

Confidential



36 MONTHS STANDBY DIESEL GENERATOR MAINTENANCE CONTRACT AT WESTERN PRECINCT

A contract between Airports Company South Africa SOC Limited

Reg. No 1993/004149/30 VAT no 4930138393

and

Registration Number

Contract Number

Confidential

Contents

The Contract

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C3	Service Information
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Part C4: Site information

C4	Site Information
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C1.1 Form of Offer and Acceptance Offer

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

MAINTENANCE OF STANDBY DIESEL GENERATOR AT WESTERN PRECINT

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

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

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

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

for the Contractor

Signature Date

Name Capacity

(Name and
address of
organisation)

.....

Name and
signature
of witness Signature

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

Acceptance

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

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The terms of the contract, are contained in:

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

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the Tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The contractor shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

for the Employer

Signature Date

Name Capacity

(Name and address of organisation) Airports Company South Africa
Western Precinct, Aviation Park
1 Jones Road
Kempton Park
1632

Name of witness Signature

Schedule of Deviations

1 Subject
Details
.....
.....

2 Subject
Details

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.....

.....

.....

3 Subject

Details

.....

.....

.....

4 Subject

Details

.....

.....

.....

5 Subject

Details

.....

.....

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

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

C1.2 Contract Data

Precedence in interpretation of the contract:

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

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

General Conditions of Contract

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

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

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

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

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X4: Parent company guarantee
		X17 Low Service Damages
		X18: Limitation of Liability (as amended in Option Z)
		X19 Task Orders
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT no 4930138393
	Address	Western Precinct, Aviation Park 1 Jones Road Kempton Park 1632
	Tel No.	+27 11 723 1400
10.1	The <i>Service Manager</i> is:	TBC
11.2(1)	The <i>Accepted Plan</i> is	Section C3 of this document, including Annexes thereto as submitted by the <i>Contractor</i> and accepted by the <i>Service Manager</i>
11.2(2)	The <i>Affected Property</i> is	OR
11.2(13)	The <i>service</i> is	The maintenance of Standby Diesel Generators infrastructure as set out in Part C3: <i>Service Information</i>.

11.2(14) The following matters will be included in the Risk Register

Electrocution from inadequate isolation of power source
Dual feed and ring feed supply

11.2(15)	The <i>Service Information</i> is in	the section titled Service Information included as section C3 of this document.
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	5 calendar days from Contract Date
2	The Contractor's main responsibilities	detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	Signed by ACSA
30.2	The <i>Service Period</i> is	Thirty-six (36) months from the <i>starting date</i>,
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	on the 15th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.

6	Compensation events	No data is required for this section of the <i>conditions of contract</i> .												
7	Title	No data is required for this section of the <i>conditions of contract</i> .												
8	Risks and insurance	Refer to part C1.4												
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	(i) Insurance against loss of or damage to the <i>services</i>, Plant and Materials comprising Contract Works Insurance, SASRIA Special Risks Insurance and Marine & Air Cargo insurance; and (ii) Insurance (Public Liability Insurance) against liability for loss or damage to property (except the <i>services</i>, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with the contract; Note: The terms and other matters applicable to these insurances provided by the Employer (and to insurances generally) are detailed in the insurance schedule attached as section C1.4 to the <i>contract</i> ("the Insurance Schedule").												
83.1	The <i>Contractor</i> provides these additional insurances	Contract Works Insurance Public Liability Insurance Note: The terms and other matters applicable to this insurance provided by the Employer are likewise detailed in section C1.4 to the <i>contract</i>.												
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to section C1.4.												
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i> .												
10	Data for main Option clause													
A	Priced contract with price list	refer to section C2.1 and C2.2.												
11	Data for Option W1													
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below												
<table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 gandi@badela.co.za</td></tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001 Errol.tate@mweb.co.za</td></tr> <tr> <td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800 salimebrahim@mweb.co.za</td></tr> </tbody> </table>			Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 gandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@mweb.co.za
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W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
	The place where arbitration is to be held is	Johannesburg, South Africa.
	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
Option A	The Contractor prepares forecasts of the final total of the Prices for the whole of the <i>Services</i> at intervals no longer than 4 weeks.	

