



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME AND NUMBER:**  
RFQ 12013

**TITLE OF PROJECT: THE APPOINTMENT OF A SERIVCE PROVIDER FOR THE SUPPLY AND DELIVERY OF CIVIL EQUIPMENT, ON AN AD-HOC BASIS, FOR A PERIOD NOT EXCEEDING THIRTY-SIX MONTHS AT KING PHALO AIRPORT**

**NEC 3: SUPPLY SHORT CONTRACT (SSC)**

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at King Phalo Airport**

(Registration Number: 1993/004149/30)

and **[DRAFTING NOTE: INSERT SUPPLIER NAME]**

(Registration Number : \_\_\_\_\_)

for **The Appointment of a Contractor for the supply and delivery of Civil Equipment, on an ad-hoc basis, for a period of thirty-six months at King Phalo Airport**

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## Part C1: AGREEMENTS AND CONTRACT DATA

### **C1.1: Form of Offer and Acceptance**

## OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF CIVIL EQUIPMENT, ON AN AD-HOC BASIS, FOR A PERIOD OF THIRTY-SIX MONTHS AT KING PHALO AIRPORT**

The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

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

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

(in words) .....

(in figures) .....

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

### for the Contractor

**Signature** ..... **Date** .....

Name ..... Capacity .....

(Name and address of organisation) .....

Name and  
signature  
of witness .....

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer'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 tenderer's Offer shall form an agreement between the Employer and the tenderer 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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

**Signature** ..... **Date** .....

**Name** ..... **Capacity** .....

**Airports Company South Africa,  
King Phalo Airport  
66 Settlersway  
Greenfields  
East London  
5201**

**Name and  
signature  
of witness** ..... .....

## **Schedule of Deviations**

1 Subject .....	.....
Details .....	.....
	.....
	.....
	.....
2 Subject .....	.....
Details .....	.....
	.....
	.....
	.....
3 Subject .....	.....
Details .....	.....
	.....
	.....
	.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer 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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

## C1.2 Contract Data

### Part one – Data provided by the *Employer*

Clause	Statement	Data
1	General  The <i>conditions of contract</i> are the core clauses and the clauses for main Option:  dispute resolution Option:  and secondary Options:	<b>A:</b> <b>Priced contract with price list</b>  <b>W1:</b> <b>Dispute resolution procedure</b>  <b>X1:</b> <b>Price Adjustment for inflation</b>  <b>X2:</b> <b>Changes in the law</b>  <b>X17:</b> <b>Low service damages (as amended in Option Z)</b>  <b>X18:</b> <b>Limitation of Liability (as amended in Option Z)</b>  <b>X19:</b> <b>Task Order</b>  <b>Z:</b> <b>Additional conditions of contract</b>

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of the NEC3 Term Service Contract (April 2013)

10.1	The <i>Employer</i> is (Name):  Address	<b>Airports Company South Africa SOC Limited</b>  <b>King Phalo Airport</b>  <b>66 Settlersway</b>  <b>Greenfields</b>  <b>East London</b>  <b>5201</b>
10.1	The <i>Service Manager</i> is:	<b>Mr. Samkelo Luyenge for King Phalo Airport.</b>

11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.</b>
11.2(2)	The <i>Affected Property</i> is	<b>King Phalo Airport</b>
11.2(13)	The <i>Service</i> is	<b>The Appointment of a Contractor for the supply and delivery of Civil Equipment, on an ad-hoc basis, for a period of thirty-six months at King Phalo Airport</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Health and safety</b> <b>The method statement</b> <b>Planned maintenance work</b> <b>Relevant Legislation</b>
11.2(15)	The <i>Service Information</i> is in	<b>The section titled Service Information included as Part C3 of this document.</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>14 calendar days from Contract Date</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>Detailed in Part C3 (Service Information)</b>
<b>3</b>	Time	
30.1	The <i>starting date</i> is	<b>On signing of the contract by both parties</b>
30.2	The <i>Service Period</i> is	<b>Three (3) years from the <i>starting date</i></b>

<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the <i>conditions of contract</i></b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>15th day of each successive month</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is	<b>30 days</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank, as determined from time to time.</b>
<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
<b>7</b>	<b>Title</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	<b>N/A</b>
83.2	<b>The minimum amounts of cover or minimum limits of indemnity required for the insurance table</b>	<b>N/A</b>
<b>9</b>	<b>Termination</b>	<b>No data is required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	<b>Refer to Part C2</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The Adjudicator nominating body is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The tribunal is	<b>Arbitration</b>
W1.4	If the tribunal is arbitration, the arbitration procedure is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>

W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>
W1.4	The person or organisation who will choose an arbitrator	<b>The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.</b>

<b>12 Data for secondary Option</b>		
X1	Price Adjustment for inflation	<b>The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary</b>
X2	Changes in the law	<b>No data is required for this secondary option.</b>
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	<b>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</b>
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	<b>The total of the Prices</b>
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	<b>The total of the Prices</b>
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<b>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.</b>  <b>The excluded matters are amounts payable by the Contractor as stated in this contract for:</b>

- **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**

- **Accidental Damage to the property of the employer by contractor, while rendering services as stipulated in the scope of works.**

The Additional Z1-Z19

### ***conditions of contract***

are

## Amendments to the Core Clauses

## Z1 Interpretation of the law

Z1.1 This contract is the entire agreement between the parties.  
Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Providing the Service:

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

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

Z5 Termination

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

## Amendment to the Secondary Option Clauses

## **Z7 Limitation of liability:**

Insert the following new clause as Option X18.6:

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

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

Additional Z Clauses

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**Z8 Cession, delegation and assignment**

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

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

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**Z9 Joint and several liability**

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

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

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

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**Z10 Ethics**

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**Z10.1 The *Contractor* undertakes:**

Z10.1.1 not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

Z10.1.2 to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

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

Z10.3 If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly

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or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

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**Z11 Confidentiality**

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

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

Z11.3 This undertaking shall not apply to –

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

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

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

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

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

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

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

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

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### **Z13      Liens and Encumbrances**

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

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### **Z14      Intellectual Property**

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

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

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

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

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

- Z14.5.1 the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2 the use of the *Contractor's* Equipment, or
- Z14.5.3 the proper use of the Works.

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

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**Z15 Dispute resolution:**

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**Z15.1 Appointment of the Adjudicator**

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**Panel of Adjudicators**

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

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

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

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## Z15.2 Appointment of the Arbitrator

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### Panel of Arbitrators

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

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

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**Z16 Notification of a compensation event**

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

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**Z17 BBBEE and Tax****Clearance Certificates**

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

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**Z18 Communication**

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

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

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

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**Z19 Delegation**

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

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

**Part two – Data provided by the *Supplier***

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

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Name:

Job:

Responsibility:

Qualifications:

Experience:

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11.2	The following matters will be included in the Risk Register	Access to Site Travelling public and ACSA stakeholders
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### **C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

#### **OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

#### **OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

**Name of Organisation:**

**AIRPORTS COMPANY SOUTH AFRICA SOC LTD**

**King Phalo Airport,  
66 Settlersway  
Greenfields,  
East London  
5201**

**Physical Address:**

**King Phalo Airport,  
66 Settlersway  
Greenfields,  
East London  
5201**

**Hereinafter referred to as “Client”**

**Name of organisation:**

**Physical Address:**

**Hereinafter referred to as “the Mandatory/ Principal Contractor”**

## **MANDATORY'S MAIN SCOPE OF WORK**

**The appointment of a Contractor for the supply and delivery of Civil Equipment, on an ad-hoc basis, for a period of thirty-six months at King Phalo Airport**

The services intended for this contract include but are not limited to:

- Supply and delivery of Civil Equipment, as and when required
- Repairs and Maintenance of Civil Equipment, as and when required
- Servicing of Civil Equipment, as and when required

Servicing, repairs and maintenance include but are not limited to:

- Bush Cutters
  - FS 250 Bush Cutter
- Slashers
  - Falcon F60-300T (A0096) Slasher
  - Reapers Agri 4.5 Meter Flex Wing Slasher
  - Falcon F80-180-4 Slasher A0034-4
- Paint Machine
  - Titan Spee Flo Powerliner 8900 XLT
- Chain Saws
  - MS260 Chainsaw
  - MS382 Chainsaw
- Ride on Mower
  - Rover Raider 14/38" Cut

Windsock (ICAO: Annex 14, Vol. 1 Para. 5.1.1.3)

The wind direction indicator should be in the form of a truncated cone made of fabric and should have a length of not less than 3.6 m and a diameter, at the larger end, of not less than 0.9 m.

It should be arranged in five alternate bands, the first and last bands being the darker colour.

