



Maintenance of Cathodic Protection System

Edition: MARCH 2025

Reference number: ORTIA7789/2025/RFP



AIRPORTS COMPANY SOUTH AFRICA
OR TAMBO INTERNATIONAL AIRPORT

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C1.1 Form of Offer & Acceptance

Offer

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

MAINTENANCE OF THE CATHODIC PROTECTION SYSTEM

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

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

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

(The above amount should be calculated as per the guide provided in the Pricing Data [Subtotal D]. In the event of any conflict between the amount above and the Pricing Data [Subtotal D], the latter shall prevail.)

for the Contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness signature

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



Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
 - Part C2: Pricing data and Price List
 - Part C3: Service information.
 - Part C4: Site information
- and schedules, drawings and documents or parts thereof where so indicated.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the 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 employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

for the Employer

Signature Date

Name Capacity

**Airports Company South Africa,
3rd Floor ACSA North Wing Offices
O R Tambo International Airport
Kempton Park
1627**

Name of
witness signature



Schedule of Deviations

1 Subject

Details

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.....

.....

2 Subject

Details

.....

.....

.....

3 Subject

Details

.....

.....

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4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

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.....

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

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

C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

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

Thirdly the General Conditions of Contract.

Fourthly the Pricing data.

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

General Conditions of Contract

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

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	011 921 6911
10.1	The <i>Service Manager</i> is:	To be advised
	Address	O R Tambo International Airport Private Bag X1 3rd Floor ACSA North Wing Offices OR Tambo International Airport 1627
	Tel No.	To be advised
	e-mail	To be advised

11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i>
11.2(2)	The <i>Affected Property</i> is	O R Tambo International Airport
11.2(13)	The <i>service</i> is	The maintenance of Cathodic Protection System
11.2(14)	The following matters will be included in the Risk Register	1 Risk of financial loss and/or injury of persons due to the proximity of the <i>service</i> (or of persons performing the <i>service</i>, or of moving/stationary vehicles) to moving and stationary aircraft 2 Health risk and/or risk of injury/death due to exposure of persons to poisonous and flammable substances and gases in sewerage sumps, in the performance of the <i>service</i>. 3 Risk of injury due to lifting of heavy objects 4 Risk of injury/death due to exposure of persons the risk to falling into sewerage sumps and/or drowning, in the performance of the <i>service</i>.
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as section 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	5 calendar days
21.1	The period within which the Contractor provides the Work 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	To be confirmed
30.2	The <i>Service Period</i> is	5 years from the starting date, or when the 5-years contractual amount has been expended, whichever occurs first.

4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	Every 4 weeks, on the 15 th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .
7	Title	No data is required for this section of the <i>conditions of contract</i> .
8	Risks and insurance	
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	<p>(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and</p> <p>(ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract.</p> <p>Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.3 to the <i>contract</i> ("the Insurance Schedule").</p>
83.1	The <i>Contractor</i> provides these additional insurances	<p>Professional Indemnity Insurance</p> <p>Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.3 to the <i>contract</i>.</p>
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.3.

9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .																								
10	Data for main Option clause																									
A	Priced contract with price list	There is no Contract Data required for the main option clause.																								
11	Data for Option W1																									
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below																								
<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 ghandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555 sebe@civilprojects.co.za</td></tr> <tr> <td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr> <tr> <td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281 reyneke@duma.nokwe.co.za</td></tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027 emeka@gosiame.co.za</td></tr> </tbody> </table>			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 sebe@civilprojects.co.za	Mr. Sam Amod	Gauteng	sam@samamod.com	Adv. Sias Ryneke SC	Gauteng	083 653 2281 reyneke@duma.nokwe.co.za	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council																								
W1.4(2)	The <i>tribunal</i> is:	Arbitration																								
W1.4(5)	The <i>arbitration procedure</i> 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)																								
The place where arbitration is to be held is		Johannesburg, South Africa.																								

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.

Option A The Contractor prepares forecasts of the final total of the Prices for the whole of the *Services* at intervals no longer than 4 weeks.

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> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option
X17	Low service damages	The data required for this secondary option is in the Service Information (C3)
X18	Limitation of liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> 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 <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to:	The total of the Prices

X18.4	<p>The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:</p> <p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person. <p>infringement of an intellectual property right</p>
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Z(A): The Additional conditions of contract are: Z1-Z19

Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	<p>Add to core clause 12.3:</p> <p>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.</p>
Z2	Providing the Service:
Z2.1	<p>Delete core clause 20.1 and replace with the following:</p> <p>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.</p>
Z5	Termination
Z5.1	<p>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".</p>
Amendment to the Secondary Option Clauses	
Z7	Limitation of liability:
Z7.1	<p>Insert the following new clause as Option X18.6:</p> <p>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</p>

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

Additional Z Clauses

Z8 Cession, delegation and assignment

- Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
-

Z9 Joint and several liability

- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
-

Z10 Ethics

- Z10.1** The *Contractor* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
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Z11 Confidentiality

Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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 <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> 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 <i>works</i> or any portion thereof, while providing the works and after completion, requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	<i>Employer's Step-in rights</i>
Z12.1	If the <i>Contractor</i> 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 <i>Service Manager</i> , the <i>Employer</i> , 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 <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> 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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Service Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , 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 mean all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the Adjudicator**

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

Name	Location	Contact details (phone & e mail)
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Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z16 Notification of a compensation event

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

Z17 BBEE and Tax Clearance Certificates

- Z17.1** The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax Clearance Certificate. Failure to 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.