12 Data for secondary Option

X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> . Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary Option
X4	Parent company guarantee	No data is required for this secondary Option
X17	Low service damages	If the Contractor produces substandard work the Employer can -insist the <i>Contractor</i> corrects the Defects to provide the quality specified in the service information -recover the cost of having it corrected by other people if the <i>Contractor</i> fails to correct the Defect within the specified time or - accept the Defect and a quotation from the <i>Contractor</i> for reduced Prices in return for a change to the service information Refer to Low Service Table in ANNEX C For low service damages
X18	Limitation of liability	

X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The total of the Prices
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to:	The total of the Prices
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, 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. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; infringement of an intellectual property right
X19	Task Order	The task order is work within the <i>Service</i> which the <i>Service Manager</i> may instruct the <i>Contractor</i> to carry out within a state period of time

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

Amendments to the Core Clauses	
Z1	Interpretation of the law
Z1.1	Add to core clause 12.3: Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	Providing the Service:

Z2.1	Delete core clause 20.1 and replace with the following:
	The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
	Amendment to the Secondary Option Clauses
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

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

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

Z11 Confidentiality

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

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

Z11.3 This undertaking shall not apply to –

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

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

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

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

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

Z12 Employer's Step-in rights

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

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

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

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

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

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

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

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

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

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

Z14.5.3 the proper use of the Works.

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

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2	Appointment of the Arbitrator																									
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Z16	Notification of a compensation event																									
Z16.1	Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption."																									
Z17	BBBEE and Tax Clearance Certificates																									
Z17.1	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate and a Tax Clearance Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.																									
Z18	Communication																									
Z18.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Service Manager</i> 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 <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.																									
Z19	Delegation																									
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:																									
Z19.1	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.																									

C1.2 b - DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No Email Address:	
	Represented by: Title: Address: Telephone: Email Address:	
	The <i>direct fee percentage</i> is:% The <i>subcontracted fee percentage</i> is:%	
11.2	The <i>working areas</i> are	refer to C3 'Service Information'
24.1	The <i>Contractor's key persons</i> are:	CV's to be appended to resource proposal
1.	Name: Responsibility: Qualifications: Experience:	
2.	Name: Responsibility: Qualifications: Experience:	
3	Name: Responsibility: Qualifications: Experience:	

4	Name:
	Responsibility:
	Qualifications:
	Experience:
11.2	The following matters will be included in the Risk Register
	The plan identified in the Contract Data is In Section C3, the Service Information
Option A	The <i>price list</i> is In Section C2.2 of the Pricing Data of this contract
Option A	The tendered total of the Prices is R (excluding VAT)
	(in words)
	 (excluding VAT)

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

Physical Address:

Airport Company South Africa

Western Precinct, Aviation Park
1 Jones Road
Kempton Park
1632

Hereinafter referred to as "Client"

Name of organisation:

Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA.
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates.
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA.
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations.
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended.
- "The COIDA Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

4. SHE Risk Management

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

5. MEDICAL EMERGENCY RESPONSE

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

6. APPOINTMENTS AND TRAINING

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

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non- compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

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

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

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

13. INCIDENT REPORTING AND INVESTIGATION

- 13.1 All Safety, Health and Environmental Incidents shall be reported to the Client OHS and Safety Department within two hours from the time of occurrence via a phone call, sms or email or before end of shift. This shall be followed by a formal report in a form of a preliminary report within fourth eight (48) hours.
- 13.2 All incidents referred to in Section 74 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be providing with copies of any written documentation and medical reports relating to any incident.
- 13.3 The Client retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 82 of the OHS-Act into such incident.
- 13.4 The Client reserves a right to hold its own investigation into any incident where it deems it is not satisfied with the incident investigation or where the severity of the incident is fatal or damage beyond a value of 1 million and above.

14. SUB CONTRACTORS

- 14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 14.2 The Mandatary shall ensure that the sub-contractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE files, SHE Plans associated with the work.

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.
- 16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

19.1 Entry to the airside is subjected to Aviation Safety Requirements in line with Client Substance Abuse Policy. No intoxicating substance of any form shall be allowed on site where airside or land side. Any person suspected of being intoxicated shall not be allowed on the site. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

21. PLANT, MACHINERY AND EQUIPMENT

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

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

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

22. USAGE OF THE CLIENT'S EQUIPMENT

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

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

23. PERMIT MANAGEMENT

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

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

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

INDEMNITY

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

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:

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

28. FURTHER UNDERTAKING

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

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

ACCEPTANCE BY MANDATARY

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

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

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

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

DATE

Witnesses:

1. _____

2. _____

2 SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____

C1.4 ACSA Insurance Schedule

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

Confidential



Annex B

INCIDENT ADVICE FORM

NOTE: PLEASE SEND A COPY HEREOF TO ACSA HEAD OFFICE

Send to: *From:

Aon South Africa (Pty) Ltd - Construction & Engineering

Attention: Priscilla Hart
1 Sandton Drive
Sandhurst, Sandton
2196
Tel No: +27 (11) 944 7974
E- mail: priscilla.hart@aon.co.za

*Please provide name of contracting company, site address, telephone, fax numbers and e-mail.

