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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT PLANT

TITLE OF PROJECT: OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT PLANT

NEC 3: TERM SERVICE CONTRACT (TSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at King Shaka International Airport

(Registration Number : 1993/004149/30)

and :

(Registration Number :)

for **OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT
PLANT AT KSIA**

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



C1.1 Forms of Offer and Acceptance

Offer

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

OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT PLANT

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 F]. In the event of any conflict between the amount above and the Pricing Data [Subtotal F], the former shall prevail.)

for the Contractor

Signature Date

Name Capacity

(Name and address of organisation)

Name and signature of witness signature



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Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data and Price List
- Part C3: Service information.
- Part C4: Site information
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 Contractor 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 Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

for the Employer

Signature Date

Name Capacity

**Airports Company South Africa,
MSO Building
King Shaka International Airport
La Mercy
4407**

Name of witness signature



Schedule of Deviations

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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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 Bidder and the employer during this process of offer and acceptance.

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



C1.2 Contract Data

Precedence in interpretation of the contract:

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

- Firstly, the Service information (C3) and Annexes thereto shall prevail;
- Secondly the Contract Data (C1.2) and Conditions of Contract;
- Thirdly the General Conditions of Contract;
- Fourthly the Pricing data;
- Lastly any schedules, drawings and other documents included with this agreement.

General Conditions of Contract

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

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

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



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

Clause	Statement	Data
1	General	
<p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option:</p> <p>dispute resolution Option:</p> <p>and secondary Options:</p>		
		A: Priced contract with price list
		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)
		X19: Task Order
		Z: Additional conditions of contract
of the NEC3 Term Service Contract (April 2013)		
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited (ACSA), Registration No 1993/004149/30, VAT no 4930138393, a juristic person incorporated in terms of the company laws of the Republic of South Africa
	Address	King Shaka International Airport King Shaka Drive La Mercy 4407
	Tel No.	032 436 6000
10.1	The <i>Service Manager</i> is:	
	Address	
	Tel No.	
11.2(2)	The <i>Affected Property</i> is	King Shaka International Airport
11.2(13)	The <i>service</i> is	Operation and Maintenance of Wastewater Treatment Plant, as more fully set out in section C3 <i>Service Information</i>.



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11.2(14)	The following matters will be included in the Risk Register	<p>1Risk of financial loss and/or injury of 3rd parties due to the proximity of the service (or of persons providing the service) to all airport users</p> <p>2Risk of injury to contract personnel and all airport users due to lifting/moving of heavy objects</p> <p>3Work in confined spaces</p> <p>4Work with flammable and toxic gases</p> <p>5 Refer to Annexure E for more risks</p>
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11.2(15)	The <i>Service Information</i> is in	Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	3 working days
16.1	<i>Early Warning</i>	<p>The Contractor and the Service Manager give an early warning by notifying the other as soon as either becomes aware of any matter which could</p> <ul style="list-style-type: none"> • Increase the total of the Prices • Interfere with the timing of the service or • Impair the effectiveness of the service
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	2 weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is	2024.03.01
30.2	The <i>Service Period</i> is	Six (6) Months or when the amount in the Form of Offer has been expended, whichever occurs first
30.3	The <i>end date</i> is	2024.08.31



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	between the 1st and 15th 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	<p>(i) 0.00 percent above the publicly quoted prime rate of interest charged by Nedbank Bank for amounts due in Rands and</p> <p>(ii) the LIBOR rate applicable at the time for amounts due in other currencies</p>
6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	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 services, 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 services, 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 C1.5 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 C1.5 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 C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	Refer to section C1.5 Insurance Schedule
83.1	The <i>Employer</i> provides these additional insurances	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	Refer to section C1.5 Insurance Schedule
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)

9 Termination

Should there be operational and/or infrastructural changes, or should the plant be taken over by the local Municipality; the contract will be revised or terminated.

10 Data for main Option clause

A Priced contract with price list

20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
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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
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Name	Location	Contact details (phone & e mail)
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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 emeeka@gosiame.co.za

W1.2(3) The *Adjudicator nominating body* is: the Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering and the Institution of Civil Engineers (London) (see www.ice-sa.org.za) or its successor body

W1.4(2) The *tribunal* is: arbitration

W1.4(5) The *arbitration procedure* is the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body

The place where arbitration is to be held is Johannesburg, South Africa

The person or organization who will choose an arbitrator the Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body

12 Data for secondary Option

X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <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	As per the Service Information (C3) – Annexure A
X17.1	The <i>service level table</i> is in	The Service Information
X18	Limitation of liability	



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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> liability for Defects due to his design of an item of Equipment is limited to	The total of the Prices
X18.4	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 the excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for:</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; infringement of an intellectual property right
X18.5	The <i>end of liability date</i> is	52 weeks after the end of the service period.
X19 Task Order		
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	5 days of receiving the Task Order



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

Amendments to the Core Clauses

Z1 Interpretation of the law

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

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

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

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

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

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

Z4. Termination

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

Z4.2 **The Employer may terminate the contract should there be operational and/or infrastructural changes which may include but not limited to decommissioning of plant, OR should the plant and/or services be taken over by the local Municipality; the contract will be terminated.**

Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:

Z5.1 If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

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

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

Z6.



Payment: Add the following at the end of core clause 51:

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

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

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

Amendment to the Secondary Option Clauses

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

Z7.1 A change in law is defined as:

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

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

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

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

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

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

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

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

Additional Z Clauses

Z10. Cession, delegation and assignment



- Z10.1.** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or final) of the *Contractor*.
- Z10.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.
- Z11.** **Joint and several liability**
- Z11.1.** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of this Contract.
- Z11.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.
- Z11.3.** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
- Z12.** **Ethics**
- Z12.1.** The *Contractor* undertakes:
- Z12.1.1.** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z12.1.2.** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z12.2.** The *Contractor*'s breach of this clause constitutes grounds for terminating the *Contractor*'s obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z12.3.** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuities, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2, the amount due on termination is A1.
- Z13.** **Confidentiality**
- Z13.1.** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager*, whose consent shall not be unreasonably withheld.
- Z13.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z13.3.** This undertaking shall not apply to –
 - Z13.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
 - Z13.3.2.** information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect



such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;

- Z13.3.3.** information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z13.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.
- Z13.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z14. Employer's Step-in rights

- Z14.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within 4 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.
- Z14.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z15. Liens and Encumbrances

- Z15.1.** The *Contractor* keeps the Equipment used to provide the *service* free of all liens and other encumbrances at all times. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and ensures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time

Z16. Intellectual Property

- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the *service* and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing, operating and maintaining the *service* or the *Affected Property*.



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Z15.4 The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.

Z15.5 The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:

Z15.5.1 the *Contractor's* service;

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

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

Z15.6 The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

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

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

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

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

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

Z17 **Day:**

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

Z18 **Safety**

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

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

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

Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager*



and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.