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

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 & C4 Service & Site Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2 The following matters will be 1.
 included in the Risk Register

2.

3.

4.

5.

6.

7.

C1.3 Insurance Schedule

Part 1:

1. Insurance requirements for contracts with a value below R 50 million on the LANDSIDE

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts below R 50 million on the AIRSIDE

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000

Contractors / consultants may re-insure the deductibles

- (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million

- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

Part 2:

ACSA Maintenance Contracts Insurance Clause. Insurance Affected by the Employer.

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

- (a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R **100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.
 - (ii) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
 - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
 - (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.
 - (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
 - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances' nature and an estimate of the loss or damage or liability
 - B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

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

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

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

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

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

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

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."

C2 Pricing Data

C2.1 Pricing Instructions

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

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Service Manager/Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Service Manager/Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums is made or implied by the Employer.

15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. **The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.**

AIRPORTS COMPANY SOUTH AFRICA

ORT INTERNATIONAL AIRPORT

C2.2 Price List (including the Activity Schedule)

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. The Tenderer 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.

Activity Schedule-Part1

Item no.	Activity Description	Frequency	Quantity	Amount (per month)	Total (per year)
1	Insurance (ACSA required for this contract)	Monthly	12		
2	Airport permits and parking fees – <u>provisional sum</u>	Monthly	12		R5,000.00
3	Contract Management (reporting, inventory, etc.)	Monthly	12		
4	Engineer (CP2/3) (2 days /month)	Monthly	12		
5	Site supervisor	Monthly	12		
6	Technician	Monthly	12		
7	Assistant	Monthly	12		
8	Soil resistivity surveys	Annual	1		
9	Stray current surveys	Annual	1		
10	DCVG surveys	Annual	1		
11	ACVG surveys	Annual	1		
12	CIPS surveys	Annual	1		
13	PCM surveys	Annual	1		
	Sub-total A (year 1)				R

Activity Schedule Part2 (Labour rates and Mark-up)

Any work not included under part1 shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Labour

Item	Description	Saturday (R/hour)	Sunday (R/hour)	After hours (R/hour)	Average (R/hour)	Quantity (hours)	Total (R)
1	Engineer					40	
2	Site supervisor					40	
3	Technician					40	
4	Technician Assistant					40	
5	Subtotal B						

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 time shall be calculated for the time spent on site.

Callouts

Description	Qty	Rate	Total/ yr
Engineer (per hour)	01		
Site supervisor	01		
Technician (per hour)	01		
Assistant/semi-skilled labour (per hour)	01		
Labour subtotal B (per year)		R	

Callouts rates must include all required travelling and the first hour on site. Callouts are not chargeable during normal working hours.

Mark-up (third party procured items/services)

Cost	Mark-up
R 0 – R 10 000.99	%
R 10 001.00 – R 50 000.00	%
Over R 50 000.00	%

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

The spare 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.

Spares-Part 3

Description	Quantity	Unit Price (excl. VAT)	Mark up	Total Price (R)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Subtotal C				

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 spend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

First-year maintenance expenditure

Description	Total (excluding VAT)
Activity Schedule-Part1Sub total A	
Labour-Subtotal B	
Spares-Subtotal C	
Subtotal D	R

Expenditure over five years contract including 6% CPI

Description	Total (excluding VAT)
Sub-total D: Year 1	
Year 2 (year 1 plus CPI escalation)	
Year 3 (year 2 plus CPI escalation)	
Year 4 (year 3 plus CPI escalation)	
Year 5 (year 4 plus CPI escalation)	
5-years estimated contract value Sub-total E	R

Contract value will be increased/decreased at contract anniversary according to the current indices (average over 12 months) as stipulated in SA Statistics-Consumer Price Indices-all income group 6% escalation should be used for illustrative purposes. The sub-total E should be transferred to the offer form in section C1.1.

AIRPORTS COMPANY SOUTH AFRICA

OR TAMBO INTERNATIONAL AIRPORT

C3 Service information

DESCRIPTION OF THE WORKS

Employer's objectives

It is ACSA's strategy to provide and maintain a Cathodic Protection System for the safe operation of the steel buried pipe network. To ensure continued effective functioning of the system the complete CP system, TRU's, etc. are monitored on a regular basis. The Contractor will be appointed directly by Airports Company South to maintain the Cathodic protection system located at OR Tambo International Airport.

Overview of the works

The Impressed Current Cathodic Protection (ICCP) systems are used to mitigate corrosion on buried fuel pipelines running from Farm Tank to various aprons at OR Tambo International Airport. The Contractor will be responsible for operating and maintaining the Cathodic Protection Systems and related equipment.

Extent of the works

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

For each piece of equipment, all maintenance work will be carried out to standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable standards, 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, develop and submit comprehensive routine maintenance checklists for each equipment/system.

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

The Contractor shall always comply with the Minimum Staffing Schedule – This may be amended by mutual arrangement between ACSA 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. Should the Contractor not be able to maintain adequate system performance due to constraints caused by the Employer, it shall be timeously reported, in writing, to the Contract Manager.