DATE OF LOSS:

REPORTED TO SITE AGENT BY: DATE

REPORTED TO AON SOUTH AFRICA BY: DATE

Locality of Incident:

How did the loss /damage/injury/death occur (cause)?

Confidential



Details and nature of loss /damage/injury/death:

Names and address of witnesses:

Estimated cost of repairs, if applicable (Separate records of all costs must be kept):

Who or what appears to be responsible for the loss /damage/injury/death:

Confidential



Person whom assessor should contact:

Telephone, fax number and e-mail:

SIGNED BY:

SIGNATURE:.....

COMPANY:

DATE:

C2.1 Pricing Instructions

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

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

C2.2 Price List

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.

Part 1 - Preliminary & General

Item no.	Activity Description	Frequency	Quantity (per year)	Amount (per single item)	Total (per year)
1	OHS ACT Safety Plan, environmental compliance & Other statutory obligations (safety file preparations)	Once-off	1	R	R
2	Full PPE	Once-off	1	R	R
Preventative Maintenance Sub-Total A (per year)					R

- By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).
- Travelling time charges or allowances will not be paid separately and where applicable must be included in the rates above.
- A Parking access card will be applied for and issued in order to facilitate access through the entrance and exit booms. This card is payable in cash at the start of each calendar month – at the Parking Office. This card shall only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for personal use shall be penalised at R500.00 per occurrence.
- It is important to note that not all amounts above are payable in any one month. Since this is an activity schedule only the activities performed and completed shall be claimed for at invoice date and paid for accordingly
- Personal Permit shall be paid at permit office (permit is valid for 2 years)

Part 2 – Contract Management and Insurance

Item no.	Activity Description	Frequency	Quantity	Amount (per single item)	Total
1	Contract Management and administration (including required reporting such as monthly reports, spares inventory, management reports, office overheads, parking, etc.).	Quarterly	4	R	R
2	Insurance (All ACSA required insurance) - Premiums	Annually	1	R	R
3	Permits (Vehicle, Personal, Medicals for all staff)	Twice	2	R	R
4	Training (Induction, Security Awareness)	Twice	2	R	R
Total price list for Part 2 – Contract Management and Insurance					R

Labour Rates and Mark-up

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

Resource	Description	Qty	Rate/Hour
Technician	Normal Hours	1	R
	After Hours	1	R
	Sunday/Public Holidays	1	R
Electrician	Normal Hours	1	R
	After Hours	1	R
	Sunday/Public Holidays	1	R
Diesel Mechanic	Normal Hours	1	R
	After Hours	1	R
	Sunday/Public Holidays	1	R
Technical Assistant	Normal Hours	1	R
	After Hours	1	R
	Sunday/Public Holidays	1	R
Safety Officer	Normal Hours	1	R
	After Hours	1	R
	Sunday/Public Holidays	1	R
Engineer / OEM Specialist	Normal Hours	1	R
	After Hours	1	R
	Sunday/Public Holidays	1	R
Full Condition Assessment and System Performance Analysis	Six Months Interval	2	R

^aAll rates to exclude vat. Subject to 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.

Non-Scheduled Parts (Mark-Up in Percentage)

Mark-up (third party procured items/services)

Cost ^b	Mark-up %
R 0 – R 2 000	%
R2001-R10 000	%
R 10 001-R50 0000	%

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

Contract value

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

Part 3 - Standby Diesel Generator Annual Servicing of Engines and Breakers

Item	Description	Unit	Qty	Annual Amount
1	Annual Servicing of Diesel Engine (1 650 kVA)	Each	2	R
2	Annual servicing of breakers (MCB 1250A)	Each	6	R
Total price list for Part 3 - Annual Servicing of Engines and Breakers				R

Part 4 - Diesel Pressure Testing

Item	Substation	Unit	QTY	Amount
1	Western Precinct above-ground (23 000L)	Each	1	R
Total price list for Part 4 - Diesel Pressure Testing				R