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



AIRPORTS COMPANY SOUTH AFRICA

C1.2 b - DATA PROVIDED BY THE CONTRACTOR



Experience

3 TECHNICAL ASSISTANT

Name:

Qualifications relevant to this contract

Experience

4 PROCESS CONTROLLER

Name:

Qualifications relevant to this contract

Experience

5 ASSISTANT PROCESS CONTROLLER

Name:

Qualifications relevant to this contract

Experience



Name: _____

Qualifications relevant to this contract _____

Experience _____

11.2 The following matters will be included in the Risk Register

1. Falling into the sequence batch reactor
2. Diagnosis with Hepatitis B
3. Chemical Contact
4. Environmental Spillage
5. Waste Spillage
6. Unavailability of Spares
7. Insufficient human resource skill
8. ROD-Failure to meet Limit Values



C1.3 Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization:

**AIRPORTS COMPANY SOUTH AFRICA
King Shaka INTERNATIONAL AIRPORT**

Physical Address:

Hereinafter referred to as "Client"

Name of organisation:

Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"



MANDATORY'S MAIN SCOPE OF WORK

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

1. The Mandatary warrants that all their employees and/or their contractor's employees if any are Occupational Health and Safety Agreement

C1.3 page 2



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

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her Occupational Health and Safety Agreement



employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No use shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duly completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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



ACCEPTANCE BY MANDATORY

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

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

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE



C1.4 Forms of Securities

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



C1.5 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:
 - If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
 - If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

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.
 - (i) 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.
- (v) 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.
- (vi) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.
Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.
- (vii) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.
In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

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

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
 - i. The insurances to be provided by the Contractor and his Sub-Contractors shall:



- (A) be affected with Insurers and on terms approved by the Employer.
- (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
- (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

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

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

Sub-Contractors

The Contractor shall:

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

C2.1 Pricing assumptions: Option A

The *conditions of contract*

How work is priced and assessed for payment

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

Identified and defined terms	11.1	
	11.2	(12) The Price List is the <i>price list</i> unless later changed in accordance with this contract.
		(17) The Price for Services Provided to Date is the total of the Price for each lump sum item in the Price List which the <i>Contractor</i> has completed and where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.
		(19) The Prices are the amounts stated in the Price column of the Price List. Where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

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

Function of the Price List

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

Link to the *Contractor's* plan

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

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

Preparing the *price list*

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

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

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

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

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

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

Format of the *price list*

(From page 76 of the TSC3 Guidance Notes)

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

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

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

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



C2.2 Price List

PRICING DATA

PRICE SCHEDULE 1: LABOUR COST

(NB: Price to be inclusive of labour, tools, consumables, PPEs, administrative cost, travelling and onsite vehicle.)

PRICE SCHEDULE 1					
No.	Description	Rate per Hour	Quantity	Monthly Cost	Total for Six Months
1	Site Manager	R	160	R	R
2	Process Controller (Scalable to number of days worked)	R	496	R	R
3	Assistant Process Controller (Scalable to number of days worked)	R	496	R	R
4	Millwright	R	160	R	R
5	Technical Assistant	R	160	R	R
			TOTAL	R	R

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

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



AIRPORTS COMPANY SOUTH AFRICA

PRICE SCHEDULE 2: MONITORING, SAMPLING, ANALYSIS & REPORTING

COMPLIANCE SAMPLING

Sampling to be done by a SANAS accredited laboratory.

Price To include all Sampling consumables, transportation of samples, analysis and report.

PRICE SCHEDULE 3a)						
Item no	Treatment Stage	Sampling Point	Price per Sampling Point (A)	Frequency per month (B)	Total Monthly C =(A x B)	Total for Six Months D = (C x 6)
1	Preliminary	Raw	R	4		
2	Secondary	Filter Feed/TET Feed	R	4		
3	Tertiary	Final Discharge	R	4		
4	Receiving	Upstream	R	4		
5	Environment	Downstream	R	4		
TOTAL						R

PRICE SCHEDULE 3 - PROVISIONAL COST

PRICE SCHEDULE 3		Total for Contract Period
Number	Item	Total for Contract Period
1	Airport personnel access permits, vehicle airside access permits and induction	10 000.00
2	Medicals	6 000.00
3	Office Rental	R36 000
4	Safety File	5 000.00
5	Additional Sampling and Analysis	10 000.00
6	Chemicals	400 000.00
TOTAL		R467 000



Provisional amounts: When claiming for provisional amounts, the Contractor should provide all third-party documents e.g. quotations, invoices, delivery notes etc. to support claims. All provisional amounts shall be on preapproval basis.

PRICE SCHEDULE 4: PROVISION FOR THIRD PARTY PROCURED ITEMS/SERVICES INCLUDING MARK UP

Value of Item or Services	Mark-up (A)	Estimated Spares (B)	TOTAL/Contract Duration (C) = B + (Ax B)
R0 - R2,000	%	R20 000.00	R
R2,001 – R5,000	%	R30 000.00	R
R5,001 – R10,000	%	R100 000.00	R
R10,001 – R20,000	%	R150 000.00	R
TOTAL			R

PRICING SCHEDULE 5: AD-HOC RATES (Not to be Included in the Pricing Summary)

No.	Description	After Hours Rates Including Saturdays	Sundays and Public Holidays
1	Site Manager	R	R
2	Process Controller	R	R
3	Assistant Process Controller	R	R
4	Millwright	R	R



PRICE SCHEDULE 6 : SUMMARY PRICING SCHEDULE

Price Schedule	Description	Total for Six Months
1	Labour Cost	R
2	Compliance Testing	R
3	Provisional Cost	R
4	Provision for Third Party Procured Items/Services Including Mark Up	R
TOTAL		R

It must be noted that this amount is for illustrative purposes only and that the Employer will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity/Pricing Schedule as provided above.



C3 Service Information

The scope of work covers the Operation and Maintenance of Wastewater Treatment Plant King Shaka International Airport.

All works to be carried out according to necessary legislation, South African National Standards (SANS), ACSA rules etc governing the site and this works.

Times :

Airport Operating Hours: 04:30 – 22:30

Refer SLA for Working Hours for this contract

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation / Wording	Meaning / Interpretation
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
WWTP	Wastewater Treatment Plant
OEM	Original Equipment Manufacturer
PLC	Programmable Logic Controller
SCADA	Supervisory Control and Data Acquisition
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
SHE	Safety, Health and Environment
DWAF	Department of Water Affairs and Forestry
MSDS	Material Safety Data Sheet
The Service Manager	ACSA Service Manager



EXECUTIVE OVERVIEW

The objective of this scope is to source a suitable service provider for the Operation and Maintenance of Wastewater Treatment Plant.

Description of Works

King Shaka International Airport is equipped with a wastewater treatment plant that treats wastewater before discharging it into the stream. The whole treatment process requires the service of a qualified Contractor.

The Southern Wastewater Treatment Works (WWTW) is designed to treat raw sewerage of 1000 m³ per day which receives its sewerage from the Airport, Agrizone, and the Airport terminal surrounding supporting facilities.