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 trustworthy of the Airside procedures in the area. The Contractor shall further ensure that any staff member partaking in criminal activities is immediately removed from site and his permit returned 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, guaranteed for a period of 6 months after completion of work.

All preventive maintenance 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 ACSA accordingly. ACSA shall provide an on-site spares room to the contractor free of charge. The Contractor shall keep the spares room in a neat and clean state and an updated spares list will always be available on-site and submitted to the Service Manager at the end of every month. 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 according to procedure.

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 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/Contract Manager, all senior staff members and on-site support staff are always immediately reachable via cell phones.

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 ORT International Airport – in restricted and access-controlled areas. It is crucial for the Contractor to note that ORT International Airport is a National Key Point and governed as such.

PROCUREMENT

Preferential procurement procedures

Requirements

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

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 equipment or spares.

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

Subcontracting

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

MANAGEMENT

Management of the works

Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations, SANS Standards, NACE and all other legislation that might be relevant to this contract and the execution thereof.

All work shall be carried out according with prevailing industry norms and best practice and will always comply with OEM requirements.

Planning and programming

All maintenance work shall be scheduled and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Normal airport operational hours shall be **from 04:00 to 24:00** for every day of the year.

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

During operational hours, down-time of equipment for breakdown/emergency maintenance shall be arranged with the AMC to suit airport operations. Normal airport operational hours may be amended by the Operations Manager from time to time.

The Contractor may not utilise rostered staff for any other work than that as specifically required under this contract. It implies that staff dedicated to this contract will not be utilise for any other contracts or projects the Contractor might have from time to time. The Contractor may, however, approach the Service Manager should an exception be required in this regard and should ACSA benefit from the arrangement.

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

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

Methods and procedures

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

- Assisting with emergency repairs
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors to reduce risk to air-conditioning and ventilations systems installations
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures, operational procedures and air-conditioning and ventilation systems

- Co-operating with ACSA Security relating to security issues
- Investigation of equipment breakdowns, malfunction, and the like, and reporting to Service Manager

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

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality (ISO9001). In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

Environment

Works shall be executed in compliance to the environmental act and standards. 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
- file all disposal certificates

Format of communications

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

Key personnel

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings.

Electronic payments

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

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be 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.

Maintenance Monthly reports

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

- system availability (averaged per week)
- system performance testing
- maintenance work (including % of scheduled maintenance work completed)
- maintenance plan for the next month
- the latest spares inventory
- Asset register up to date including equipment data
- Outstanding maintenance issues
- Other service reports

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.

Permits

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

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

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

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

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

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

Proof of compliance with the law

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor follows a law or regulation.

Insurance provided by the employer

Refer to General Conditions of Contract

Health and safety

Health and safety requirements and procedures

The Service Manager shall be entitled to fine the Contractor an amount of **R3,000.00** for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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

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

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

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

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

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

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

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, harness, etc.). The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.

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

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

No unsafe/dangerous equipment or tools may be brought onto or used on Company premises. The Company reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to the Company and without affecting the terms of the Contract in any way.

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

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

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

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

Cell phones

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

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

Protection of the public

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

Barricades and lighting

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

Annexes

Title	Annex number
Service Level Agreement	Annex A
Preventive maintenance activities	Annex B
Equipment schedule	Annex C
Occupational Health and Safety Agreement	Annex D
Environmental Terms and Conditions	Annex E

ANNEX A: Service Level Agreement

Operational hours

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. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Staffing Schedule

The Contractor must always maintain the following minimum staff available and should price accordingly or according to the resource proposal.

Resource	Quantity	Days	Hours
Engineer	1	2 days/month or when required	08:00 to 16:30
Site supervisor	1	5 days/week (Monday to Friday)	08:00 to 16:30
Technician	1	5 days/week (Monday to Friday)	08:00 to 16:30
Assistant	1	5 days/week (Monday to Friday)	08:00 to 16:30

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 rostering staff.

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 relevant experience in cathodic protection.

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

- ☐ Full Names
- ☐ Proof of qualifications
- ☐ Work experience on maintaining similar equipment system. (indicate company where experience was obtained in chronological order)

Minimum qualifications and experience of staff

Engineer

Qualification

Btech/Beng/BSc in /Chemical/Mechanical/Electrical/Metallurgical or SAQA Equivalence coupled with a CP2/3 cathodic protection certification or ECSA registered (PrTech Eng/PrEng)

Experience

- Must have at least 3 to 5 years of experience in maintenance of cathodic protection systems

Site supervisor

Min SAQA Accredited trade test (Millwright/Electrician) Affiliation with National Association of Corrosion Engineers or Corrosion Institute of Southern Africa and any OHS Training certificate

Experience

- At least 3 years' experience in maintenance of Cathodic protection systems
- At least 2 years supervisory experience

- At least 2 years any OHS Training certificate

Technician

Qualification

Min SAQA Accredited trade test (Millwright/Electrician) Affiliation with National Association of Corrosion Engineers or Corrosion Institute of Southern Africa

Experience

- At least 3 years' experience in maintenance of Cathodic protection systems

Assistant

Qualification

N3/Senior certificate/N4-N6/ or SAQA equivalent

Experience

- At least 1 to 3 years of experience in cathodic protection systems.

Low service damages table

The following service levels are the minimum acceptable service levels for this contract. All amounts stated for damages in this table exclude all applicable taxes.