Part 5 - Diesel Bulk Tank and Fuel Level Sensors

Item	Substation	Unit	QTY	Amount
1	Western Precinct above-ground (23 000L)	Each	1	R
Total price list for part 5 - Bulk Tank and Fuel Level Sensors				R

Part 6 – Critical Spares inventory

Description	Unit	QTY	Amount
Heater Jackets (3kW)	Each	4	R
Hoses	Each	4	R
Radiator caps	Each	2	R
Fuse	Each	4	R
Valves	Each	2	R
150 Amp.hr batteries	Each	4	R
Total price list for part 6 - Critical Spares Inventory			R

STANDBY DIESEL GENERATORS ANNUAL MAINTENANCE VALUE

Description	Total (excluding VAT)
Part 1 - Preliminary & General	
Part 2 – Contract Management and Insurance	
Part 3 - Standby Diesel Generator Annual Servicing of Engines and Breakers	
Part 4 - Diesel Pressure Testing	
Part 5 - Diesel Bulk Tank and Fuel Level Sensors	
Part 6 – Critical Spares inventory	
Provisional Sum	R 300 000.00
Year 1 Contract Value	R

STANDBY DIESEL GENERATORS 3 YEARS MAINTENANCE VALUE

Description	Total (excluding VAT)
Escalation Rate (CPI)	5.4 %
Year 1 Contract Value Exclude CPI	R
Year 2 (Year 1 – (Part 1 - Preliminary & General) + CPI)	R
Year 3 (Year 2 + CPI)	R
Thirty-Six (36) Months Contract Value (Year 1 + 2 + 3)	R

Commented [MS1]: Contracts to advice

***The Thirty-Six (36) Months contract value to be carried over to Form of Offer and Acceptance**

Detailed requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable on Standby diesel generator engines, Controls and the pressure testing of above-ground tank working on a factory set generators. The ability to repair all the fuel tank sensors.

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

- ☐ Full Names
- ☐ Proof of qualifications and work experience on maintaining similar equipment system.

Minimum qualifications of staff

ELECTRICAL TECHNICIAN

- Supervise the safe execution of the maintenance activities
- National N Diploma in Electrical Engineering, or Higher
- First Line supervisory
- With more than 2 years' supervisory experience
- Knowledgeable with synchronized generators with or without island mode
- Must have knowledge of supervisor responsibilities under the OHS act and applicable laws

ELECTRICIANS

- Trade tested Electricians, with traceable qualifications.
- Three (3) or more years' post qualification experience relevant to the maintenance of Standby Diesel Generators and controls
- Authorised to sign-off on all maintenance activities and verify that the system is safe and fit for use
- Must have troubleshooting skills on standby diesel generators and controls

DIESEL MECHANIC

- Trade tested Diesel Mechanic, with traceable qualifications.
- Three (3) or more years' post qualification experience relevant to the maintenance of Standby Diesel Generators engines and generator controls
- Authorised to sign-off on all maintenance activities and verify that the system is safe and fit for use
- Must have troubleshooting skills on standby diesel generators and controls

SAFETY OFFICER

- Safety qualification, N6 or Higher
- With more than 1-year experience
- Must have knowledge of the responsibilities under the OHS act and applicable laws

TECHNICAL ASSISTANT

- Must be in permanent employ of the company for the duration of the contract
- Properly trained in category of work that they are required to perform
- Properly trained and familiar with the dangers of working with electricity, hazardous chemicals and moving machinery.

RETURNABLE DOCUMENT: QUALIFICATIONS AND EXPERIENCE FOR KEY RESOURCES

ELECTRICAL TECHNICIAN

- a) The Electrical Electrician must have a National N Diploma or higher degree in Electrical Engineering (Attach qualifications).
- b) Proof that the Electrical Technician has more than 2 years' supervisory experience in safe execution of the generator maintenance, Installation, testing, commissioning and repairs or similar projects (Post obtaining qualifications).

Full Names:	
Name of current position:	
Qualifications: (National N Diploma or Higher)	
Outline of RELEVANT experience of projects implemented in the Electrical Infrastructure projects	
Project Name/ Description	
High level Scope of Work	

Electrical Technician Responsibilities	

Confidential



- 1. *Attach CV's of project personnel to this page*
- 2. *Attach proof of qualifications (National N Diploma or Higher).*
- 3. *You can add more projects on this returnable.*

Company Director Name	
Company Name	
Company Director Signature	
Date	

ELECTRICIAN

- a) The electrician must have a trade tested in electrical (Attach qualifications).
- b) Proof that the electrician three (3) or more years' post qualification experience relevant to the maintenance of standby diesel generators, controls, testing, commissioning and repairs or similar projects (Post obtaining qualifications).