The influent is characterized as domestic and industrial with an approximate % split of 70% domestic and 30% Industrial.

Most of the industrial pollutants are the Fats and Oils from the restaurants.

The plant is configured to have 3 treatment stages i.e. the preliminary treatment (inlet works), secondary (SBR & TET) and tertiary treatment (Filters & Disinfection).

OPERATION

The Contractor guarantees the correct, efficient, and effective running of the plant according to the Operation and Maintenance manuals provided by the Employer to ensure final effluent output complies with the parameters of the plant design.

The quality of the effluent leaving the plant will comply with the standards stated in the ACSA KSIA permits/authorizations, water use licence, subject to:

The operating manuals being made available to the Contractor.

The plant being operated within the plant tender design criteria

The raw sewage being free from all matter which may have a toxic or detrimental effect to the process and operating efficiency of the plant.

The plant being operated to registered standards.

All work shall be done in accordance with Occupational Health and Safety Act, municipal bylaws, environmental by laws (National Environmental Management Act 107 of 1998- NEMA), National Water Act 36 of 1998 and all other relevant legislation.

MAINTENANCE

Preventive and Corrective maintenance shall be conducted by the technical team on site. Any mechanical or electrical problems will be attended to by the technical team that will then ensure that the problem/s are solved timeously.

SAMPLING AND ANALYSIS

Sampling of raw effluent, treated effluent and upstream and downstream

The plant is monitored using two programs i.e. operational monitoring and compliance monitoring. The operational monitoring is conducted onsite by Process controllers while compliance monitoring is done once a week (maximum of 4 times a month) at an accredited laboratory. Compliance monitoring included upstream and downstream monitoring.


SECTION 1: WASTEWATER TREATMENT PLANT
1.1 STANDARD OPERATION PROCEDURE OF ACSA's WASTEWATER TREATMENT PLANT

ITEM	Frequency
AERATOR	
1.1 Check aerator blades are free of rags etc.	Daily
1.2 Check baffles are free of rags etc.	Daily
1.3 Check float switches are free of rags etc.	Daily
1.4 Check decanting cone is free of rags etc.	Daily
1.5 Take a daily sludge reading of mixed tank	Daily
1.6 Brush off walls, floats, stairway etc.	Daily
1.7 Check amperage reading of aerator	Daily
1.8 If sludge reading is higher than 40 → 55% the service provider to run the sludge belt press as required.	Daily
BAR SCREEN	
2.1 Use correct rake to clean screen when necessary - Daily	Daily
2.2 Bar screen must be raked	Daily
2.3 Dried waste (sludge and screenings) must be stored in a sealable container (210L steel Drum & Lid) until it can be transported for disposal to a licensed waste site (proof of licensing must be supplied).	
2.4 Spillage Trays - Ensure secondary containment whilst filling drums.	
2.5 Bar screen must be hosed down	Daily
SUMP	
3.1 Submersible pumps must be cleaned and checked	Monthly
3.2 Submersible chains must be inspected and cleaned	Monthly
3.3 Float switches must be cleaned	Monthly
3.4 Any valves related to raw sewage flow must be checked and washed-out	Monthly
SLUDGE BELT FILTER PRESS	
Dry resulting sludge from the reactors	Weekly
FILTRATION PLANT	
Filters to be backwashed	Weekly

ITEM	Frequency
LOG BOOK Information below shall be recorded in the logbook	
Any flow meters that are installed must be recorded	Daily
pH from chlorine tank - outlet point	Daily
Turbidity of the filtration product water	Daily
Dissolved oxygen in the SBR during aeration	Daily
Sludge reading in cone	Daily
Approximate volume of sludge - run off	Daily



Discharge counter per tank	Daily
Amperage of each aerator	Daily
Voltage supply	Daily
Drums of dried sludge removed	Per Drum
Amount of chemicals used	Daily
Bags/drums dried bar screen waste removed	Daily
Persons visiting site - name and company	Daily
Note any general comments on plant	Daily
Note any mechanical or maintenance problems	Daily
Note any safety or health hazards	Daily
Note any environment problems	Daily
Storage of chemicals	Monthly

1.2 SCHEDULE OF EQUIPMENT

	Description	Spec	Quantity	Model
1	Raw Sewerage Sump	Dia=4.8m Depth=3m	1	-
2	SBR Reactor	Dia=15.3m Depth= 4m	3	-
3	Treated Effluent Tank	Dia=11.5 Depth	1	-
4	Electromagnetic Flow Meter		1	50W1H-SHOA1AC1AAAA
5	Raw Sewer Pump	7.5kW 380V, 4 pole 50Hz	2	Grundfos
6	Filter Backwash Pump	5.5kW 380V, 3 pole 50Hz	2	KSB ETA 65-200
7	Blower	5.5kW 380V, 2 pole 50Hz	1	Robuschi Robox ES15/1P
8	SBR Aerator	37kW 380V, 3phase 50Hz	4	ZR 128K 5160 M4-W
9	Compressor		2	DT 10 DETROIT AIR COMPRESSOR
10	Ferric Dosing Pump		2	DDE 6B PVC Grundfos



11	Centrifugal Pump (Buffer Dam)	45kW 380V, 3phase 50Hz	1	EA100/20
12	Belt Press (Dewatering Press)		1	EMO Combined Unit CC060
13	Motor Control Panel		1	
14	Programmable Logic Control (PLC)		2	1. Siemens (Filters) 2.Telemecanique Electric (Sequence Batch Reactor)
15	Standby Generator		1	Will be maintained by ACSA Electrical Dept.

1.3 MINIMUM MAINTENANCE PROGRAM

Maintenance record sheets

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

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

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

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

WEEKLY SERVICE:

Equipment	Maintenance Activity	Weekly Checks
Submersible pumps	Ensure changeover of pumps Inspect flow rate at splitter box for correct working operation	
Raw sewage sump	Check level probes are free of rags or any foreign matter Inspect, report, and repair any leaks or inadequate pipelines Check couplings and closure gaskets under pressure Inspect pressure gauge	
Aerator + Gearbox	Observe gear unit for any unusual vibration or noise Check oil level in gearboxes Check gearbox drain hole Check gear units for any leakage or damaged components Visually inspect coupling for any unusual behavior Clean drives where necessary	
Aerator blades and baffles	Ensure blades are free of any foreign matter	

