise vibration on motor 2. Check for bearing noise 3. Inspect shaft seals 4. Check electric motors for loose connections 5. Check that cables are in good conditions and tidy 6. Check valve operation 7. Inspect bearing on pump 8. Check drive couplings on pump 9. Inspect bearing on pump 10. Check pump seal for leaks 11. Check all drain pipes for leaks 	Monthly (M)	MECH	NOT REQD

ANNEX L (Contractor to fill in)

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

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal

	<p>5. Copy of waste permit for disposal site This information must be available during audits and inspections.</p>
<p>Handling & Storage of Hazardous Chemical Substances (HCS)</p>	<ul style="list-style-type: none"> All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
<p>Water and Energy Consumption</p>	<p>the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.</p>
<p>Training & Awareness</p>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

Low Service Damages

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

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

I, _____ (name & surname) of _____

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

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

at: _____ (airport name).

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ANNEX M

Maintenance of Pump System Spares List

MSP Number	Part Description	UOM
	Level Strobe light switch	EACH
	Star Delta Timer 230V	EACH
	Relay 8 pins, 10A, 24V DC 250VAC	EACH
	Panel toggle Switch	EACH
	Float switches	EACH
	Panel handles	EACH
	Seals – Packing Glands	EACH

Confidential

ANNEX N

ACSA Maintenance Procedure for Pump System - D080 022M

Available upon request from the ACSA service manager

Further the following legislative must be adhered

Maintenance of Pump Systems

Electrical installation Regulation of 2009

General Machinery Regulation and Driven Machinery Regulations

SANS4413- Hydraulic fluid power — General rules and safety requirements for systems and their components

SANS1808-32-Part 32 Float valves (equilibrium type)

Insurance Requirements

CIDB Registration in category ME for the service provider

Registration with the Department of Labour as an Electrical Contractor

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ANNEX O

Pump system – standard operating procedure

Available upon Request from the ACSA service manager

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ANNEX P

Maintenance of PUMP system – Electrical lockout procedure

Available upon Request from the ACSA service manager

Confidential

ANNEX Q

Cape Town International Airport – operating instruction for Pump system

Available upon Request from the ACSA service manager

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ANNEX R

Fire Emergency procedure

Available upon Request from the ACSA service manager

ANNEX S

ACSA IMC procedure for call out and work orders

ACSA IMC procedure for call out and work orders

Available upon Request from the ACSA service manager

Maintenance Management

Contractor is expected to adhere to a 90/10 planned vs. unplanned maintenance split on monthly basis.

On arrival to site (airport) to attend to a callout, a contractor need to notify IMC (ACSA Helpdesk at CIAHELPLESK@airports.co.za or +27 (0) 21 937 1257) and also notify IMC (ACSA Helpdesk) on completion of the repair work before leaving the site (airport).

Checklists and Logbooks

Technical checklists and logbooks to be kept and verified by ACSA personnel as per OEM or SABS standard. Audits will be performed on ad hoc basis to assess quality of checklists and logbooks.

DAR (Data Analysis and Reporting)

Weekly and Monthly feedback report to be compiled and submitted to ACSA mechanical maintenance department stipulating per area cost breakdown, findings and recommendations. This report should state number of failures, availability and reliability of the particular equipment. Daily reports to be available on request.

If an incident or deviation occurs, an RCA (Root Cause Analysis) investigation to be carried out along with ACSA mechanical maintenance personnel to determine the root cause and corrective actions required to bring the physical asset back online.

A technical investigation report of any incident should be submitted within 24 hours to ACSA Mechanical Maintenance Department.

Inventory control audits reports to be submitted on monthly basis.

A management report that consists of a task list should be submitted for all repairs and replacements and not just an invoice.

ANNEX T

Internal and external factors

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

	Type	Comment
External resources	Utilities •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit	-No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	•Outside Operating conditions/parameters •Damage by others (users and Third parties) i.e. end users •Incorrect use •Foreign material in system	-No impact to reliability/Maintainability. This are some of the occurrences that may not be considered the Normal Operating conditions Impact on availability of the system if faulty
Other	•Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget) Typically: It is the responsibility of the Client to ensure adequate administration and re-order spares timely, It is the responsibility of the service provider to ensure that the stores administration is done and minimum stock levels are adhered to, the request to buy spare are replenished are done on time	-Affect Maintainability No impact on service provider. The Risk is not sitting with a single owner

ANNEX U

ACSA Mechanical Standardised Minimum: legal requirements and minimum competency requirements and including certificates requirements and maintenance records must be produced when required

Legislative Records / Certificates and Maintenance records needed	Frequency of records
Sewer sump gas monitor calibration records	Quarterly (Q)
Earth leakage test	Quarterly (Q)
Flow and pressure test records	Monthly (M)
Maintenance records as per procedure	Monthly/Quarterly/Yearly
Records of inspections for Guarding of moving parts	Quarterly
Panel wiring diagram and COC validity check	Yearly (Y)
Level & Pumps interlock tests	Monthly (M)
Pump motor Winding resistance and insulation resistance test	Bi-annual

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ANNEX V

ACSA Inventory procedure

Available upon Request from the ACSA service manager

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ANNEX W

Current Guarantee and Warrantee

No Performance bonds and guarantees applicable on the service information

All repair work shall carry a defect free be guaranteed for a period of 3 months after completion of work.