Full Names:	
Name of current position:	
Qualifications: (Trade test)	
Outline of RELEVANT experience of projects implemented in the Electrical Infrastructure projects	
Project Name/ Description	
High level Scope of Work	

Electrician Responsibilities	

Confidential



- 1. *Attach CV's of electrician personnel to this page*
- 2. *Attach proof of qualifications (trade test).*
- 3. *You can add more projects on this returnable.*

Company Director Name	
Company Name	
Company Director Signature	
Date	

DIESEL MECHANIC

- a) The diesel mechanic must be trade tested in diesel mechanic (Attach qualifications).
- b) Proof that the diesel mechanic has three (3) or more years' post qualification experience relevant to the maintenance of standby diesel generators, controls, testing, commissioning and repairs or similar projects (Post obtaining qualifications).

Full Names:	
Name of current position:	
Qualifications: (Trade Test)	
Outline of RELEVANT experience of projects implemented in the Electrical Infrastructure projects	
Project Name/ Description	
High level Scope of Work	

Diesel Mechanic Responsibilities	

Confidential



- 1. *Attach CV's of diesel mechanic to this page*
- 2. *Attach proof of qualifications (Trade Test).*
- 3. *You can add more projects on this returnable.*

Company Director Name	
Company Name	
Company Director Signature	
Date	

SAFETY OFFICER

- a) The safety officer must have Safety qualification, N6 or Higher in safety (Attach qualifications).
- b) Proof that the safety officer has more than one (1) year experience in safety (Post obtaining qualifications).

Full Names:	
Name of current position:	
Qualifications: (N6 or Higher in safety)	
Outline of RELEVANT experience of projects implemented in the Electrical Infrastructure projects	
Project Name/ Description	
High level Scope of Work	

Safety Officer Responsibilities	

Confidential



- 1. *Attach CV's of safety officer to this page*
- 2. *Attach proof of qualifications (N6 or Higher in safety).*
- 3. *You can add more projects on this returnable.*

Company Director Name	
Company Name	
Company Director Signature	
Date	

Confidential



Functionality / Technical Evaluation

- 1) Points allocated for Functionality shall be evaluated in accordance with the criteria listed below. An overall threshold of **75 points out of 100** must be achieved for the tender to pass functionality.

Note: Subcontractors' experience and subcontractors' resources will not be considered for evaluation (This evaluation is for a principal contractor).

1.	Company Experience	Score	Contractor Score
1.1	a) The Company must provide proof of previous experience in maintenance of Standby Diesel Generators of above 550 kVA b) The Company must provide reference letters (reference letter with a client letter head) indicating previous experience, references to be traceable and contactable to allow verification of the track record provided Two reference letters will score the company 20 points . Three reference letters will score the company 30 points	30	
2.	Qualifications for Key Resources	Score	Contractor Score
Notes: Qualification is mandatory, without qualifications the experience will not be considered or scored.			
2.1	Electrical Technician a) The Electrical Electrician must have a National Diploma or higher degree in Electrical Engineering (Attach qualifications).	5	
2.2	Electrician a) The electricians must have a trade tested in electrical (Attach qualifications)	15	
2.3	Diesel Mechanic a) The diesel mechanic must have a trade tested in electrical (Attach qualifications)	10	
2.4	Safety Officer a) The safety officer must have Safety qualification, N6 or Higher in safety (Attach qualifications).	5	
3.	Experience for Key Resources	Score	Contractor Score
Notes: Experience is mandatory, without the experience, will not be considered or scored.			
3.1	a) Proof that the Electrical Technician has more than 2 years' supervisory experience in safe execution of the generator maintenance, Installation, testing, commissioning and repairs or similar projects (Post obtaining qualifications).	5	
3.2	b) Proof that the Electrician has three (3) or more years' post qualification experience relevant to the maintenance of standby diesel generators, controls, testing, commissioning and repairs or similar projects (Post obtaining qualifications).	15	
3.3	c) Proof that the Diesel Mechanic has three (3) or more years' post qualification experience relevant to the maintenance of standby diesel generators, controls, testing, commissioning and repairs or similar projects (Post obtaining qualifications)	10	
3.4	d) Proof that the Safety Officer has more than one (1) year experience in safety (Post obtaining qualifications).	5	
4.	Total	100	

Confidential



Description of Quality criteria	Score	Contractor Score
1. Company Experience	30	
2. Qualification for Key Resources		
a) Electrical Technician	5	
b) Electrician	15	
c) Diesel Mechanic	10	
d) Safety Officer	5	
3. Experience for Key Resources		
a) Electrical Technician	5	
b) Electrician	15	
c) Diesel Mechanic	10	
d) Safety Officer	5	
Total	100	

Bidders who also fail to achieve the minimum score per criteria will be disqualified and not be eligible for further evaluations.