Item	Service Level Title	Service Level Description	Low service damages
1	Response time	98% of all breakdowns shall be responded to within one (1) hour from the time the call is notified to the Contractor	R 3 000,00
2	Closure duration	95% of all breakdowns will be restored within 4 hours unless agreed prior with the Service Manager	R 3 000,00
3	Monthly Availability	Failure to achieve availability of 99.95% on Cathodic Protection every month will result in damages being claimed. This may be retained from the invoice of the following month	R 3 000,00
4	Safety and Housekeeping	It is expected that Contractors will maintain high standards of safety and housekeeping to safeguard passengers, personnel and facilities. No infringements will be allowed during the period of this contract. Should a safety and housekeeping infringement be committed, damages will be retained from the following month's invoice. Should a specific individual be guilty of all the infringements, ACSA reserves right to instruct the Contractor to remove the individual from site.	R 3 000,00
5	Personnel	The Contractor is to maintain the correct quantity and quality (measured by experience and qualifications) of personnel in accordance with the staffing schedule	R 3,000.00

6	Preventative Maintenance	The contractor is to perform 100% of all required preventative maintenance checks and tasks, all required readings and reporting and at the intervals required by the Service Information or as per OEM requirements or as per best practice (as identified in any applicable standard and/or regulation), whichever is most stringent per month	R 3,000.00
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Response Time

Response time shall be measured as the time taken from reporting the call, to the technician arriving at the relevant piece of equipment. Where a response time could not be achieved as a result of a physical impracticality (such as airport security arrangements, communication system weaknesses, abnormal road traffic etc.) this event will not be considered in calculating the contractor's performance and penalty will not apply.

Closure Duration

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

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.

Defect Free Period

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. Any corrective work resulting directly from defect workmanship will be the responsibility of the contractor. Where the contractor fails to correct the defect within 48 hours, ACSA reserves the right to use an alternative contractor, the cost of which will be withheld from outstanding invoice amounts.

Corrective or breakdown Maintenance:

The defect free period will be no less than 90 days

Preventive maintenance: The defect free period will be no less than the interval between preventive maintenance. This implies that the repair of any failure as detailed will be for the contractors own account should the failure having occurred as a direct result of the contractor's deficiency.

Project maintenance: The defect free period will be no less than 6 months

Notification of Damages

The employer's representative will notify the contractor in writing of any damages and any claims directed at ACSA as a result of a non-compliance with any service level stated in the Service Level Table, and this will be for the account of the Contractor.

Parties agree that damages will not be the only and final remedy for poor/non-performance. Should an event occur for which damages is described; ACSA shall not be limited to claim the amount stated as the damages. Under no circumstances will damages (even if claimed by ACSA) limit ACSA's, or any other party's, legal position to claim for damages against the contractor as described elsewhere in the contract.

ACSA must notify the contractor in writing of its intention to claim damages within 60 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim the 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 damages for similar future events.

Maintenance record sheets

When maintenance is performed record sheets must be completed and signed off by the Technician.

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

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

The contractor shall further provide copies of these record sheets to ACSA contract manager by the 10th day of every month. **No payment will be made if record sheets are not handed in.**

Annex B: Maintenance activities

The Cathodic protection systems require periodic maintenance and testing to ensure that they are functioning properly. Some checks require only visual observations. Others are more involved. For detailed information about cathodic protection operation and maintenance, see the NACE International SP0169 standard (*Control of External Corrosion on Underground or Submerged Metallic Piping Systems*).

All Preventive Maintenance shall be scheduled, at least, to the following requirements:

Safety

For safety of personnel, make sure the cabinet of the rectifier is grounded.
Padlock rectifiers and junction boxes prevent unauthorized tampering.

The following scope of works shall apply to the **Underground/buried fuel pipeline system**

Two-weekly Measurements

1. Measure Transformer Rectifier Unit (TRU)-output current
2. Measure TRU output voltage
3. Measure TRU output DC hours
4. TRU-measure and report TRU output drain potential
5. Fuel Depot: Investigate the performance and condition of the insulating flanges (IF) located at the Fuel Consortium. This will ensure that the protective current is only being distributed to the required sections of the pipeline i.e. not to the pump station and thus preventing the Anode Ground bed from being consumed prematurely.

Monthly checks

1. Verify that the rectifier is energized, and no unauthorized adjustments have been made.
2. Verify that the rectifier tap settings are in the positions recorded on the last inspection sheet.
3. Verify that there is DC voltage and current output.
4. Look for scorch marks and indications of excess heat.
5. Look for damage to test points and/or junction boxes. Open them to verify that connections are intact.

6. Clean out any debris found in rectifier cabinets, test points, junction boxes, and bond boxes

7. Stack temperature.

After turning the unit off, immediately feel the rectifier stacks to determine if they are operating properly. Operating stacks should be warm.

8. Contact temperatures.

After the unit is turned off, feel the electrical connections for warm or hot joints which are an indication of high contact resistance.

9. Filter inspection.

Some rectifiers include DC filters to smooth out the rectified current. These filters generally include a choke and two capacitors. Visually inspect these items and then check for overheating. The capacitors are likely to be fused, and the fuses should be checked.

10. Arc paths.

Look over the components for burn marks or arc paths caused by an electric arc jumping from one conductor to another. These arcs may be caused by lightning surges, water entering the unit, or insulation breakdown from age or physical damage.