*Refer to Pricing Schedule for a detailed scope of works*

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## **GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unpealed

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 Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (Contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the 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 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 OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or Contractor on the Client's premises.
10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol, or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

#### **FURTHER UNDERTAKING**

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

#### **ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

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**SIGNATURE ON BEHALF OF MANDATARY**

(Warrant his authority to sign)

---

**DATE**

---

**SIGNATURE ON BEHALF OF THE CLIENT**

AIRPORT COMPANY SOUTH AFRICA

---

**DATE**

## **PART C2: PRICING DATA**

### **C2.1 Pricing Assumptions**

The intended pricing strategy to be followed in this tender is according to the activity schedule. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule. The Contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered, and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.

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

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

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

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

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

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

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

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

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

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

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

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

## C2.2 Price List

### Part 1 – Activity schedule

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

The price includes, profit markup, transportation to and from site as well as delivery.

Item no.	Activity Description	Frequency	Qty	Amount (per single item)	Total
1.	Permits/Induction	Lumpsum	1		R10 000.00
2.	Heavy Duty Two Stroke Oil Super 500ml - Engen		50	R	R
3.	Trimmers Line (2kg x 2.8mm Round Line)		50	R	R
3.1	Helmet, Face Shield and Earmuff set		10	R	R
4.	FS 250 Bush Cutter Auto Trimmer Head		10	R	R
5.	Servicing and Repairs of Weed Eaters x 6		4x p/year	R	R
6.	MS260 Chainsaw Chain	As and when required	50	R	R
7.	MS260 Chainsaw Guide Bar		20	R	R
8.	MS382 Chainsaw Chain		50	R	R
9.	MS382 Chainsaw Guide Bar		10	R	R
10.	Servicing and Repairs of chain saws x 3		3x p/year	R	R
11.	Spark Plugs NGK BPMR7A		30	R	R
12.	Full body Safety Harness with lanyard		10	R	R
13.	Garden Master Hose Pipe with Fittings (20m x 12mm)		2	R	R
14.	Seal wax ring white		20	R	R
15.	Stanley Powerlock Tape Measure (8m)		5	R	R
16.	Mac Afric Distance Measuring Wheel (10 000m)		5	R	R
17.	DowSil 890SL Grey 600ml		50	R	R
18.	Caulking Gun Long Barrel 600ml		5	R	R
19.	Cold Mix Asphalt 25kg		50	R	R

20.	Cement 50kg 42.5N		50	R	R
<b>Falcon F60-300T (A0096) Slasher</b>					
21.1	H5951, Wheel carrier assy Exc wheels	As and when required	2	R	R
21.2	H2620, Gearbox F60VF		4	R	R
21.3	T279A-927901600, Gearbox T279A		2	R	R
21.4	H5321, Disk 4-M22 D595.25		4	R	R
21.5	H5433, Drawbar		2	R	R
21.6	M3799, Wheel Laminated 21x6.00-5		4	R	R
21.7	H0710, Parking jack 500mm		2	R	R
21.8	M5953, Cylinder Hyd DB30008-125		2	R	R
21.9	H5410, Towing hitch Complete Swivel-type		2	R	R
21.10	H5952, Tie-rod M24x2123		4	R	R
21.11	H3800A, Hub Assy 5-0.5in@D5.5in		4	R	R
21.12	H5346, Shaft Intermed		4	R	R
21.13	H5907, Side protector Left		2	R	R
21.14	H5908, Side protector Right		2	R	R
21.15	M5905, Cover Intermed shaft		4	R	R
21.16	H5411, Tie-rod M24x1070		2	R	R
21.17	H1822, Blade Banana 10x90x (510)-32.5	As and when required	4	R	R
21.18	H1821, Blade Banana 10x90x (510)-32.5 RH	As and when required	4	R	R
21.19	H5307, Lifting bracket		2	R	R
21.20	M5979, Cover Tie-rod		4	R	R
21.21	H5955, Cylinder lock		2	R	R
21.22	H5347, Profile		4	R	R
21.23	H5906, Bracket		8	R	R
21.24	M5360, PTO counter cone		2	R	R
21.25	M5980, Kit Hydraulic Fixed		2	R	R
21.26	M52275, Blade bolt M22-10.9 Special		8	R	R
21.27	H5422, Pin D30x167-143		6	R	R
21.28	H5580, Guide Hyd pipes		2	R	R
21.29	H5414, Pin D25x181-163		4	R	R
21.30	H5415, Pin D25x157-139		4	R	R
21.31	H5418, Pin D25x151-133		2	R	R

21.32	H5417, Pin D25x127-109
21.33	H5423, Pin D25x125-107
21.34	M5981, Bracket Hyd manifold
21.35	M5351, Diaphram M16-PCD165

4	R	R
4	R	R
2	R	R
8	R	R

21.36	M41675, Bolt M16x75HT
21.37	H5343, Nut set M12-2
21.38	H2614, Ganged bolts M16Fx50
21.39	M5364, Backing plate M8-D95
21.40	M5341, Damper rubber
21.41	M62222, Nut Nyloc M22
21.42	M32418, Nut M24
21.43	M42525, Nut 1.0UNF
21.44	M41635, Bolt M16x35HT
21.45	M51265, Capscrew M12x65
21.46	H5328, Bush Stepped 17x45x19.5
21.47	M41230, Bolt M12x30HT
21.48	M31612, Nut M16
21.49	M82402, Washer M24
21.50	M41030, Bolt M10x30HT
21.51	M3945, Cap screw M10x25
21.52	M5350, Washer 24.5x45x3
21.53	M82503, Washer Flat 1.0in
21.54	M61209, Nut Nyloc M12
21.55	M40815, Bolt M8x16HT
21.56	M41450, BoltM14x50HT
21.57	M1416, Split pin B5x60
21.58	M5342, Washer 13x24x3.0
21.59	H5345, Bush 12.5x15.8x11
21.60	M91604, Washer Spring M16
21.61	M31410, Nut M14
21.62	M61616F, Nut Nyloc M16F
21.63	M81002, Washer Flat M10
21.64	M80803, Washer Flat M8
21.65	M91002, Washer Spring M10
21.66	M90813, Washer Spring M8
21.67	M61007, Nut Nyloc M10
21.68	M81202, Washer Flat M12

24	R	R
16	R	R
12	R	R
2	R	R
16	R	R
8	R	R
12	R	R
4	R	R
16	R	R
2	R	R
48	R	R
84	R	R
4	R	R
6	R	R
10	R	R
16	R	R
24	R	R
4	R	R
20	R	R
40	R	R
24	R	R
4	R	R
64	R	R
64	R	R
40	R	R
24	R	R
24	R	R
6	R	R
8	R	R
16	R	R
32	R	R
10	R	R
20	R	R

21.69	M5593, Roll pin M6x40		36	R	R	
21.70	M5594, Roll pin M8x50		12	R	R	
21.71	Service and Repairs for Falcon F60-300T (A0096) Slasher x2		2x p/year	R	R	
22.	<b>Rover Raider 14/38" Cut</b>					
22.1	Drive Belt (Mowing Deck) 38" Deck 954-04062	As and when required	2	R	R	
22.2	Deck Blade (38" Deck) 942-0610A		2	R	R	
22.3	Deck Spindle (38" Deck) 918-04474		2	R	R	
22.4	Deck Wheel (Rear) 734-0973		2	R	R	
22.5	Deck Wheel (Front - 42" & 46" Deck) 734-04155		2	R	R	
22.6	Battery 925-1707D		2	R	R	
22.7	Tire (Front) 15 x 6 x 6 Round Shoulder 734-04240A		2	R	R	
22.8	Tire (Front) 15 x 6 x 6 Square Shoulder 734-1731		2	R	R	
22.9	Tire (Rear) 20 x 8 x 8 Round Shoulder 734-04241		2	R	R	
22.10	Tire (Rear) 20 x 8 x 8 Square Shoulder 734-1730		2	R	R	
22.11	Hub Cap 931-0484A		2	R	R	
22.12	Fuel Tank Cap 751-3111		2	R	R	
22.13	Fuel Tank Cap (CA Models) 751-10947		2	R	R	
22.14	Throttle Control/Choke Cable (Single Cylinder Engines) 746-04364		2	R	R	
22.15	Discharge Chute Assembly 38" Deck 931-1032B		2	R	R	
22.16	Key 925-1745A		2	R	R	
22.17	Service and Repairs for Rover Raider 14/38" Cut x1		2x p/year	R	R	
23.	<b>Reapers Agri 4.5 Meter Flex Wing Slasher</b>					
	<b>Center Deck Assembly Top Side:</b>					
23.1	SR1 Tow Hook Connection Rod	As and when required	4	R	R	
23.2	HHC Hydraulic Hose Clamp		4	R	R	
23.3	CD02 Center Deck Gear Box		4	R	R	
23.4	CG Clutch Guard		4	R	R	
23.5	CD04 Splitter Box Cover		4	R	R	
23.6	CD06 Center Deck Hydraulic Cylinder		4	R	R	