	Inspect guide rails and baffles for any dirt or foreign matter	
	Check level probes are free of rags or any foreign matter	
	Inspect for loose bolts and nuts	
	Check all couplings and closure gaskets under pressure	
	Ensure all valves are fully functional	
SBR TANK001 - 003	Inspect, report and repair any leaks or inadequate pipes	
	Visually inspect that pneumatic lines are free of any damage	
	Keep valves and actuators clear of any dirt	
	Inspect pump for any leakage or damaged seals	
Filtration feed pumps	Inspect/ top up oil level on pump	
	Check ammeter for normal current readings	
	Inspect pump for overheating or vibration and unusual noises	
	Inspect pressure gauge readings	
	Ensure guard is safe and secure	
Blower	Inspect/ top up oil level on blower	
	Inspect for overheating or vibration and unusual noises	
	Check pipes and fittings for any leakage	
	Ensure guard is safe and secure	
	Inspect pressure gauge readings	
Filtration system	Ensure all actuated valves are fully functional	
	Inspect pressure gauges	
	Check couplings and closure gaskets under pressure	
	All actuators must be clean and free of dirt	
	Inspect all pneumatic lines for damage or leakage	
Instrument air compressor 1	Inspect/ top up oil	
	Inspect for overheating or vibration and unusual noises	
	Ensure guard is safe and secure	
	Drain water trap	
Instrument air compressor 2	Inspect/ top up oil	
	Inspect for overheating or vibration and unusual noises	
	Ensure guard is safe and secure	
	Drain water trap	
De-watering press	Lubricate and inspect bearings	
	Visual inspection of rollers	
	Visually Inspect all rotating and moving parts	
	Ensure all guards are safe and secure	
Sludge feed pump and gearbox	Inspect for any leakage or damaged seals	
	Inspect/ top up oil level	
	Inspect for overheating or vibration and unusual noises	
	Check coupling and closure gaskets under pressure	
	Inspect pressure gauge readings	
	Ensure guard is safe and secure	
Belt press wash water pump and gearbox	Inspect for any leakage or damaged seals	
	Inspect/ top up oil level	
	Inspect for overheating or vibration and unusual noises	
	Check coupling and closure gaskets under pressure	
	Inspect pressure gauge readings	
	Ensure guard is safe and secure	
	Inspect for any leakage or damaged seals	



Belt press polymeric pump and gearbox	Inspect/top up oil level Inspect for overheating or vibration and unusual noises Check coupling and closure gaskets under pressure Inspect pressure gauge readings Ensure guard is safe and secure	
Polymeric agitator gearbox	Ensure gearbox has sufficient oil Inspect coupling for any signs of damage Check for any vibration or unusual noises	
Belt press sludge thickening pump and gearbox	Inspect for any leakage or damaged seals Inspect/top up oil level Inspect for overheating or vibration and unusual noises Check coupling and closure gaskets under pressure Inspect pressure gauge readings Ensure guard is safe and secure	
Sugarcane fields irrigation pump and gearbox	Inspect for any leakage or damaged seals Inspect/top up oil level Inspect for overheating or vibration and unusual noises Check coupling and closure gaskets under pressure Inspect pressure gauge readings Ensure guard is safe and secure	
Dosing pumps	Inspect pump for any leakage or damaged seals Inspect hoses for any damage due to chemical	
UV section	Visual inspection for any leaks Audible check for functioning Visual inspection for normal operation	
Control Room	Control room to be kept clean and tidy always. All panels to remain closed under normal operating conditions Inspect control wiring, relays, power supply and timers Verify control circuit fuse rating and continuity	

MONTHLY SERVICE

Asset	Service	Frequency
Aerator	<ul style="list-style-type: none"> Observe gear unit for any unusual vibration or noise. Inspect for overheating. Check oil level in gearboxes. Fill oil if required. Check gear units for any leakage or damaged components. Inspect and repair any defective coupling. 	Monthly



	<ul style="list-style-type: none"> • Clean drives where necessary. Clear any debris. • Ensure blades are free of any foreign matter. Ensure even balance along the blades. Inspect for any unusual movement of blades • Inspect guide rails and baffles for any wearing, dirt and foreign matter. • Check and tighten as necessary any loose bolts and nuts. • Inspect, report and repair any leaks or inadequate pipelines. 	
Back Wash Pump	<ul style="list-style-type: none"> • Check and tighten any loose bolts and nuts • Inspect and repair any defective gaskets • Ensure all valves are in a correct working condition • Inspect, report and repair any leaks or inadequate pipelines • Inspect pressure gauge readings • Inspect pump packing • Check pump couplings for any visual wear • Inspect pumps for overheating or vibration and unusual noise. <p>Inspect and repair any loose guard</p>	Monthly
Belt Press	<ul style="list-style-type: none"> • Lubricate and inspect bearings. • Check the v-belt tension and clean. • Inspect gearbox lubrication. • Gearbox to be checked for overheating, vibrations and unusual noises. • Inspect spray nozzles. • Report faults and define follow up work orders as required. 	Monthly
Blower	<ul style="list-style-type: none"> • Inspect and top up oil level on blower if required. • Inspect for overheating, vibration and unusual noises. • Check pipes and fittings for any leakage. • Ensure guard is safe and secure. • Inspect pressure gauge readings. • Check V-belt tension and wear. • Ensure valves of blower are fully functional. • Inspect pressure release valve. • Tighten any loose flange joints. 	Monthly
Compressor	<ul style="list-style-type: none"> • Inspect and top up oil. 	Monthly



	<ul style="list-style-type: none"> • Inspect for overheating or vibration and unusual noise. • Inspect pipes and fittings for any leakage. • Check and tighten v-belts and replace if necessary. • Inspect regulator valve and also check regulator readings. • Inspect pressure gauges and make sure they are in good working condition. • Make sure all moving parts are guarded and guards are secured. • Check all wires and plugs are insulated and report if insulation is required. • Inspect motor and compressor pulley for any wear and tear. <p>Make sure compressor is pressure tested according to Pressure Equipment Regulations and certificates are valid.</p>	
Submersible Pump	<ul style="list-style-type: none"> • Check condition of all panels. Make sure there are no alarms on panels • Visual inspection on all pumps and test run • Check condition and operation on all Mobrey Relays • Ensure that all electrical terminal screws in control panels are secure and tight • Check that all overloads are set correctly. Test all overloads • Clean all control panels. Make sure that contractors are not chattering • (noisy) when in operation. • Check and ensure that all drawings are in control panels • Check and test all alarms Confirm communication with IMC • Check operation of all float controls • Check that all locks are fitted on control panels and locked • Ensure that all grids are in place • Record / measure amperage and voltage on panel • Record pump operation hours <p>Record sump level</p>	Monthly



1.4 MONITORING, SAMPLING AND ANALYSIS - WWTP

Quality of effluent

The effluent shall always comply with the quality requirements or standards stipulated in the water use license or permit conditions, as amended from time to time.

The date, time, and monitoring point in respect of each sample taken shall be recorded together with the results of the analysis.

Monitoring

The quantity of effluent discharge into the respective surface streams shall be metered and recorded weekly.

Flow metering, recording and integrating devices shall be maintained in a sound state of repair and calibrated by a competent person at intervals of not more than two years, a copy of which shall be supplied to the respective Contract Manager.

Calibration certificates shall be kept available for inspection by the respective Contract Manager or his representative upon request.

Methods of Analysis

Analysis shall be conducted at a ISO/IEC17025 accredited Laboratory with all methods also accredited. A copy of the accreditation certificate shall be submitted to the respective ACSA Service Manager (Service Manager).