11. Cleanliness of stacks.

Accumulations which interfere with the stacks, or with the passage of air through the screens, should be removed. If it is necessary to clean the stacks, use a soft brush or cloth. Be extremely careful not to scratch or bend the rectifier stack plates.

.12. Automatic control circuits.

The control unit should be inspected for obvious problems, such as blown fuses, or overheating of components.

13. Fuel Hydrant bellows visual corrosion inspection and survey as per OEM

14. Fuel Hydrant bellows low points sampling as per the OEM.

Monthly Measurements

Potential

1. At each Test Point, take electrochemical potential readings of the protected pipelines. Record the sign, the numerical value of the potential, and the type of reference electrode used.

2. Measure the Voltage gradient at the Test Point to determine the IR error associated with the pipe to soil potential measurement and evaluate spot potentials

3. Next to Alpha Taxi Way-Measure the Anode Ground Bed resistance. This aspect of the maintenance would necessitate measuring resistance to remote earth of the anode ground bed, the anode to cathode resistance and the total circuit resistance. The results obtained will assist in determining the condition and approximate consumption rate of the anode ground beds.

4. Next to Bravo Taxi Way-Measure the Anode Ground Bed resistance. This aspect of the maintenance would necessitate measuring resistance to remote earth of the anode ground bed, the anode to cathode resistance and the total circuit resistance. The results obtained will assist in determining the condition and approximate consumption rate of the anode ground beds.

Measure Anode Current

These readings are taken with current flowing by measuring the voltage across the anode shunt resistor connection tabs and employing Ohm's Law to calculate the current.

3-Monthly Inspections

1. Field - Pipe potential and voltage gradients would be conducted at all locations in order to evaluate the true level of protection over a 24-hour period

2. Field – Monitor the deleterious level of DC traction stray current influence.

Annual Inspections

1. Transformer Rectifier Unit (TRU)- Calibrate all TRU meters and Reference Electrode Station (RES)
2. Complete an audit of the entire CP system including:

- a. Soil resistivity survey

Soil electrical resistivity indicates the relative capability of the soil to conduct electrical current and it is a main indicator in determining corrosiveness of the soil.

- b. Stray current interference survey

Determine the presence of Cathodic protection stray current which may cause corrosion on foreign structures.

- c. Direct Current Voltage Gradient (DCVG) survey for locating coating defects.

From the impressed current cathodic protection system DC current flows into the coating defects causing a drop of voltage in the soil. The location of the coating defect can be determined.

- d. Alternative Current Voltage Gradient (ACVG) survey

- e. Close Interval Potential Survey (CIPS) survey

The efficiency of the cathodic protection of pipelines is conventionally determined by the potential readings obtained from the designated Test Posts. The Test Post data does not provide any information on the pipe to soil potentials at a distance from the Test Post. During the CIPS measurement the pipe to soil potentials are measured and recorder in every 1-2 m whilst walking along the pipeline route on the top of the soil. From a generated diagram the efficiency of the cathodic protection will be determined along the whole length of the pipeline.

- f. Pipeline Current Mapper (PCM) survey

Perform a PCM to qualitatively rank coating quality and highlight pipeline locations with the most significant coating holidays (defects).

- g. Fuel Hydrant Bellows NDT (Non-Destructive Test) Testing as per the OEM

- h. Removal of Bellows for comprehensive inspection as per the OEM

Other inspections

The following inspections will be conducted when needed and on request by the service manager.

1. Internal camera inspection-first pass/general (lump sum per km including plant, equipment, labour, materials, including access provision, reinstate and report): 100m per annum
2. Internal pipe cleaning or pigging with high density soft foam pigs (lump sum per day including plan, equipment, labour, materials and report-minimum 8 runs/day)
3. NDT inspections (UT and GUL)

Troubleshooting

If inspection reveals that a unit has failed (or is near failure) the troubleshooting procedure should be followed to locate faulty components and restore the rectifier unit to operation.

Before troubleshooting a unit, study the circuit diagram furnished with the manufacturer's instructions that are mounted in the rectifier cabinet. If no circuit diagram is available, it is usually worthwhile to trace out the circuit and develop a diagram. A copy of the circuit diagram should be filed with other record drawings.

Reporting

All areas-a comprehensive TRU status report shall be included containing all the site data, as well as monthly level of protection conferred to the pipeline.

Prepared data sheets indicating the date, the station at which each reading is taken, the tester and other relevant information.

Detailed inspections and testing must be performed by qualified personnel, and the records should be reviewed by a qualified corrosion professional. Maintain inspection records along with recommendations and actions taken.

The following scope of works shall apply to the **Fuel depot storage tanks**.

Two-weekly Measurements

1. Measure Transformer Rectifier Unit (TRU)-output current
2. Measure TRU output voltage
3. Measure TRU output DC hours
4. TRU-measure and report TRU output drain potential
5. Investigate the performance and condition of the insulating flanges (IF) located at the Fuel Consortium. This will ensure that the protective current is only being distributed to the required sections of the pipeline i.e. not to the pump station and thus preventing the Anode Ground bed from being consumed prematurely.