23.7	CD09 Hose Clamp Stand Short		4	R	R
23.8	CD08 Hose Clamp Stand Long		4	R	R
23.9	CD01 Main Center Deck		4	R	R
23.10	RG1 Rubber Guard 01		4	R	R
23.11	CD07 Splitter Gear Box		4	R	R
	<b>Right Wing Assembly Top Side:</b>				
23.12	RW03 Right Wing Hydraulic Cylinder	As and when required	4	R	R
23.13	RW04 Right Wing Gear Box		4	R	R
23.14	CG Clutch Guard		4	R	R
23.15	RW01 Right Wing Deck		4	R	R
23.16	TL01 Top Link		4	R	R
23.17	RG4 Rubber Guard 01		4	R	R
23.18	RWC Right Wing Clamp		4	R	R
	<b>Left Wing Assembly Top Side:</b>				
23.19	LW03 Left Wing Hydraulic Cylinder	As and when required	4	R	R
23.20	LW04 Left Wing Gear Box		4	R	R
23.21	CG Clutch Guard		4	R	R
23.22	LW01 Left Wing Deck		4	R	R
23.23	TL01 Top Link		4	R	R
23.24	RG4 Rubber Guard 01		4	R	R
23.25	LWC Left Wing Clamp		4	R	R
	<b>Center Deck Assembly Under Side:</b>				
23.26	CD01 Main Center Deck	As and when required	4	R	R
23.27	RG01 Rubber Guard 01		4	R	R
23.28	RG02 Rubber Guard 02		4	R	R
23.29	CD03 Foot Stand		4	R	R
23.30	CDRC01 Center Deck Rubber Clamp 01		4	R	R
23.31	CDRC02 Center Deck Rubber Clamp 02		4	R	R
	<b>Right Wing Assembly Under Side:</b>				
23.32	RG04 Rubber Guard 4	As and when required	4	R	R
23.33	RW01 Right Wing Deck		4	R	R
	<b>Left Wing Assembly Under Side:</b>				
23.34	RG04 Rubber Guard 4	As and when required	4	R	R
23.35	LW01 Left Wing Deck		4	R	R
	<b>Center Deck Suspension Bar Assembly:</b>				
23.36	SR3 Suspension Rod Rear Bush	As and when required	4	R	R
23.37	SR2 Suspension Rod Cap		4	R	R
23.38	CDP1 Center Deck Cylinder Pin 01		4	R	R
23.39	CDBS0 Center Deck Bar Suspension		4	R	R

	<b>Right Wing Skid Assembly:</b>				
23.40	SWP01 Skid Wear Plate 01	As and when required	4	R	R
23.41	SWP02 Skid Wear Plate 02		4	R	R
23.42	RWS Right Wing Skid		4	R	R
	<b>Left Wing Skid Assembly:</b>				
23.43	SWP01 Skid Wear Plate 01	As and when required	4	R	R
23.44	SWP02 Skid Wear Plate 02		4	R	R
23.45	LWS Left Wing Skid		4	R	R
	<b>Center Deck Suspension Bar Assembly:</b>				
23.46	CDS01 Center Deck Leaf Spring Holder	As and when required	4	R	R
23.47	CDS02 Center Deck Axle Holder		4	R	R
23.48	CDP05 Center Deck Suspension Pin 1		4	R	R
23.49	CDP05 Center Deck Suspension Pin 4		4	R	R
23.50	CD03 Center Deck Suspension Pin 2		4	R	R
23.51	CDLF Center Deck Leaf Spring		4	R	R
23.52	CD04 Center Deck Suspension Pin 3		4	R	R
23.53	CDWA Center Deck Wheel Axle		4	R	R
23.54	T01 Tyre		4	R	R
	<b>Right Wing Suspension Assembly:</b>				
23.55	RWSP04 Right Wing Suspension 04	As and when required	4	R	R
23.56	RWSP03 Right Wing Suspension Pin 3		4	R	R
23.57	RWLS Right Wing Leaf Spring		4	R	R
23.58	RWS02 Right Wing Leaf Spring Holder		4	R	R
23.59	RWSP01 Right Wing Suspension Pin 1		4	R	R
23.60	RWSB Right Wing Suspension Bar		4	R	R
23.61	RWSP02 Right Wing Suspension Pin 2		4	R	R
23.62	RWS01 Right Wing Suspension Axle Holder		4	R	R
23.63	RWA01 Right Wing Axle		4	R	R
23.64	T01 Tyre		4	R	R
	<b>Left Wing Suspension Assembly:</b>				
23.65	LWSP04 Left Wing Suspension 04	As and when required	4	R	R
23.66	LWSP03 Left Wing Suspension PIN 3		4	R	R
23.67	LWLS Left Wing Leaf Spring		4	R	R
23.68	LWS02 Left Wing Leaf Spring Holder		4	R	R
23.69	LWSP01 Left Wing Suspension Pin 1		4	R	R
23.70	LWSB Left Wing Suspension Bar		4	R	R
23.71	LWSP02 Left Wing Suspension Pin 2		4	R	R
23.72	LWS01 Left Wing Suspension Axle Holder		4	R	R
23.73	LWA01 Left Wing Axle		4	R	R
23.74	T01 Tyre		4	R	R
	<b>Center Deck Cutting Assembly:</b>				
23.75	BL1 Blades		4	R	R

23.76	HA Hub Assembly	As and when required	4	R	R
23.77	CDFP Center Deck Flail Plate		4	R	R
23.78	CACS Clevis Straps		4	R	R
<b>Right Wing Cutting Assembly:</b>					
23.79	BL1 Blades	As and when required	4	R	R
23.80	HA Hub Assembly		4	R	R
23.81	RWFP Right Wing Flail Plate		4	R	R
23.82	CACS Clevis Straps		4	R	R
<b>Left Wing Cutting Assembly:</b>					
23.83	BL1 Blades	As and when required	4	R	R
23.84	HA Hub Assembly		4	R	R
23.85	LWFP Left Wing Flail Plate		4	R	R
23.86	CACS Clevis Straps		4	R	R
23.87	Service and Repairs for Reapers Agri 4.5 Meter Flex Wing Slasher x 2		2x p/year	R	R
24	<b>Falcon F80-180-4 Slasher A0034-4</b>				
24.1	H0531A, Deck Painted 1800	As and when required	2	R	R
24.2	H1400A, Gearbox F80		2	R	R
24.3	H1260, Disk 4-M22 PCD650		2	R	R
24.4	H0406, Side panel		4	R	R
24.5	H0602, Top mast Cat2		2	R	R
24.6	T600960CE112F22, PTO shaft T60 960 112 F22		2	R	R
24.7	H0207, Flap Rear 1800		2	R	R
24.8	H0206, Flap Rear 1800		2	R	R
24.9	H1810, Blade Banana 10x90x (585)-32.5		8	R	R
24.10	H0702, PTO guard		2	R	R
24.11	H0103, Pin Hinge 1800		2	R	R
24.12	H1448, Ganged bolts 3/4UNFx2-1/2		4	R	R
24.13	H0422, Skid runner 8x90		8	R	R
24.14	H7115, Pin Btm link Cat2-125		4	R	R
24.15	M52275, Blade bolt M22-10.9 Special		8	R	R
24.16	H0632, Pin Top link Cat2		2	R	R
24.17	R0611, Chain GR5 10.0		2	R	R
24.18	M62222, Nut Nyloc M22		8	R	R
24.19	M61919, Nut Nyloc 3/4UNF		8	R	R
24.20	M0622, Shackle 7/16in 1.5T		4	R	R
24.21	H71617, Bush 16x25x17		4	R	R
24.22	M31612, Nut M16		12	R	R
24.23	M61616, Nut Nyloc M16		4	R	R
24.24	M81603, Washer M16x40x3		4	R	R
24.25	M41655, Bolt M16x55HT		4	R	R
24.26	M41650, Bolt M16x50HT		12	R	R