The accredited Laboratory shall not be changed without prior notification to and written approval by the Service Manager ; and laboratory must satisfy the requirements in terms of accreditation.

Reporting

Preliminary results shall be submitted monthly to the Service Manager within ten days of the date of sampling.

The occurrence of any incident, which causes or may cause water pollution, shall immediately be reported to the Service Manager and logged onto ACSA's Helpdesk.

In the event of a deviation from the quantity and or quality of requirements, the Contract Manager must be notified immediately.

COMPLIANCE AND OPERATIONAL DETERMINANTS

The effluent shall always comply with the quality requirements or standards in the water use licence or permit conditions, as amended from time to time.

The date , time and monitoring point in respect of each sample taken shall be recorded together with the results of the analysis



Compliance Determinants

The samples are to be sent to a SANAS accredited laboratory for analysis and results.

Item No.	Determinant	General Limit Values (GLV)	Special Limit Values (SLV)
1	Chemical Oxygen Demand (COD) (mg/l)	75	30
2	Total Suspended Solids (TSS) (mg/l)	25	10
3	Oil and Grease (mg/l)	2.5	0
4	Electrical Conductivity	70 ms/m -150ms/m	50ms/ -100 ms/m
5	PH	5.5-9.5	5.5-7.5
6	Ammonia (NH3) (mg/l)	3	2
7	Nitrates (NO3) (mg/l)	15	1.5
8	Ortho Phosphate (PO4) (mg/l)	10	1 min and 2.5 max
9	Free Residual Chlorine (mg/l)	0.25	0
10	Faecal Coliforms per 100m/l	1000	0
11	E-coli	0	0

Below are the determinations that are tested at the different stages of the treatment process.

STAGE	VARIABLE/DESCRIPTION
PRELIMINARY	
RAW	Total alkalinity Orthophosphate (PO ₄) as P Ammonium (NH ₄) as N Nitrate (NO ₃) as N Chemical oxygen demand (COD) Electrical conductivity (EC) @ 25°C pH @ 25°C Total suspended solids (TSS) Ammonia (NH ₃) as N Oil and grease (SOG)
SECONDARY AND TERTIARY	
FEED AND FINAL ANALYSIS	Total alkalinity Orthophosphate (PO ₄) as P Ammonium (NH ₄) as N



Nitrate (NO ₃) as N
Chemical oxygen demand (COD)
Electrical conductivity (EC) @ 25°C
pH @ 25°C
Total suspended solids (TSS)
Ammonia (NH ₃) as N
Oil and grease (SOG)
Nitrite (NO ₂) as N
Turbidity
Free chlorine (Cl ₂)
Total Chlorine (Cl ₂)
Combined Chlorine
E.coli
Total coliform
Faecal coliform

RECEIVING ENVIRONMENT

UPSTREAM AND DOWNSTREAM

Electrical conductivity (EC) @ 25°C
pH @ 25°C
Chemical oxygen demand (COD)
Total suspended solids (TSS)
Ammonium (NH ₄) as N
Nitrate (NO ₃) as N
Ammonia (NH ₃) as N
Orthophosphate (PO ₄) as P
Oil and grease (SOG)
E.coli
Total coliform
Faecal coliform
Total alkalinity



Operational Determinants

These samples to be collected and tested at the on-site plant laboratory by the onsite team.

Contractor to ensure that they have all the necessary equipment for testing.

These determinants are to be tested on the final treated effluent.

Frequency: +3 times daily

Item No.	Operational Determinants
1	Total Coliforms (MPN/100ml)
2	Total Residual Chlorine (mg/l)
3	Alkalinity (mg/)
4	Nitrite (NO2) (mg/l)
5	Ecoli (MPN/100ml)
6	Nephelometric Turbidity (NTU)

1.5 SPILLAGE

In the event of a spillage taking place, the service provider will be required to have a spillage/emergency procedure for spillage incidents. In addition, they would have to stop/contain the spillage and take measures to rehabilitate the contaminated area. In the event that the is a major spillage, groundwater test and soil analysis are to be conducted.

A spillage incident report which highlights (but not limited to) the following aspects is to be submitted within 24hr of the incident:

Date and time of incident

Cause of incident

Nature of substance involved and quantities

Water resource impacted

Actions taken to stop or contain the spillage

Actions taken to prevent reoccurrence of incident

1.6 STORM WATER SYSTEM

Storm water leaving the premises shall in no way be contaminated by any substance, whether such substance is a solid, liquid, vapor or gas or a combination thereof which is produced, used, stored, or spilled on the premises.

The domestic effluent system and the storm water drainage system shall be separated, and precautions shall be taken to prevent the contents of any of the systems from entering any other system.

No effluent shall be discharged into any storm water drain or furrow, whether by a positive act and/or by omission.

1.7 Protective/cleaning Equipment to be provided by Contractor

Contractor to ensure that all necessary Equipment is at hand to carry out this works.

Below is the minimum requirements:

Personal Protective Equipment

Acid resistant overalls

Gumboots

Rain coat



Cap hat
Protective glasses

Rubber gloves - elbow length
Safety boots
Masks
Wader

Safety Equipment
Safety harness
Approved breathing apparatus

Cleaning Equipment
Wheel barrow
Gardena spray nozzle and hose fitting
Black refuse bags
Broom
3m Swimming pool leaf skimmer
Platform Broom 450mm)
Window squeegee
Bar screen rake
Rags for cleaning
Grass rake
Brush cutter

1.8 VEHICLE

1ton bakkie required that must be in a roadworthy condition.
The bakkie will be used for moving around the different areas that the Contractor will be operating and maintaining.

1.9 CHEMICALS

All chemicals used in the treatment process should have material safety data sheets.



SECTION 2: AIRSIDE DUMP SITE FACILITY

The airside dump facility is located on the airside of the airport.

This facility is used to dump the waste from the aircrafts.

The Contractor shall clean the facility two times a week, run the macerator pumps and ensure that the system is operational and in a good condition.

2.1 SCHEDULE OF EQUIPMENT

Item No.	Description	Specification	Quantity	Model
1	Dumping Facility Macerator	Muffin Monster	2	30005-0032

2.2 MONTHLY AND ANNUAL SERVICE

ASSET	SERVICE
	Monthly
Macerator: effluent dump site macerator unit	Check for loose bolts and nuts Inspect gearbox seals Check for vibration and overheating Ensure there is sufficient oil Lubricate gear box and shredder Clean Macerator shredder Clean, inspect and repair any damages Audible check for correct operation of the pump



ANNEX A

SERVICE LEVEL AGREEMENT**PERFORMANCE OBJECTIVES**

Normal airport operational hours is from 04:00 to 22:30 for every day of the year.

The Normal working hours for this contract will be 08:00 to 16:30 everyday.

After Hours is 16:30 – 08:00.

Refer table below for specific staff working hours.