Monthly checks

1. Verify that the rectifier is energized, and no unauthorized adjustments have been made.
2. Verify that the rectifier tap settings are in the positions recorded on the last inspection sheet.
3. Verify that there is DC voltage and current output.
4. Look for scorch marks and indications of excess heat.
5. Look for damage to test points and/or junction boxes. Open them to verify that connections are intact.
6. Clean out any debris found in rectifier cabinets, test points, junction boxes, and bond boxes
7. Stack temperature.
After turning the unit off, immediately feel the rectifier stacks to determine if they are operating properly. Operating stacks should be warm.
8. Contact temperatures.
After the unit is turned off, feel the electrical connections for warm or hot joints which are an indication of high contact resistance.
9. Filter inspection.
Some rectifiers include DC filters to smooth out the rectified current. These filters generally include a choke and two capacitors. Visually inspect these items and then check for overheating. The capacitors are likely to be fused, and the fuses should be checked.
10. Arc paths.
Look over the components for burn marks or arc paths caused by an electric arc jumping from one conductor to another. These arcs may be caused by lightning surges, water entering the unit, or insulation breakdown from age or physical damage.
11. Cleanliness of stacks.
Accumulations which interfere with the stacks, or with the passage of air through the screens, should be removed. If it is necessary to clean the stacks, use a soft brush or cloth. Be extremely careful not to scratch or bend the rectifier stack plates.
12. Automatic control circuits.
The control unit should be inspected for obvious problems, such as blown fuses, or overheating of components.

Monthly Measurements

Potential

1. At each Test Point, take electrochemical potential readings of the protected pipelines. Record the sign, the numerical value of the potential, and the type of reference electrode used.
2. Measure the Voltage gradient at the Test Point to determine the IR error associated with the pipe to soil potential measurement and evaluate spot potentials

Measure Anode Current

These readings are taken with current flowing by measuring the voltage across the anode shunt resistor connection tabs and employing Ohm's Law to calculate the current.

3-Monthly Inspections

1. Field - Pipe potential and voltage gradients would be conducted at all locations in order to evaluate the true level of protection over a 24-hour period
2. Field – Monitor the deleterious level of DC traction stray current influence.

Annual Inspections

1. Transformer Rectifier Unit (TRU) - Calibrate all TRU meters and Reference Electrode Station (RES)
2. Complete an audit of the entire CP system including:
3. Stray current interference survey - Determine the presence of Cathodic protection stray current which may cause corrosion on foreign structures.

Other inspections

The following inspections will be conducted when needed and on request by the service manager.

1. Internal camera inspection-first pass/general (lump sum per km including plant, equipment, labour, materials, including access provision, reinstate and report): 100m per annum
2. NDT inspections (UT and GUL)

Troubleshooting

If inspection reveals that a unit has failed (or is near failure) the troubleshooting procedure should be followed to locate faulty components and restore the rectifier unit to operation.

Before troubleshooting a unit, study the circuit diagram furnished with the manufacturer's instructions that are mounted in the rectifier cabinet. If no circuit diagram is available, it is usually worthwhile to trace out the circuit and develop a diagram. A copy of the circuit diagram should be filed with other record drawings.

Reporting

All areas-a comprehensive TRU status report shall be included containing all the site data, as well as monthly level of protection conferred to the tanks.

Prepared data sheets indicating the date, the station at which each reading is taken, the tester and other relevant information.

Detailed inspections and testing must be performed by qualified personnel, and the records should be reviewed by a qualified corrosion professional. Maintain inspection records along with recommendations and actions taken.

ANNEX C: Schedule of Equipment

Table 1: Summary of the Cathodic Protection System Assets on the Fuel Hydrant Pipeline at OR Tambo International Airport - Test Point List