24.27	FLP11, Lynchpin 11mm	As and when required	6	R	R
24.28	M91604, Washer Spring M16		24	R	R
24.29	M91002, Washer Spring M10		34	R	R
24.30	M11025, Bolt+nut M10x25HT		20	R	R
24.31	M11640, Bolt+nut M16x40HT		48	R	R
24.32	M21030, Plough bolt+nut M10x30HT		48	R	R
24.33	M3003, Serial plate		2	R	R
24.34	M3187, Decal ATTENTION If your tractor is ....		2	R	R
24.35	M3171, Decal Baie Belangrik Alvorens U Die		2	R	R
24.36	M3168, Decal Bird FALCON Large		2	R	R
24.37	M3176, Decal Bird Falcon Meduim		4	R	R
24.38	M3178, Decal Blade/Lem		2	R	R
24.39	M3172, Decal DANGER STAY AWAY - ROTATING.....		2	R	R
24.40	M3149, Decal F80/180/4 Slasher		2	R	R
24.41	M3174, Decal IMPORTANT WHEN LOADING.....		2	R	R
24.42	M3173, Decal Lifting hook		2	R	R
24.43	M3175, Decal PROUD TO BE SOUTH AFRICAN		2	R	R
24.44	M3170, Decal VERY IMPORTANT BEFORE USING.....		2	R	R
24.45	M3117, Decal WARRANTY 2+3 WAARBORG.....		2	R	R
24.46	M8400, Operators manual Slashers		2	R	R
	<b>Gearbox F80 H1400A</b>				
24.47	M1413, Bearing 390	As and when required	2	R	R
24.48	M1412, Bearing 394A		2	R	R
24.49	H1414, Gear Bevel Z28/z6		2	R	R
24.50	H82802, Washer 29x50x4		2	R	R
24.51	M1415, Nut Slotted 1-1/8in		2	R	R
24.52	M41225, Bolt M12x25HT		24	R	R
24.53	M81201, Washer Star M12		16	R	R
24.54	H1410, Input cover F80		2	R	R

24.55	M1434, Shim Input 0.1 Plastic
24.56	M1411, Gasket Input F80
24.57	H1409, Shaft Input 1-3/8 Z6
24.58	M1408, Bearing LM29710
24.59	M1407, Bearing LM29749
24.60	M1404, Seal Lip 187275
24.61	M1406, O-ring 34.5x3.5
24.62	H1405, Seal Lip
24.63	M1403, Washer Tabbed KM06
24.64	H1402, Locknut M36x2.0
24.65	M1439, Plug + Dipstick
24.66	H1420A, Cover Gearbox F80
24.67	M1421A, Gasket Top F80
24.68	H1417A, Housing F80
24.69	H1428, Dust cover
24.70	M41045, Bolt M10x45HT
24.71	M31007, Nut M10
24.72	M1422, Nut Slotted 1-1/4in
24.73	M1446, Washer Hard 32x50x2
24.74	H1423, Gear Bevel Z15/z10
24.75	M1441, Shim 38x60x0.5
24.76	M1440, Shim 38x60x0.25
24.77	M1442, Shim 38x60x1.0
24.78	M1424, Bearing 3577
24.79	M1425, Bearing 3525
24.80	H1429, Retainer Domed
24.81	M1430, Bearing 28920
24.82	M1431, Bearing 28985
24.83	M1432, Seal Lip 300400

24.84	M1433, Seal Felt 75x100x12		2	R	R
24.85	H1426, Shaft Output F80		2	R	R
24.86	M1416, Split pin B5x60		4	R	R
25	Service and Repairs of Falcon F80-180-4 Slasher A0034-4 x2		2x p/year	R	R
26	<b>Titan Speeflo Powrliner 8900 XLT</b>				
26.1	779-098, Filter assembly	As and when required	2	R	R
26.2	550-290, Airless Gun		2	R	R
26.3	236-154, Motor/pump assembly		2	R	R
26.4	759-130, 12-gallon hopper		2	R	R
26.5	840-218, Bleed hose assembly w/ valve		2	R	R
26.6	103-842, Siphon hose assembly		2	R	R
26.7	506-147, Convertokit, 4.8 HP, Gasoline		2	R	R
26.8	779-564, Cart assembly		2	R	R
	<b>Hydraulic System Assembly (P/N 779-128)</b>				
26.9	313-755, Knob Decal	As and when required	2	R	R
26.10	862-414, Set Screw		2	R	R
26.11	448-243, Pressure Control Knob		2	R	R
26.12	860-520, Set Screw		2	R	R
26.13	449-195, Pulley, Fan Assembly		2	R	R
26.14	448-494, Key, pump (.156 x .156 x 13/16)		2	R	R
26.15	449-752, Hydraulic Pump		2	R	R
26.16	431-042, Tube Connector		2	R	R
26.17	858-636, Screw, HH		16	R	R
26.18	858-002, Lock Washer		20	R	R
26.19	325-031, O-Ring		2	R	R
26.20	860-528, Screw		2	R	R
26.21	860-002, Washer		4	R	R

26.22	424-283, Chain	As and when required	2	R	R
26.23	424-298, Return Hose Assembly		2	R	R
26.24	451-029, Fitting		2	R	R
26.25	449-716, Tank Cover		2	R	R
26.26	858-609, Clinch Nut		2	R	R
26.27	858-621, Socket Screw		4	R	R
26.28	859-001, Washer		4	R	R
26.29	858-624, Screw		4	R	R
26.30	449-605, Tank Gasket		2	R	R
26.31	112-208, Nipple		2	R	R
26.32	472-500, Elbow, Street		2	R	R
26.33	448-208, Inlet Screen		2	R	R
26.34	449-718, Hydraulic Tank		2	R	R
26.35	862-410, Flex Lock Nut		4	R	R
26.36	862-001, Flat Washer		12	R	R
26.37	862-002, Lock Washer		8	R	R
26.38	449-212, Plug		2	R	R
26.39	862-499, Screw, 4"		4	R	R
26.40	449-982, Shield		2	R	R
26.41	192-228, Elbow		2	R	R
26.42	449-126, Hose Clamp		2	R	R
26.43	420-250, Tubing, Teflon		2	R	R
26.44	424-284, Pressure Hose Assembly		2	R	R
26.45	192-051, Elbow		2	R	R
26.46	101-205, Ground Lug		2	R	R
26.47	451-220, Hydraulic Filter		2	R	R
26.48	449-609, Hydraulic By-Pass		2	R	R
26.49	449-626, Hydraulic fluid cap/dipstick		2	R	R
26.50	449-614, Tube Assembly		2	R	R

26.51	860-502, Nut	As and when required	2	R	R
26.52	862-438, Thumb Screw		2	R	R
26.53	862-402, Acorn Nut		2	R	R
26.54	449-107, Mounting plate retainer		2	R	R
26.55	449-135, Spacer		2	R	R
26.56	862-403, Screw, 3.5"		2	R	R
26.57	862-493, Screw, 3"		2	R	R
26.58	451-121, Elbow		2	R	R
26.59	941-555, Ball Valve		2	R	R
26.60	Blue Loctite		5	R	R
26.61	Hydraulic Sealant		5	R	R
	<b>Gas Convertokit (P/N 506-147)</b>				
26.62	860-502, Nut, Stop	As and when required	16	R	R
26.63	860-004, Washer, Flat		16	R	R
26.64	730-163, Engine, gas, 4.8 HP		2	R	R
26.65	980-307, Key		2	R	R
26.66	449-177, Pulley		2	R	R
26.67	449-144, Bracket		2	R	R
26.68	449-165, Vibration Pad		8	R	R
26.69	449-219, Mounting Plate		2	R	R
26.70	424-255, Spring		2	R	R
	<b>DC — Electric Convertokits</b>				
26.71	506-259, Cover	As and when required	2	R	R
26.72	860-501, Nut, Stop		8	R	R
26.73	860-002, Washer, Lock		8	R	R
26.74	860-004, Washer, Flat		16	R	R
26.75	860-535, Screw		4	R	R
26.76	978-040, Circuit breaker reset		2	R	R

26.77	506-257, Circuit breaker reset		2	R	R
26.78	506-260, ON/OFF Switch		2	R	R
26.79	978-350, Motor, DC-Electric, 2 HP 50/60 Hz, 115V		2	R	R
26.80	978-351, Motor, DC-Electric, 2 HP 50/60 Hz, 220 V		2	R	R
26.81	977-228, Pulley		2	R	R
26.82	590-068, Grip Handle		2	R	R
26.83	335-017, Handle		2	R	R
26.84	860-552, Screw		4	R	R
26.85	980-307, Key	As and when required	2	R	R
26.86	449-170, Mounting Plate	As and when required	2	R	R
	<b>Siphon Hose Assembly (P/N 103-842)</b>				
26.87	779-191, Hose, 52"	As and when required	2	R	R
26.88	103-679, Hose Clamp		4	R	R
26.89	509763, Tube		2	R	R
26.90	710-046, Intake Screen		2	R	R
26.91	509760, Adapter		2	R	R
	<b>Bleed Hose Assembly with Valve</b>				
26.92	944-030, Bleed Valve Assembly	As and when required	2	R	R
26.93	500-516, Hose Assembly		2	R	R
26.94	103-300, Bleed Tube		2	R	R
26.95	103-118, Diffuser		2	R	R
	<b>Bleed Valve Assembly (P/N 944-030)</b>				
26.96	944-047, Hex Screw		2	R	R