Working hours may change from time to time due to unforeseen circumstances and will be confirmed/amended by the Service Manager.

Minimum Staff Requirements

The Contractor must maintain the following minimum staff per shift at all times and should price accordingly.

Skill	Days per week	Hours
1 x Site Manager/Supervisor	5	Mon-Fri (08:00-17:00)
1 x Millwright	5	Mon-Fri (08:00-17:00),
1 x Process Controller	7	Mon-Sun (08:00-16:30)
1 x Assistant Process Controller	7	Mon-Sun (08:00-16:30)

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

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

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

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


MINIMUM QUALIFICATION AND EXPERIENCE

Title	Minimum Qualifications	Experience in year(s)
Site manager	NTC IV Water Treatment Practice OR NTC IV Wastewater Treatment Practice OR Water Treatment Practice N4 OR Wastewater Treatment Practice N4 OR Diploma in chemical engineering OR Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes.	3-years' experience (after qualification) in wastewater treatment plant operation or water purification processes PLUS Two (2) Years at supervisory or managerial level
Process controller	NTC III Water Treatment Practice OR NTC III Wastewater Treatment Practice OR Water Treatment Practice N3 OR Wastewater Treatment Practice N3 OR Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes.	2 years' experience (after qualification) in wastewater treatment plant operation or water purification processes
Assistant process controller	NTC II Water Treatment Practice OR NTC II Wastewater Treatment Practice OR Water Treatment Practice N2 OR Wastewater Treatment Practice N2 OR Any equivalent / other relevant qualification in water/wastewater treatment or water purification processes.	N/A
Millwright	Trade Tested Millwright	3 years' experience (after trade test) in maintenance of mechanical or electrical systems
Technical assistant	N2 Electrical or Mechanical Qualification	N/A



CONTRACTOR PERFORMANCE

AVAILABILITY, MEAN TIME BEFORE FAILURE AND MEAN TIME TO REPAIR

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

*The Period of performance review shall be Monthly.

Item	Benchmark*
Overall System - Availability	Availability must be a minimum of 99.5% per month.
% of planned maintenance completed per month	100%
Closure of Planned Maintenance (PM) Work Orders (WO) (Planned by ACSA)	All PM WO shall be closed within 7 working days from date of issuing to contractor – (Issued by ACSA either by mail or manual collection)
Closure of Corrective Maintenance (CM) Work Orders (WO)	All CM WO shall be closed with 2 working days from date of issuing to contractor – (Issued by ACSA either by mail or manual collection)

EMERGENCY RESPONSE TIME

ACSA deems an emergency as a situation caused by unforeseen circumstance that may lead to:

Loss of life or injury,
Reputational harm,
Financial losses,
Legal consequences,
Interruption of essential or Business services and
Any other relevant consideration

Item Description	Response Time
During Normal Hours	30 minutes
After Hours	45 minutes

GUARANTEES

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

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



CONTRACTOR ASSESSMENTS AND REVIEWS

Monthly assessment/review shall be done according to this NEC contract.
 Safety issues and file reviewed quarterly or as per Safety department frequency.
 Contract shall be Audited and Assessed the from time to time.
 The contractor will be assessed and scored monthly also through the ACSA supplier development system or any other ACSA system.
 Contractor must be available for external/legal audit

THIRD PARTY INSPECTIONS

A registered professional engineer appointed by ACSA will inspect the plant and report as and when required.
 A representative from the municipality will visit the site from time to time to conduct an audit on the operation and compliance of the plant.

LOW SERVICE DAMAGES

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages and any claims directed at ACSA as a result of the equipment being unavailable, will be for the account of the Contractor. The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to(e.g. any authorised ACSA employees and any internal and external audits).

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

Low service damages tables

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

Table A:

Item No.	System Indicators. Overall System Availability per Month	Performance System	Payment presentence
1	99.5%		100% Full fixed cost billed, minus any other low service damages included in this contract.
2	99.499% - 97.00%		2% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
3	96.99% - 95.00%		4% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.



4	94.99% - 93.00%	6% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	92.99% - 91.00%	8% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
6	90.99% - 89.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
7	88.99% - 87.00%	12% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
8	86.99% - 85.00%	14% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
9	84.99% - 83.00%	16% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
10	82.99% - 81.00%	18% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
11	80.99% - 80.00%	20% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
12	79.99% and below	Non-Performance process to be followed

*Any availability less than 80% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.

Table B

Not maintaining the required minimum on-site staff requirements.	R2 000.00/position/day
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	R2 000.00/event
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Service Manager or his/her duly authorized representative or unless the required spares are not available to complete the work).	R4 000/month
Note work is complete after the PMs have been correctly completed returned to the contract manager and the ACSA IMC to be closed out.	
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination
Failure to adhere to response time	R2000 per incident
Failure to maintain defect free period	R2000 per incident
Failure to submit spillage report as per agreed timelines	R2000 per incident
Failure to submit Monthly report as per agreed timelines	R2000 per incident



Failure to submit incident report within 24 hours of occurrence	
Occurrence of a spillage due to negligence of the Contractor	R2000 per incident
Three consecutive con-compliances within on calendar month	R3000 per incident
Audit finding due to poor performance by the Contractor	R2000 per incident
A repeat finding that has not been rectified	R2000 per incident
Improper handling of chemicals	R2000 per incident
Failure to meet desired effluent quality due to poor operation of the plant	R2000 per incident
Failure to complete preventive maintenance as per maintenance schedules	R2000 per incident
Failure to identify and/or report system and/or equipment failure	R2000 per incident

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



RISKS

OHS RISKS

#	Department	Tenant / Sub-department	Activity / Task / Service	Risk Name	Risk Description	Control Measure Name	Control Measure Description
1	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injuries	Working on heights	Fall protection plan	Fall arrest system (safety harness used for working on height above 2 meter).
2	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Fire hazard, fatalities	Combustion due hydraulic oil heating up	SWP	Remove all flammable material (papers, plastic etc.) around the oil tank area
3	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Injuries, fatalities.	Oil spillage	Procedure	. Contractor to have a spill containment kit to contain the spill
4	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injury	Flying Objects	Procedure	Eye protection must be worn (Wear of Safety Glasses). Record of receiving PPE is to be kept on file,
5	Operations: M&E	Mechanical	Maintenance of Wastewater Treatment Plant	Fire hazard, injuries, fatalities.	Hot work conducted such as grinding, welding	Procedure	Hot work permit be issued prior commencement of work. Fire equipment to be serviceable.
6	Operations: M&E	Mechanical	Maintenance of Wastewater Treatment Plant	Occupational injury	Tripping Hazard	Procedure	Demarcate Working Area



7	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Hearing loss	Noise generated from the aircraft	Training	Ear protection must be worn. Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.
8	Operations: M&E	Mechanical	Operation and Maintenance of Wastewater Treatment Plant	Occupational injuries	Hand Injury	Training, Procedure	Hand protection must be worn (gloves). Record of receiving PPE is to be kept on file. Airside Induction Training is mandatory prior to receiving a permit to work at the airport. Refresher training is provided every 2 years thereafter.