No.	OLD ID 2008/2009	NEW ID JAN 2010	Proposed ID	TYPE	GPS Co-Ordinate		Location on Airside	Description	Additional CP Listing
					Latitude	Longitude			
1A	IF at Tank Farm	IF at Tank Farm	CP01A	IF	-26.150343	28.22585185	Tank Farm	IF Kit	-
1B	IF at Tank Farm	IF at Tank Farm	CP01B	IF	-26.150343	28.22585185	Tank Farm	IF Kit	-
2	Bunker TP at Tank Farm	Bunker TP at Tank Farm	CP02	MONITORING	-26.150262	28.22603192	Service Road	Cross bond/Potential Monitoring Test Post	-
3	Bunker TP next to service road	Bunker TP next to service road	CP03	MONITORING	-26.143897	28.23095953	Service Road	Cross bond/Potential Monitoring Test Post	-
4	Bunker TP next to Taxi Runway	Bunker TP near taxi-runway	CP04	MONITORING	-26.139427	28.23359916	Service Road	Potential Monitoring	-
5	TP near Charlie	TP near Charlie	CP05	MONITORING	-26.141106	28.23182744	Service Road	Free standing / Potential Monitoring	-
6	VCA	VCM3	CP06	MONITORING	-26.138831	28.23256013	Charlie Apron	Valve Chamber	Bond, PRE, Card, RE
8	VCC5	VCC5	CP08	MONITORING	-26.13801	28.22948545	Charlie Apron	Valve Chamber	Bond, PRE, Card, RE
13	VCC	VCA5	CP13	MONITORING	-26.137013	28.23212916	Alpha Apron	Valve Chamber	Bond
17	VCA3-1	VCA2	CP17	MONITORING	-26.130392	28.23328768	Charlie Apron	Valve Chamber	Bond, PRE, Card, RE
18	VP1 VCG	VCM2 / VCM1	CP18	MONITORING	-26.137023	28.23412181	Bravo Apron	Valve Chamber	Bond
20	VCB2	VCB1	CP20	MONITORING	-26.1328	28.23479219	Bravo Apron	Valve Chamber	Bond
21	VCB3	VCB0	CP21	NEGATIVE DRAIN	-26.130818	28.23502668	Bravo Apron	Valve Chamber	Bond, PRE, Card, RE
22	CP system	TRU	CP22	MONITORING	-26.133034	28.23591964	Bravo Apron	ICCP - Permanent TRU	BRAVO TRU
23	CP system	GB	CP23	GROUND BED	-26.131962	28.23637689	Bravo Apron	Deep Well Groundbed	BRAVO GB
24	VC1	VCA1	CP24	MONITORING	-26.130268	28.23507595	Alpha Apron	Valve Chamber	Bond, PRE, Card, RE
25	VCD	VCE1	CP25	MONITORING	-26.128772	28.23272225	Echo Apron	Monitoring	Bond, PRE, Card, RE
26	VC3	VCE2	CP26	MONITORING	-26.129024	28.23439982	Echo Apron	Valve Chamber	Bond, PRE, Card, RE
27	VC2	VCE3	CP27	MONITORING	-26.12921	28.23616499	Echo Apron	Valve Chamber	Bond, PRE, Card, RE
28	VC4	VCF1	CP28	MONITORING	-26.127291	28.23600256	FOX TROT	Valve Chamber	Bond, PRE, Card, RE
29	VC7	VCF2	CP29	MONITORING	-26.127548	28.23346166	FOX TROT	Valve Chamber	Bond, PRE, Card, RE
31	VCD1	VCD1	CP31	MONITORING	-26.114643	28.24043474	Delta Apron	Valve Chamber	Bond, PRE, Card, RE
32	VCD2	VCD2	CP32	MONITORING	-26.116226	28.23991077	Delta Apron	Valve Chamber	Bond, PRE, Card, RE
33	VCD3	VCD3	CP33	MONITORING	-26.11822	28.23926492	Delta Apron	Valve Chamber	Bond, PRE, Card, RE
35	VCD4	VCD5	CP35	MONITORING	-26.12007	28.23871766	Delta Apron	Valve Chamber	Bond, PRE, Card, RE
36	VCE1	VCD6	CP36	MONITORING	-26.121476	28.23828344	Delta Apron	Valve Chamber	Bond, PRE, Card, RE
37	VCE2	VCD7	CP37	MONITORING	-26.124553	28.23734399	Delta Apron	Valve Chamber	Bond, PRE, Card, RE
38	VC8	VCD8	CP38	MONITORING	-26.124565	28.23728354	Echo Apron	Valve Chamber	Bond, PRE, Card, RE
39	VCE	VCD9	CP39	MONITORING	-26.124556	28.23734483	Delta Apron	Valve Chamber	Bond, PRE, Card, RE
40	VCE TEST POST	VCE TEST POST	CP40	MONITORING	-26.124556	28.23734483	Echo Apron	Free standing / Potential Monitoring	Test post
41	VCE3	VCD10	CP41	MONITORING	-26.126454	28.23677258	Delta Apron	Valve Chamber	Bond, PRE, Card, RE
42	VC5	VCD11	CP42	MONITORING	-26.126448	28.23666717	Echo Apron	Valve Chamber	Bond, PRE, Card, RE
43	(TRU)	(TRU)	CP43	MONITORING	-26.112789	28.24171876	Golf Apron	ICCP system TRU 50A/75V	TRU
44	& PRE	& PRE	CP44	NEGATIVE DRAIN	-26.113621	28.24171876	Golf Apron	Negative pipe connection	Negative Drain
45	Groundbed well #3	Groundbed well #3	CP45	GROUND BED	-26.114183	28.24171876	Golf Apron	Deep Well Groundbed	Groundbed
46	Groundbed well #2	Groundbed well #2	CP46	GROUND BED	-26.114014	28.24171876	Golf Apron	Deep Well Groundbed	Groundbed
47	Groundbed well #1	Groundbed well #1	CP47	GROUND BED	-26.113839	28.24171876	Golf Apron	Deep Well Groundbed	Groundbed
48	Test Post	Test Post	CP48	MONITORING			Golf Apron	Free standing / Potential Monitoring	Test Post