26.97	944-029, Flat Washer	As and when required	2	R	R
26.98	944-046, Spacer		2	R	R
26.99	944-034, Valve Handle		2	R	R
26.100	944-035, Spring Washer		6	R	R
26.101	944-036, Retaining Ring		2	R	R
26.102	944-029, Valve Washer		2	R	R
26.103	944-011, Valve Stem		2	R	R
26.104	944-038, Stem O-Ring		2	R	R
26.105	944-031, Valve Housing		2	R	R
26.106	944-039, Ball		2	R	R
26.107	944-043, Valve Seat		2	R	R
26.108	944-044, Valve Seal		2	R	R
26.109	944-013, Valve Seat Retainer		2	R	R
	<b>Wheel Assembly</b>				
26.110	779-018, Axle	As and when required	2	R	R
26.111	779-011, Frame		2	R	R
26.112	779-017, Spacer	As and when required	4	R	R
26.113	779-016, Wheel		2	R	R
26.114	779-019, Lock Nut		2	R	R
	<b>Cart Assembly (P/N 779-564)</b>				
26.115	757-089, Gun riser weldment	As and when required	2	R	R
26.116	779-083, Clamp assembly		2	R	R
26.117	424-226, Cable mounting clamp		2	R	R
26.118	424-224, Support arm		2	R	R
26.119	756-034, Clamping knob		10	R	R
26.120	779-106, Clamp block		2	R	R
26.121	858-644, Screw		4	R	R

26.122	858-002, Lock washer, 1/4"
26.123	424-233, Gun holder
26.124	759-057, Spring holder (long)
26.125	759-058, Return spring
26.126	858-653, Shoulder screw
26.127	858-601, Jam nut
26.128	424-249, Sleeve bearing
26.129	424-248, Flange bearing
26.130	858-603, Jam nut
26.131	424-202, Lever
26.132	860-936, Shoulder screw
26.133	757-014, Gun support bar
26.134	862-002, Lock washer
26.135	862-436, Screw
26.136	703-079, Screw
26.137	779-086, Dust cap
26.138	779-068, Taper bearing
26.139	779-085, Taper bearing seal
26.140	779-152, Gun cable
26.141	759-056, Spring holder (short)
26.142	424-229, Grease fitting
26.143	779-019, Lock nut, 3/4"
26.144	862-001, Flat washer
26.145	862-002, Lock washer
26.146	862-436, Hex screw
26.147	779-563, Bucket holder
26.148	700-784, Screw

20	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
4	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
4	R	R
2	R	R
2	R	R
2	R	R
4	R	R
4	R	R
2	R	R
4	R	R
4	R	R
16	R	R

26.149	757-022, Clamp rod	As and when required
26.150	759-110, Screw	
26.151	757-055, Plastic end cap	
26.152	770-601, Flat washer	
26.153	770-144, Lock nut, 1/4"	
26.154	779-035, Axle	
26.155	761-178, Hex screw	
26.156	779-118, Guide block	
26.157	730-148, Socket screw	
26.158	756-087, Lock spring	
26.159	759-014, Block cover	
26.160	779-046, Block	
26.161	756-037, Shoulder screw	
26.162	759-016, Shoulder screw	
26.163	779-138, Caster lock pin	
26.164	862-468, Screw	
26.165	763-549, Lock nut, 5/16"	
26.166	756-079, Cotter pin	
26.167	858-652, Screw	
26.168	424-271, Brake clamp	
26.169	862-401, Nut	
26.170	860-004, Flat washer	
26.171	424-269, Brake pad	
26.172	779-080, Pump support	
26.173	779-025, Frame	
26.174	779-121, Plastic plug	
26.175	757-050, Rear wheel	
26.176	176-919, Washer	
26.177	756-080, Spring washer	

4	R	R
4	R	R
2	R	R
8	R	R
14	R	R
2	R	R
4	R	R
2	R	R
4	R	R
2	R	R
2	R	R
4	R	R
2	R	R
2	R	R
4	R	R
2	R	R
2	R	R
8	R	R
2	R	R
4	R	R
6	R	R
2	R	R
4	R	R
4	R	R
2	R	R
2	R	R
2	R	R
4	R	R
4	R	R
6	R	R

26.178	756-078, Castle nut	As and when required
26.179	424-245, Grip	
26.180	759-015, Clevis Pin	
26.181	424-227, Selector Spool	
26.182	759-031, Cable Guide Plate	
26.183	757-092, Screw	
26.184	528246, Handlebar, Right	
26.185	704-291, Roll Pin	
26.186	590-504, Handle Sleeve	
26.187	856-921, Screw	
26.188	856-002, Lock Washer	
26.189	779-055, Handle Assembly	
26.190	424-247, Cable Clip	
26.191	862-468, Screw	
26.192	862-410, Lock Nut, 3/8"	
26.193	856-744, Screw	
26.194	759-033, Clamp Knob	
26.195	220-001, Lock Nut	
26.196	759-035, Strap	
26.197	424-203, Trigger	
26.198	424-219, Mounting Block	
26.199	424-218, Flange Bearing	
26.200	424-217, Lever Plate	
26.201	759-034, Cotter Pin	
26.202	759-481, Handle Adapter	As and when required
26.203	779-089, Throttle Control	
26.204	779-251, Trigger Lever	
26.205	528245, Handlebar, Left	
26.206	779-090, Kill Switch	

6	R	R
4	R	R
2	R	R
2	R	R
2	R	R
2	R	R
4	R	R
4	R	R
8	R	R
8	R	R
2	R	R
2	R	R
4	R	R
8	R	R
4	R	R
2	R	R
2	R	R
2	R	R
2	R	R
4	R	R
2	R	R
4	R	R
2	R	R
2	R	R
2	R	R
2	R	R

26.207	700-139, Screw		4	R	R
26.208	779-193, Screw		8	R	R
26.209	779-057, Control Plate		2	R	R
26.210	770-712, Carriage Screw		6	R	R
26.211	800-036, Grommet		4	R	R
26.212	855-914, Lock Nut		4	R	R
26.213	779-119, Control Panel Housing		2	R	R
26.214	773-932, Grommet		2	R	R
26.215	779-177, 12V Plug Adapter		2	R	R
26.216	862-498, Screw		4	R	R
26.217	862-001, Flat Washer		16	R	R
26.218	779-268, Caster Cable		2	R	R
26.219	779-152, Gun Cable		2	R	R
	<b>Hydraulic Motor</b>				
26.220	235-018, Trip Retainer	As and when required	4	R	R
26.221	141-007, O-Ring		4	R	R
26.222	325-005, Trip Spring		4	R	R
26.223	569-016, Ball, SS		4	R	R
26.224	441-908, Spool/Sleeve Set		2	R	R
26.225	441-152, O-Ring		6	R	R
26.226	235-030, Cylinder Head Plug		2	R	R
26.227	441-217, O-Ring		2	R	R
26.228	858-811, Flex Lock Nut		2	R	R
26.229	451-121, Elbow, 90°		2	R	R
26.230	235-112, Cylinder Head		2	R	R
26.231	431-032, O-Ring		4	R	R
26.232	431-053, Sleeve Retainer		2	R	R
26.233	431-054, Retainer Ring		2	R	R
26.234	192-000, Elbow		2	R	R

26.235	235-022, Piston Retainer Screw
26.236	235-014, Piston
26.237	235-027, Piston Seal
26.238	235-026, O-Ring
26.239	236-021, Valve Rod Assembly
26.240	236-948, Piston Rod
26.241	235-001, Lock Ring
26.242	236-007, Cylinder
26.243	235-028, Rod Seal
26.244	236-829, Motor/Pump Block
26.245	236-029, Motor Tube
26.246	235-125, Tee
26.247	431-019, O-Ring Kit
26.248	700-499, O-Ring

2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
2	R	R
4	R	R

**Motor Service Kit — Minor (P/N 235-050)**

26.249	141-007, O-Ring	As and when required	4	R	R
26.250	325-005, Trip Spring		4	R	R
26.251	569-016, Ball, SS		4	R	R
26.252	441-152, O-Ring		6	R	R
26.253	441-217, O-Ring		2	R	R
26.254	858-811, Flex Lock Nut		2	R	R
26.255	431-032, O-Ring		4	R	R
26.256	235-027, Piston Seal		2	R	R
26.257	235-026, O-Ring		2	R	R
26.258	235-028, Rod Seal		2	R	R

**Fluid Section**

26.259	143-019, Retaining Ring
26.260	143-120, Connecting Pin
26.261	145-031, O-Ring Teflon