OPERATIONAL RISKS

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

	Type	Comment
External resources	Utilities <ul style="list-style-type: none"> •Water •Electricity •Gas •IT Support and other interfaces outside the contractor battery limit 	<ul style="list-style-type: none"> -No impact to reliability/Maintainability. -It Impact on availability from operations view
External causes	<ul style="list-style-type: none"> •Outside operating conditions/parameters •Operator fault/incorrect operation, consider shifting the risk to the Service provider by giving him responsibility to support Operations/Operators •Damage by others(users and Third parties) i.e. Elevator doors •Incorrect use •Foreign material in system 	<ul style="list-style-type: none"> -No impact to reliability/Maintainability. -Impact on availability from operations view <p>This are some of the occurrences that may not be considered the Normal Operating conditions</p>
Other	<ul style="list-style-type: none"> •Lack of information/Drawings •Lack of access due to no fault of the contractor after they have requested access timeously •Equipment's under Projects •Other factors that can be proven that was beyond the contractor's fault 	
Spares	Availability of spares (if the spares are not under the control of the Service provider to the limit of the budget)	<ul style="list-style-type: none"> -Affect Maintainability



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

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



14	Any change in the law that is reinforced as per clause X2 in NEC contract (Changes in the law)
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ADDITIONAL SERVICE INFORMATION

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

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

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

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

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

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

The Contractor will be responsible for keeping spares levels up to a sufficient quantity and standard as to comply with the requirements of this contract and will charge the Employer accordingly.

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

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

The Contractor shall ensure that all staff are issued with uniforms that will comply with a minimum requirement (Refer PPE requirements) as agreed with the Service Manager from time to time.

Contingency Plan

Contractor to ensure that a contingency plan is made available in the event of strikes, pandemic effects etc and that airport operations are not affected negatively.



Location of the works

The Works are located at King Saka Airport at South Wastewater Treatment Plant and Airside Dump .It is crucial for the Contractor to note that King Shaka International Airport is a National Key Point and governed as such.

PROCUREMENT

Requirements

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

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement spares.

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

Subcontracting

Should any part of this Contract be subcontracted, the Contractor will be responsible for all work done by subcontractors.

MANAGEMENT

Management of the works

Particular / generic specifications

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

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

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.

Normal airport operational hours shall be from 04:00 to 22:30 for every day of the year. However, working ours for this contract will be 06:00 to 22:00. The Hours are subject to change based on operational demand.

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 (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)



Methods and procedures

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

Assisting with emergency repairs

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

Pointing out services to consultants or other contractors

Providing access to other contractors

Removing rubble and/or equipment from site

Providing of system data and/or statistics to ACSA

Recommending improvements on maintenance procedures

Recommending improvements on operational procedures

Co-operating with ACSA Security relating to security issues

Safe / legal disposal of used and irreparable spares

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

Quality plans and control

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

Environment

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

At no time, shall the Contractor:

allow any pollutive or toxic substance to be released into the air or storm water systems

interfere with, or put at risk, the functionality of any system or service

cause a fire or safety hazard

Format of communications

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

Key personnel

Contractor must ensure that they comply with the minimum Key Personnel requirements. 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.

Personnel Leave / Continuity of Service

During any personnel's leave period or absence for any reason, a replacement will be provided at the Contractor's own cost.



Management meetings

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

Electronic payments

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

Daily records

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

Monthly reports

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

1. Effluent Quality Report
2. System availability (averaged per week)
3. Maintenance work (including % of scheduled maintenance work completed)
4. Daily checks performed
5. Maintenance plan for the next month
6. The latest spares inventory
7. Asset register up to date including equipment data
8. Root cause analysis records
9. Safety/Environmental or legislative issues and compliance
10. Outstanding maintenance issues

The Contractor shall keep copies of all reports and records. All reports shall be in a format as agreed with the Service Manager from time to time.

Permits

The Contractor shall not be compensated for costs relating to the Employer's required permits, or for labour/time spent in obtaining it. An allowance must be made in the Activity Schedule in this regard.

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

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

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety



Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

Proof of compliance with the law

The Service Manager may at any time request from the Contractor reasonable proof that the Contractor is in compliance with a law or regulation.

Health and safety

Health and safety requirements and procedures

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

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

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

All persons on company premises shall obey all health and safety rules, procedures, and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department. All the applicable requirements of the Occupational Health and Safety Act (1993) and Regulations and any amendments thereto, shall be met. Where the OHS Act prescribes certification of competency of persons performing certain tasks, proof of such certification shall be provided to the Service Manager.

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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



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

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

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

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

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

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

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include steel-tipped safety shoes/boots, overalls (clearly marked with Contractor's company logo) and numbered reflective jackets (also clearly marked with Contractor's company logo, the team members unique personnel number in a font size to be instructed by the Service Manager). All costs relating to uniforms shall be for the Contractor's account.

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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



Organization and Staff of the Contractor

Competence and Conduct of Workmen and Supervisory Staff

The Contractor shall employ persons that are competent and efficient in their specific trades and callings. Airports Company South Africa Limited may object to and require the Contractor to remove from site any person employed by the Contractor who, in the opinion of Airports Company South Africa Limited, misconduct's himself or is incompetent or negligent in the proper performance of his duties. Such a person shall not be employed under this contract again.

Replacement of Staff

Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have competence and abilities equal to or better than that of the personnel they replace.

Reliability

The Contractor shall take all reasonable measures to safeguard performance and quality.

Safety and Convenience of Airport

The Contractor shall protect the site properly and shall so arrange his operations that minimum danger and inconvenience is caused to airport operations. For this purpose, he shall, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by Airports Company South Africa Limited or by any act, regulation or statutory authorities.

All operations required in connection with the Agreement shall, as far as the provisions of the Agreement permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities.

Electricity and Water

The Contractor shall be entitled to use such supplies of electricity and water as may be available on the Site for the purpose of the Works and at his own expense shall provide any apparatus necessary for such use. The Contractor shall notify ACSA of any equipment or facility, which will be a consumer of electricity and water.

Access to Available Drawings and Records

Airports Company South Africa Limited shall permit the Contractor access to relevant drawings and records relating to the Works, where these are available.

Shutdown and Access to Equipment

Airports Company South Africa Limited, at the request of the Contractor, shall arrange for necessary shutdowns of services and access to equipment to facilitate the execution of the Works wherever possible if required during night working hours. However, it should be noted that airport operations would be given priority in this regard.



Delivery of Materials and Equipment

Notices of Intention to Deliver

No plant or Contractor's equipment shall be shipped or delivered to the Site until permission has been obtained by the Contractor from Airports Company South Africa Limited that these may be delivered. The Contractor shall be responsible for the reception at the Site of all plant, materials and Contractor's equipment delivered for the purposes of the works.