OR TAMBO FUELLING TANK FARM CP ASSETS - 28 MARCH 2025								
No,	OLD ID	New ID	Proposed ID	TYPE	GPS POINTS		LOCATION	DESCRIPTION
					LATITUDE / LONGITUDE			
1	TF1 TRU1	TF1 TRU1	CP49	TRU System			Tank farm1	ICCP system
2	GB01	GB01	CP50	Horizontal			Tank farm1	Old Groundbed
3	TANK1	TK1	TK01	Storage tank			Tank farm1	No Test post
4	TANK2	TK2	TK02	Storage tank			Tank farm1	No Test post
5	TANK3	TK3	TK03	Storage tank			Tank farm1	No Test post
6	TANK4	TK4	TK04	Storage tank			Tank farm1	No Test post
7	TANK5	TK5	TK05	Storage tank			Tank farm1	No Test post
8	TANK6	TK6	TK06	Storage tank			Tank farm1	No Test post
9	TANK7	TK7	TK07	Storage tank			Tank farm1	No Test post
10	TANK8	TK8	TK08	Storage tank			Tank farm2	No CP system
11	TANK9	TK9	TK09	Storage tank			Tank farm2	No CP system
12	TANK10	TK10	TK10	Storage tank			Tank farm2	No CP system
13	TANK11	TK11	TK11	Storage tank			Tank farm2	No CP system
14	TANK12	TK12	CP51	Storage tank			Tank farm 3	Test post with PRE
15	TANK12	TK12	CP52	Test post			Tank farm 3	Test post with PRE
16	TANK12	TK12	CP53	Test post			Tank farm 3	Test post with PRE
17	TANK12	TK12	CP54	Test post			Tank farm 3	Test post with PRE
18	TANK13	TK13	CP55	Test post			Tank farm 3	Test post with PRE
19	TANK13	TK13	CP56	Test post			Tank farm 3	Test post with PRE
20	TANK13	TK13	CP57	Test post			Tank farm 3	Test post with PRE

21	TANK13	TK13	CP58	Test post			Tank farm 3	Test post with PRE
22	TANK12 GB	TK12 GB	CP59	Groundbed			Tank farm 3	Test post with PRE
23	TANK13 GB	TK13 GB	CP60	Groundbed			Tank farm 3	Test post with PRE
24	TANK TRU	TANK TRU	CP61	TRU System				ICCP system
25	TANK TRU	TANK TRU	CP62	TRU System				ICCP system
26	RS IF KIT	RS IF KIT	CP63	IF kit - 8 Inch			Tank farm 1	IF kit
27	TRANSNET LINE	TRANSNET	CP64	IF kit - Manifold			Tank farm 3	IF kit
28	Sasol Line	Sasol line	CP65	IF kit			Tank farm 1	IF kit
29	SA TP1	Sacrificial anode	CP66	SA TP1			Tank farm 2	Test post with PRE
30	SA TP2	Sacrificial anode	CP67	SA TP2			Tank farm 2	Test post with PRE

ANNEX D:

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)

OBJECTIVES

To assist Airports Company South Africa SOC Limited (ACSA) to comply with the requirements of:

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED
Physical Address: O. R. Tambo International Airport International Terminal Building ACSA North Wing Offices

**4th Floor
Kempton Park
1627**

Hereinafter referred to as “Client”

Name of organisation:

Physical Address

Hereinafter referred to as “the Mandatory/ Principal Contractor”

MANDATORY’S MAIN SCOPE OF WORK

To be completed by Contractor

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilize the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation as per the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the

principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.

2. The 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.
 - Public Liability Insurance Cover as required by the Subcontract Agreement.
 - Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

FURTHER UNDERTAKING

1. Only a duly authorised representative appointed in terms of Section 16.2 of the OHS Act is eligible to sign this agreement on behalf of the Mandatary. The signing power of this representative must be designated in writing by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

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

I, _____ (Name and Surname), a duly authorised 16.2

Appointee acting for and on behalf of _____ (Company Name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

NAME

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

NAME

ANNEX E:

Environmental Terms and Conditions
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 ACSA. ACSA shall audit contractor activities, products and services on an ad hoc basis to ensure compliance to these environmental conditions. Any pollution clean-up costs shall be borne by the contractor.

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<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 ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<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 minimise noise generated on site as a result of work operations. • The Contractor shall comply with the applicable regulations with regard to 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 at all times 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 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<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 ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Low service damages

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

The Contractor is also advised that the imposition of low service damages does not replace any legal proceedings, the Council, authorities, land owners 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 to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

I, _____ (name & surname) of _____

_____ (company) agree to the above conditions and acknowledge ACSA's right to impose 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: **O. R. Tambo International Airport.**

AIRPORTS COMPANY SOUTH AFRICA

ORT INTERNATIONAL AIRPORT

C4 Site Information

The layouts providing the fuel piping and location of various components protected by the ICCP system are provided on the next page.

System Description

The CP system consists of two permanent Impressive Cathodic Protection systems: Bravo CP system which consists of a Transformer Rectifier Unit (TRU) connected to a semi-deep grounded system with the negative drain at VCB0.

This CP system protects the southern sector of the buried jet fuel pipeline network, along aprons Alpha, Charlie, Bravo and two feeder pipelines 18" and 20".

The Bravo CP system is made up of six deep-hole ground beds, which are linked to a positive junction box for the ease of isolating for each ground bed during inspections and circuit resistance measurements.

Golf CP system which consists of one three phase Transformer Rectifier Unit connected to a to three deep-well-grounded system and is situated along the Golf Apron opposite pit valves GHPV2 and GHPV3, with the negative drain near the service road.

This CP system protects the northern sector of the buried jet fuel pipeline network, along Delta, Echo, Foxtrot, and Golf aprons.

The total length of the protected pipeline is 11, 299 m including feeders.

Technical Specifications (TRU at Golf Apron):

Mains Supply: 380V AC 3□□50Hz @ 16A max.

DC Output: Tapped 25/50/75V DC max @ 50A max.

Reference: Cu/CuSO₄, Ag/AgCl, Zn/ZnCl or Zinc reference electrodes.

Control: Microprocessor Automatic Control of AC power switching.

Layout

The layouts providing the fuel piping and location of various components protected by the ICCP system are provided on the next page.