2	R	R
2	R	R
4	R	R

26.262	138-153, Packing set, leather/UHMWPE/steel	As and when required	4	R	R
26.263	142-004, Upper Packing Spring		2	R	R
26.264	144-117, Displacement Rod		2	R	R
26.265	138-001, Spring Retainer		2	R	R
26.266	142-003, Lower Packing Spring		2	R	R
26.267	451-085, Outlet Valve Cage		2	R	R
26.268	138-225, Outlet Valve Ball		2	R	R
26.269	236-012, Outlet Valve Seat		2	R	R
26.270	236-032, Seal Washer		2	R	R
26.271	236-031, Outlet Valve Housing		2	R	R
26.272	144-822, Pump Cylinder		2	R	R
26.273	140-009, O-Ring		2	R	R
26.274	236-030, Wave Washer		2	R	R
26.275	236-141, Foot Valve Cage		2	R	R
26.276	178-700, Foot Valve Ball		2	R	R
26.277	143-026, Foot Valve Seat		2	R	R
26.278	143-025, Seat O-Ring		2	R	R
26.279	236-126, Foot Valve Housing		2	R	R
	<b>Filter Assembly (P/N 779-098)</b>				
26.280	930-937, Filter Cap Assembly	As and when required	2	R	R
26.281	930-020, Spring Retainer		2	R	R
26.282	930-006, Filter element, 50 M, w/ball		2	R	R
26.283	920-006, Gasket, Teflon (thick)		2	R	R
26.284	920-070, Gasket, Teflon (thin)	As and when required	2	R	R
26.285	891-193, O-Ring, Teflon		2	R	R
26.286	180-909, Seat, Tungsten Carbide		2	R	R
26.287	193-331, Elbow		4	R	R
26.288	814-002, Hex Nipple		2	R	R

26.289	730-222, Outlet Assembly	As and when required	2	R	R
26.290	227-006, Hex Nipple		2	R	R
26.291	940-553, Ball Valve		2	R	R
26.292	930-920, Filter Body		2	R	R
26.293	227-027, Pipe Plug		2	R	R
26.294	703-136, O-Ring		2	R	R
26.295	703-137, Swivel fitting assembly		2	R	R
26.296	227-033, Pipe Plug		2	R	R
26.297	812-003, Hex Nipple		2	R	R
26.298	930-050, Filter Service Kit		2	R	R
	<b>Belt Guard Assembly (P/N 449-934)</b>				
26.299	449-217, Belt Guard	As and when required	2	R	R
26.300	858-636, Screw		4	R	R
26.301	858-002, Lock Washer		4	R	R
26.302	862-411, Nut		2	R	R
26.303	449-185, Belleville Washer		2	R	R
26.304	862-001, Flat Washer		2	R	R
26.305	449-187, Clip		2	R	R
26.306	449-198, Flat Washer		2	R	R
26.307	449-166, Bolt		2	R	R
26.308	449-1006, Screw		2	R	R
26.309	759-089, Label		2	R	R
	<b>Trigger Assembly</b>				
26.310	424-219, Mounting Block	As and when required	2	R	R
26.311	856-744, Screw		2	R	R
26.312	424-203, Trigger		2	R	R
26.313	424-218, Flanged Bearing		4	R	R
26.314	759-034, Pin		2	R	R

26.315	424-229, Grease Fitting		2	R	R
26.316	759-015, Clevis Pin		2	R	R
26.317	424-217, Lever Plate		2	R	R
26.318	759-033, Knob		2	R	R
26.319	424-227, Spool		2	R	R
	<b>Accessories and Service Kits</b>				
26.320	103-627, Rock Catcher	As and when required	2	R	R
26.321	550-110, S-5 G, T, and 1/4" x 50' Hose Kit		2	R	R
26.322	550-111, S-5 G, T, and 3/8" x 50' Hose Kit		2	R	R
26.323	580-050, LX-80 G, T, and 1/4" x 50' Hose Kit		2	R	R
26.324	101-208, Grounding Clamp		2	R	R
26.325	101-212, Grounding Wire, 12 Gauge x 25'		2	R	R
26.326	314-480, Piston Lube		2	R	R
26.327	430-362, Coolflo™ Hydraulic Fluid, 1 Quart		2	R	R
26.328	430-361, Coolflo™ Hydraulic Fluid, 1 Gallon		2	R	R
26.329	144-050, Fluid Section Service Kit — Minor		2	R	R
26.330	930-050, Filter Service Kit		2	R	R
26.331	611-275-1, 6" Gun Extension		2	R	R
26.332	611-276-1, 12" Gun Extension		2	R	R
26.333	611-277-1, 18" Gun Extension		2	R	R
26.334	611-278-1, 24" Gun Extension		2	R	R
26.335	930-005, Filter element, 5 mesh, w/ball	As and when required	2	R	R
26.336	930-007, Filter element, 100 mesh, w/ball		2	R	R
26.337	759-145, Headlight Kit		2	R	R
26.338	759-120, Floating Gun Kit		2	R	R

26.339	759-130, Paint Hopper	As and when required	2	R	R
26.340	759-138, Second Gun Kit (with gun)		2	R	R
26.341	759-076, Second Gun Kit (without gun)		2	R	R
26.342	759-140, Lazer Pointer		2	R	R
26.343	759-150, Side Striper		2	R	R
26.344	424-826, Bead Dispenser, 1st Gun Kit, 4-6" line width		2	R	R
26.345	424-816, Bead Dispenser, 2nd Gun Kit, 4-6" line width		2	R	R
26.346	424-836, Bead Dispenser, 2nd Gun Kit w/Hopper, 4-6" line width		2	R	R
26.347	424-840, Bead Dispenser, 1st Gun Kit w/Hopper, 12" line width		2	R	R
26.348	424-841, Bead Dispenser, 2nd Gun Kit w/Hopper, 12" line width		2	R	R
26.349	Service and Repairs of Titan Speeflo Powrliner 8900 XLT		2x p/year	R	R
27	Supply and Deliver "Plascon Roadtect 4500" Water-based Road Marking Paint or Similar approved. 20 Litres.		100	R	R
28	Supply and Deliver "Plascon Industrial Coating Paint TP 28 Black" or Similar approved. 20 Litres.		50	R	R
29	Supply and Deliver "Plascon Industrial Coating Paint TP 88 Red" or Similar approved. 20 Litres.		50	R	R
30	Supply and Deliver "Plascon Industrial Coating Paint TP 94 Yellow" or Similar approved. 20 Litres.		50	R	R
31	Double Edge Slasher		5	R	R
32	Windsocks Standard 36"x 12' windsock (914 mm diameter x 3.7 m long). Color = RED and WHITE stripes		10	R	R
33	Safety File	Yearly	1	R	R
34	Contingency	1	1	R30 000.00	R30 000.00
35	Subtotal Year 1 Excluding VAT				R
36	Subtotal Year 2(12 Months) + price escalation Excluding VAT				R
37	Subtotal Year 3(12 Months) + price escalation Excluding VAT				R
38	Contract Total Sum Excluding VAT				R
39	Contract Total Sum Including VAT				R

\*This amount to be carried over to Form of Offer and Acceptance

Contract values will be increased/decreased according to South Africa's Consumer Price Index (CPI) at contract anniversary. For the purposes of comparison, 6% CPI should be used in the above table. The actual CPI value to be used at contract anniversary can be obtained at any reputable institution.

### **Contract value**

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

Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above.

### **Labour rates and Mark-up**

Rates include labour, equipment and spares used to conduct the service. No additional claims will be entertained/accepted

All rates to exclude VAT. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site only.

### **Detail requirements regarding staff**

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 on all equipment used to execute the work.

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

- Full Names of staff to be involved with this contract.
- Proof of previous experience gained in the field.
- Staff must be in permanent employ of the company.
- Properly trained in category of work that he or she is required to perform.
- Medically fit to execute the duties as detailed in the work scope of the contract.

### **Minimum qualifications of staff**

#### **Supervisor**

Literate, able to read, write and speak in English. Competence in OHS act regulations applicable to the work carried out. He/she must have first aid skills. He/she must be competent in the scope of

works required. Demonstrate understanding and working experience of the environmental regulations as set out in ISO 14000. OHS act for the use of chemical substances.