Notes:

1. Hot works can only be carried out after a Hot Works permit is issued by ACSA.
2. Contractor to ensure a safe working environment and the use of the appropriate PPE and safety procedures as per the OHS Act.
3. Contractor to provide PPE that is identifiable.
4. Housekeeping should be maintained at all times.

Approvals:

- Site Approvals - The contractor will require approvals as follows prior to working on site:-
 - Permit office for Permits (vehicles/individuals) and Parking.
 - Safety department for safety file approval and permit to work.
- Approvals required pertaining to changes to the contract will need to be obtained from ACSA for any requests the Service Provider may have.
- Direct reporting lines will be to the ACSA Contracts/Service Manager.

Disposal Requirements

- Disposal during and after contract period:
 - The Contractor / Service Provider remains solely responsible for the generation, disposal and clean-up of any form of waste that is produced during the term of their contract.
 - The Contractor / Service Provider will ensure that all waste which necessitates the safe disposal thereof, will be done in accordance with all the latest and applicable legislation (environmental etc.) governing same.
- A valid disposal certificate must be submitted to ACSA



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

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's (the Employer's) Environmental Policy shall be communicated, comprehended and implemented by all appointed Contractor staff.
Storm water, Soil and Groundwater Pollution	No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to the Employer immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on the Employer property. It is the Contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	All reasonable measures shall be taken to minimize noise generated on site due to work operations. The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to the Employer immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	the Employer promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.



Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.
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Low Service Damages

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

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

I, _____ (name) & _____ surname) of _____

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

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

at: _____ (airport name).



HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

REPLACEMENT OF STAFF

Staff removed for any reason whatsoever shall be immediately replaced.

Replacement staff shall have the competence and abilities equal to or better than that of the personnel they replace.

HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

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

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 successful bidder is expected to sign the undertaking in this regard as attached. 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 Safety File for all works must be handed to ACSA safety department at least 10 days prior to doing any work.

Hot works permit is obtainable from Safety Department – Prior arrangement must be made before execution of work.

Letter of good standing with the Compensation Commissioner from the Department of Labour is a legislated requirement – Without this letter, no works can take place at the airport.

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

Penalties shall depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA's SHE Representative, 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.

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

Multi-Storey Office (MSO) Building

Any process in the above mentioned areas involving open flames sparks, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the 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.



HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

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

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

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

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

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

The Contractor is required to issue all staff with standard uniform that is to be approved by the Employer's representative. 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.

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 as approved by the ACSA IT department.



NON-CONFORMANCE

Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractors corrective action by ACSA may lead to cancellation of the contract.

These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

Note:

- All parties shall ensure that no delays are caused in the above chain of events.
- The shaded areas are to be completed by the Contractor's representative



PART C4 SITE INFORMATION

Site Location

The service site is King Shaka International Airport which is a National Key Point.

General Site Conditions

Temperature (Min - Max)	10.6°C to 27.2°C
Relative Humidity	85%
Wind	10km/h
Elevation	93 m ASL
Coordinates	29°37.0'031°6.5'E

The contractor is required to comply to all Airport safety regulations and no work shall commence until the safety file has been approved and permit to work issued.

All works to be carried out according to necessary Legislation, South African National Standards (SANS), ACSA rules etc governing the site and works.



POPIA ANNEXURE:

CONFIDENTIALITY AND DATA PROTECTION

Save as provided in this clause (*Confidentiality and Data Protection*), each Party shall, and shall procure that its Affiliate and their respective officers, directors, employees, agents, auditors and advisors shall, treat as confidential all information relating to the other Party or its Affiliates thereof or relating to their respective businesses that is of a confidential nature and which is obtained by that Party in terms of, or arising from the implementation of this Agreement, which may become known to it by virtue of being a Party, and shall not reveal, disclose or authorise the disclosure of any such information to any third party or use such information for its own purpose or for any purposes other than those related to the implementation of this Agreement.

The obligations of confidentiality in this clause shall not apply in respect of the disclosure or use of such information in the following circumstances:

in respect of any information which is previously known by such Party (other than as a result of any breach or default by any Party or other person of any agreement by which such Confidential Information was obtained by such Party);

in respect of any information which is in the public domain (other than as a result of any breach or default by either Party);

any disclosure to either Party's professional advisors, executive staff, board of directors or similar governing body who (i) such Party believes have a need to know such information, and (ii) are notified of the confidential nature of such information and are bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

any disclosure required by law or by any court of competent jurisdiction or by any regulatory authority or by the rules or regulations of any stock exchange;



any disclosure made by a Party made in accordance with that Party's pursuit of any legal remedy;

any disclosure by a Party to its shareholders or members pursuant to any reporting obligations that Party may have to its shareholders or members, provided that each such shareholder or member is notified of the confidential nature of such information and is bound by a general duty of confidentiality in respect thereof materially similar to that set out herein;

In the event that a Party is required to disclose confidential information as contemplated in this clause, such Party will:

advise any Party/ies in respect of whom such information relates (the "**Relevant Party/ies**") in writing prior to disclosure, if possible;

take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

afford the Relevant Party/ies a reasonable opportunity, if possible, to intervene in the proceedings;

comply with the Relevant Party/ies' reasonable requests as to the manner and terms of such disclosure; and

notify the Relevant Party/ies of the recipient of, and the form and extent of, any such disclosure or announcement immediately after it was made.

Either Party may, by notice in writing, be entitled to demand the prompt return of the whole or any part of any confidential information supplied by it to the other Party, and each Party hereby undertakes to comply promptly with any such demand.

In line with the provisions of Protection of Personal Information Act, No 4 of 2013 (POPIA), particularly section 20 and 21, the service provider (referred to as Operator in POPIA) shall observe the following principles when processing personal information on behalf of the Company (referred to as Responsible Party in POPIA):



the Service Provider shall only act on the Company's documented instructions, unless required by law to act without such instructions;

the Service Provider shall ensure that its representatives processing the information are subject to a duty of confidence;

the Service Provider shall take appropriate measures to ensure the security of processing. The Service Provider shall ensure and hereby warrants that they have minimum IT and or physical security safeguard to protect personal information;

the Service Provider shall notify the Company immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person;

the Service Provider shall only engage a sub-operator with the Company's prior authorisation and under a written contract;

the Service Provider shall take appropriate measures to help the Company respond to requests from data subjects to exercise their rights;

taking into account the nature of processing and the information available, the Service Provider shall assist the Company in meeting its POPIA obligations in relation to the security of processing, the notification of personal information breaches and data protection impact assessments;

the Service Provider shall delete or return all personal information to the Company (at the Company's choice) at the end of the contract, and the service provider shall also delete existing personal information unless the law requires its storage; and

the Service Provider shall submit to audits and inspections. The Service Provider shall also give the Company whatever information it needs to ensure that the Parties meet their Section 20(1) obligations.



1. SIGNATURES

FOR AIRPORTS COMPANY SOUTH AFRICA

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____, 2022.

FOR SERVICE PROVIDER

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF
_____, 2022.