Labourer

- Understanding safety. Able to speak, write and read instructions in English.
- Previous work experience. Good Behaviour. No previous criminal records

## PART C3: SERVICE INFORMATION

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

# PART C3: EMPLOYER'S SERVICE INFORMATION

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## **1. Description of the service**

### **1.1. Executive overview**

**The appointment of a Contractor for the supply and delivery of Civil Equipment, on an ad-hoc basis, for a period of thirty-six months at King Phalo Airport**

The services intended for this contract include but are not limited to:

- Supply and delivery of Civil Equipment, as and when required
- Repairs and Maintenance of Civil Equipment, as and when required
- Servicing of Civil Equipment, as and when required

Servicing, repairs and maintenance include but are not limited to:

- Bush Cutters
  - FS 250 Bush Cutter
- Slashers
  - Falcon F60-300T (A0096) Slasher
  - Reapers Agri 4.5 Meter Flex Wing Slasher
  - Falcon F80-180-4 Slasher A0034-4
- Paint Machine
  - Titan Speeflo Powrliner 8900 XLT
- Chain Saws
  - MS260 Chainsaw
  - MS382 Chainsaw
- Ride on Mower
  - Rover Raider 14/38" Cut

Windsock (ICAO: Annex 14, Vol. 1 Para. 5.1.1.3)

The wind direction indicator should be in the form of a truncated cone made of fabric and should have a length of not less than 3.6 m and a diameter, at the larger end, of not less than 0.9 m.

It should be arranged in five alternate bands, the first and last bands being the darker colour.

### **1.2. Employer's requirements for the service**

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

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

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

The Contractor shall at all times remain responsible to ensure that the on-site staff compliment and maintenance regime is sufficient to maintain the service levels and system performance indicators as stipulated in the Annexes.

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

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

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

### **1.3. Interpretation and terminology**

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
<b>OHS act</b>	Occupational Health and Safety act
<b>ACSA</b>	Airports Company South Africa
<b>ICAO</b>	International Civil Aviation Organization
<b>ISO</b>	International Standards Organization

## **2. Management strategy and start up.**

### **2.1. The Contractor's plan for the service**

The service will be carried out during normal hours from (08h00 until 16h00), Monday till Friday.

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

### **2.2. Management meetings**

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

Regular meetings of a general nature may be convened as/when needed and chaired by the *Services Manager* as follows:

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Weekly on Wednesdays at 10h00	King Phalo Airport	<i>Employer, Contractor</i>

Overall contract progress and feedback	Monthly on Wednesdays at 10h00	King Phalo Airport	Employer, Contractor
--	--------------------------------	--------------------	----------------------

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

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

### **2.3. Contractor's management, supervision and key people**

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from Supervision level to the Labourers. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

Whilst the Contractor (all staff and sub-contractors) is active within the contract's physical boundaries and timeframes, all their representatives will adhere to the following:

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

### **2.4. Documentation control**

The communication document will be introduced in the inaugural meeting at King Phalo Airport. Such document will be used as a standard communication document and will be attached electronically via E-mail for record keeping and circulation.

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

Monthly progress reports should be submitted timeously by no later than the 3rd day of the following month, where reference must be made of all completed PM's and WO's.

### **2.5. Invoicing and payment**

Include a list of information which is to be shown on an invoice as per the example given below.

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

The *Contractor* shall address the tax invoice to Finance Department and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;  
 The contract number, Blanket Purchase Order Number and title ;  
*Contractor's* VAT registration number;

The *Employer's* VAT registration number 4930138393;

Description of service provided for each item invoiced based on the Price List;

Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

## **2.6. Insurance provided by the *Employer***

N/A

### **3. Health and safety, the environment and quality assurance**

#### **3.1. Health and safety risk management**

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

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

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

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

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

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

- All airside 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, emergency assembly points and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

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

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

The 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 so as to prevent fire hazards.

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

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

### **3.2. Environmental constraints and management**

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

At no time shall the Contractor:

- 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

King Phalo Airport aspire to or are registered with an ISO 14000 rating. This will need to be maintained at all times by ensuring that Environmental legislation is followed and adhered too.

### **3.3. Quality assurance requirements**

The Contractor shall ensure that works are carried out as per the Airport Company South Africa procedures.

## **4. Procurement**

### **4.1. People**

#### **4.1.1. Minimum requirements of people employed**

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from Labourer level to Supervision level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager.

Key Personnel including but not limited to:

- Site Manager/ Forman
- Health and Safety Officer
- General Labourers

#### **4.1.2. BBBEE and preferencing scheme**

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

### **4.2. Subcontracting**

#### **4.2.1. Preferred subcontractors**

No part of this Contract may be subcontracted unless with written approval from ACSA. ACSA shall be under no obligation to grant such approval. Should any part of this Contract be subcontracted the

Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the Contractor.

### **4.3. Plant and Materials**

#### **4.3.1. Specifications**

Ensure that all activities (installation + equipment & spares) are completed according to the applicable legislation and standards and acceptable quality of the Airports Company SA – which is detailed, but not limited to, the list below:

- Occupational Health & Safety (OHS) Act (act 85 of 1993)
- SABS approved product.

Note that the maximum allowances to be made provision for is indicated in the activity schedule. However, only actual quantities will be invoiced for. Should you feel, based on expertise and experience, that the listed allowance is not adequate – please indicate so on the activity schedule. This implies that all prices must be indicated per applicable unit, i.e.

- Labor = Each (per activity completed in full according to applicable published standards)
- Material / Spares = per standard length; or per meter; or per square meter

#### **4.3.2. Correction of defects**

The Contractor shall report any defects on areas that the service was rendered. The Contractor shall immediately notify the Employer's Service Manager who will then advise the correct procedure to be followed to fix the defects.

#### **4.3.3. Plant & Materials provided “free issue” by the *Employer***

The employer will provide access to the existing ablution facilities for the use by the Contractor employees.

## **5. Working on the Affected Property**

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

Safety file should be submitted and approved by the Safety department prior the commencement of the service. Inspections will be conducted by the safety department on the OHS act compliance, housekeeping and Personal Protective Clothing.

### **5.2. People restrictions, hours of work, conduct and records**

Only people with valid King Phalo Airport permits are allowed to be performing duties on the Employer's premises under the mandate of this contract. The hours of work remains 08:00 till 16:00 daily from Monday till Friday. The Contractor employees are to conduct themselves professionally during the working hours. The use of toxic substances is prohibited during the hours of work and is a dismissible offence in the company's employment policies.

The Contractor is to keep the records of the equipment inspections and servicing. As these will be required from time to time.

### **5.3. Health and safety facilities on the Affected Property**

The Contractor shall ensure that the health and safety facilities on the affected property or lack thereof are noted in the Contractor's safety plan. The Contractor shall thereafter ensure that all the Health and Safety facilities or their alternatives are accounted for in the Contractors safety plan.

### **5.4. Records of Contractor's Equipment**

The Contractor is to keep the records of the equipment inspections and servicing. As these will be required from time to time.

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

## **5.5. Site services and facilities**

### **5.5.1. Provided by the *Employer***

The Employer will provide access to the existing ablution facilities for use by the Contractors employees.

The Contractor and his/her staff will utilise the ablution facilities at the Main gate. No ablution facilities may be used in the terminal building.

### **5.5.2. Provided by the *Contractor***

The Contractor to provide appliances to be used by its employees. Such will remain the property of the Contractor and will be used in the allocated area only.

## **5.6. Control of noise, dust, water and waste**

The Contractor to ensure that measures are in place to control and minimize dust impact. The Contractor shall conserve the scarce resources such as water and electricity. Waste shall be disposed at the registered waste sites according to the Municipal By-Laws.

## **5.7. Tests and inspections**

### **5.7.1. Description of tests and inspections**

Works inspections will be carried jointly between the Service Manager of the employer and the Contractor on weekly basis to ascertain the cleanliness of the Airport.

Inspection forms must be signed off by the following ACSA representatives in order of priority based on availability:

- Service Manager
- Supervisor
- IMC Co Ordinator/Electrician
- ACSA Maintenance and engineering representative
- Other Department Manager

## **6. Drawings issued by the *Employer***

No drawing will be issued by the Employer under this contract.

## PART C4: SITE INFORMATION

King Phalo Airport  
66 Settlersway  
East London  
5201



Figure 1: Locality map of the KPA airside precinct

## ANNEXES

<b>Title</b>	<b>Annexure number</b>
Service Level Agreement	Annexure A
Permit Prices	Annexure B
Environmental Terms and Conditions	Annexure C
OHS Specifications	Annexure D

## **ANNEXURE A - SERVICE LEVEL AGREEMENT**

The services intended for this contract include but are not limited to:

- Supply and delivery of Civil Equipment, as and when required
- Repairs and Maintenance of Civil Equipment, as and when required
- Servicing of Civil Equipment, as and when required

Servicing, repairs and maintenance include but are not limited to:

- Bush Cutters
  - FS 250 Bush Cutter
- Slashers
  - Falcon F60-300T (A0096) Slasher
  - Reapers Agri 4.5 Meter Flex Wing Slasher
  - Falcon F80-180-4 Slasher A0034-4
- Paint Machine
  - Titan Speeflo Powrliner 8900 XLT
- Chain Saws
  - MS260 Chainsaw
  - MS382 Chainsaw
- Ride on Mower
  - Rover Raider 14/38" Cut

Windsock (ICAO: Annex 14, Vol. 1 Para. 5.1.1.3)

The wind direction indicator should be in the form of a truncated cone made of fabric and should have a length of not less than 3.6 m and a diameter, at the larger end, of not less than 0.9 m.

It should be arranged in five alternate bands, the first and last bands being the darker colour.

## ANNEXURE B - PERMIT PRICES

### Permit Costs

Type of permit/ Course	Amount Incl VAT	Amount Excl VAT
EFF 1ST JULY 2014 (Hayley Grimley)		
VEHICLE ADD ON VPAF	R 4,082.39	R 3,581.04
VEHICLE PERMIT 1 YEAR	R 1,213.75 R	1,055.44
	<hr/>	<hr/>
	R 5,296.14 R	4,636.48
<hr/>		
PERMANENT PERMIT 2YRS	R 259.56	225.71
AVOP PERMIT 2 YRS	R 72.76	63.27
<hr/>		
TEMPORARY PERMITS 1 DAY	R 36.17	R 31.45
TEMPORARY PERMITS 2 - 5 DAYS	R 50.37	43.8
TEMPORARY PERMIT 6 DAYS AND OVER	R 259.56	225.71
<hr/>		
TEMPORARY VEHICLE PERMIT 1 DAY	R 43.61	37.92
TEMPORARY VEHICLE PERMIT 2 DAYS	R 81.90	71.22
TEMPORARY VEHICLE PERMIT 3 DAYS	R 120.21	104.53
1 - 3 MONTHS TEMPORARY VEHICLE PERMIT	R 303.17	263.63
4 - 6 MONTHS TEMPORARY VEHICLE PERMIT	R 598.90	520.79
6 - 12 MONTHS TEMPORARY VEHICLE PERMIT	R 1,213.75	1055.44
<hr/>		
AIT COURSE 2 YRS	R 378.97	329.54
AVOP COURSE 2 YRS	R 378.97	329.54
AIT REFRESHER COURSE 2 YRS	R 265.28	230.68
AVOP REFRESHER COURSE 2 YRS	R 265.28	230.68
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NON ATTENDANCE OF AIT & AVOP COURSE	R 3,550.75	
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DAMAGED PERMIT - REPRINT	R 145.52	126.54
CATEGORY UPGRADE	R 145.52	126.54
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CELL PHONE PERMIT	61.17	53.19
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LOST PERMIT1st	404.24	351.51
LOST PERMIT2nd	585.06	508.75

## **ANNEXURE C – ENVIRONMENTAL TERMS AND CONDITIONS**

### ***ACSA Service & Maintenance Contractors***

#### ***Environmental Terms and Conditions to Commence Work - EMS 048***

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

<b>ISSUE</b>	<b>REQUIREMENT</b>
<b>Environmental Policy</b>	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed Contractor staff.
<b>Storm water, Soil and Groundwater Pollution</b>	<ul style="list-style-type: none"><li>• No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources.</li><li>• Any pollution that risks contamination of these resources must be cleaned up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required.</li><li>• Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the Contractor's responsibility to determine the location of these areas.</li><li>• No leaking equipment or vehicles shall be permitted on the airport.</li></ul>
<b>Air Pollution</b>	<ul style="list-style-type: none"><li>• Dust: Dust resulting from work activities that could cause a nuisance to employees, or the public shall be kept to a minimum.</li><li>• Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities.</li><li>• Fires: No open fires shall be permitted on site.</li></ul>
<b>Noise Pollution</b>	<ul style="list-style-type: none"><li>• All reasonable measures shall be taken to minimise noise generated on site as a result of work operations.</li><li>• The Contractor shall comply with the applicable regulations with regard to noise.</li></ul>
<b>Waste Management</b>	<ul style="list-style-type: none"><li>• Waste shall be separated as general or hazardous waste.</li><li>• General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible.</li><li>• Under no circumstances shall solid or liquid waste be dumped, buried or burnt.</li><li>• Contractors shall maintain a tidy, litter free environment at all times in their work area.</li><li>• Contractors must keep on file:<ol style="list-style-type: none"><li>1. The name of the contracting waste company</li><li>2. Waste disposal site used</li><li>3. Monthly reports on quantities – separated into general, hazardous and recycled</li><li>4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li><li>5. Copy of waste permit for disposal site</li></ol></li></ul> <p>This information must be available during audits and inspections.</p>

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

### **Penalties**

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

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, landowners and/or members of the public may institute against the Contractor. Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final.

In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: \_\_\_\_\_ (airport name).

## **ANNEXURE D – OSHE SPECIFICATIONS**

Contractor/Stakeholder Name:		Contract Number	
Project Manager:		Airport:	
Area where work is to be performed:		Dated	
Scope of Work			
No.	Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments
1.	Mandatory OHS appointments Section 16(1), 16(2) & 8(2)		Required
	SHE Representative		Required
	First Aider(s) (Must have formal competency)		Required
	Fire Marshall	n/a	
	Supervisors		Required
	Lifting supervisor	n/a	
	Construction 5(k)	n/a	
	CR 8(1) Construction work Manager (Must have formal competency)	n/a	
	CR 8(2) Assistant Construction work Manager	n/a	
	CR 8(5) Construction H&S Officer (Must have formal competency)	n/a	
	CR 8(7) Construction work Supervisor	n/a	
	CR 8(8) Assistant Supervisor (Must have formal competency)	n/a	
	Fall protection planner (Must have formal competency)		Required
	CR 13(1)(a) Excavation Supervisor (Must have formal competency)	n/a	
	Risk Assessor (Must have formal competency)		Required
	Incident Investigator		Required
	CR 16(1) /SANS 085 Scaffolding Inspector (Must have formal competency)	n/a	
	CR 18(1) Rope Access Supervisor (Must have formal competency)	n/a	
	CR 24 & EMR 9 Electrical Tool Inspector		Required
	CR 29(H) Fire Fighting Equipment Supervisor (Must have formal competency)	n/a	
	CR 23 Construction Vehicles & Mobile Plant Operator	n/a	
	GSR 13 Ladder Inspect	n/a	
	Portable (Hand) Tool inspector		Required
	CR 28(a) Stacking and Storage Supervisor (Must have formal competency)	n/a	
	HCS Supervisor (HCS Regulations)		Required

	OHSA 19 SHE Committee Members (If more than 2 SHE Reps on site)	n/a	
	Covid-19 compliance officer	n/a	
2.	Scope of work		Required
3.	Covid-19 Policy	n/a	
4.	Risk assessments		Required
5.	Equipment and tools list		Required
6.	Safe working procedures including covid-19 response procedure	n/a	
7.	Procedure for employees refusing to work due to covid-19	n/a	
8.	Toolbox talks	n/a	
9.	Induction records of employees on covid-19	n/a	
10.	Reporting of OHS Surveillance Data to DoH	n/a	
11.	Vulnerable employee's declaration process	n/a	
12.	Daily screening process for employees and visitors	n/a	
13.	MoU or contract for secondary screening of symptomatic persons at work	n/a	
14.	PPE issue records for employees (inclusive of cloth masks)		Required
15.	ACSA Safety, Health and Environmental Induction		Required
16.	Signed Section 37(2) Agreement (ACSA & Principal Contractor/Principal contractor & Subcontractor is sub-contracting)		Required
17.	Valid Letter of Good Standing		Required
18.	Method Statement		Required
19.	Project Specific SHE Plan	n/a	
20.	Fall protection and rescue plan where applicable	n/a	
21.	Lifting plan where applicable	n/a	
22.	Valid <a href="#">Medicals</a> fitness certificates as per Annexure 3 of the CR 2014 regulations		Required
23.	ID copies of the employees on-site		Required
24.	Pre-populated WCL2 form	n/a	
25.	Emergency Plan and Contact details for emergencies		Required
26.	Proof of competencies		Required
27.	<a href="#">Notification of construction work</a> or <a href="#">Construction Permit</a> if applicable.	n/a	
28.	Signed Environmental Terms and Conditions to Commence Work – <a href="#">EMS 048</a> attached		Required
29.	Approved Airside Safety Plan		Required
30.	Register of sub-contractors and activities to be undertaken	n/a	If required for sub-contractor to be used
31.	Select relevant high-risk activity to be performed. <ul style="list-style-type: none"> <li>• Work at Heights</li> </ul>		

	<ul style="list-style-type: none"><li>• Hot Work</li><li>• Work on Electricity</li><li>• Work in Confined Space</li><li>• Excavation</li><li>• Work on machinery</li><li>• Other</li></ul>	X X (Repairs & Maintenance)	
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