PART C3: EMPLOYER'S SERVICE INFORMATION

1. DESCRIPTION OF THE SERVICE

The objective is to maintain the serviceability of Standby Diesel Generator at Western Precinct in a sustainable manner for two (2) 1650kVA, following OEM and industry best practice intervals, at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation such as OHSACT, ORHVS, SANS, ICAO, and IEC.

This scope entails the maintenance and repair of Standby Diesel Generator at Western Precinct. In brief, maintenance involves servicing, troubleshooting, repairs on the standby diesel generator engines and all fuel tanks (Above ground), and testing of all standby diesel generator engines/ controls/ communication system/ fuel system sensors, callouts and spares procurement for the entire system, but are not limited to the following key points.

The scope includes:

PREVENTATIVE MAINTANANCE OF STANDBY DIESEL GENERATORS AND FUEL SYSTEM

Engine

- Replace engine lubricating oil, remove and dispose used oil from the ACSA site in a regulatory compliant manner.
- Replace oil, fuel and coolant filters and add corrosion inhibitor, as needed.
- Replace oil in hydraulic governors (where applicable).
- Check all spark plugs, ignition condenser, cap, rotor, wires and points, cleaned and adjusted
- Checked oil, water or fuel leaks
- Checked engine wiring
- Stop or stop solenoid working properly
- Speed governor working properly
- V-belts checked
- Couplings, bolts and flexible joints checked and repaired accordingly

Safety protection shutdown alarm tests.

- Emergency stop button on generator tested
- Low oil pressure shutdown tested
- High engine temperature tested
- Low fuel level tested
- Start fail tested
- Low battery voltage alarm tested
- Charging alternator fail tested
- Generator min. & max. voltage alarm tested
- Engine overspeed tested
- Over/ under frequency tested
- Generator overload tested
- Engine stop failure tested

Alternators

- Voltage L1-L2 V , L2-L3 V
- L3-L1 V ,L1-N V
- L2-N V , L3-N V , N V
- AMPS L1 A, L2 A, L3 A, N A
- Generator load kW ,kVA , kVA
- Alternator frequency Hz
- Alternator brushes

Battery and charging system tests

- Battery condition checked & replaced where necessary
- Battery terminals & cables checked and cleaned
- Battery voltage
- Ventilation system of battery box fan in good working condition
- Battery charger checked

Cooling Systems

- Radiator/ heating exchanger checked and serviced where necessary, airflow good
- Coolant – Add corrosion inhibitor checks and servicing
- Hose and connections check and servicing
- Fan belts checks and servicing
- Jacket water heater checks and heating properly
- Water pump checks and servicing
- Thermostat checks and servicing
- Check the radiator pressure cap and replace where necessary
- Water level switch installed and working
- Coolant level correct
- Mixture of coolant at -40 degrees freeze point

Fuel Systems

- Inspect Fuel Tank
- Fuel cut fire link (fusible link) safe and in good working condition
- Fuel lines connections
- Inspect Governor and Controls and check if working properly
- Supply and install new fuel filters – Primary/ Secondary
- Check fuel pressure pump and sensors functionality checked
- Fuel level alarms on 30% warning and 10% cut off
- Pressure testing of the U/G fuel line in accordance to SANS 10089 part 3 (33/37 - B.1.1.4)

Miscellaneous equipment

- Fire extinguisher equipment in good working condition and not expired
- The generator canopy condition
- Lighting in generator room
- Ventilation of room
- Drain water from all traps

Air Intake and Exhaust System

- Check, air filters, and replace when required
- Check and service air filter service indicator
- Check and service air inlet system
- Check and service turbocharger
- Check and service exhaust manifold
- Check and service exhaust system valves & valve rotators

Oil System

- Oil must be topped up to the prescribed level
- Engine oil to be changed when indicated to be necessary by result of oil analysis or when specified by engine manufacturer (OEM), whichever period occurs first.

Controls

- Generator breaker checked
- Mains breaker checked
- Fused & circuit breaker checked
- Protection relays checked
- AMP, volt & frequency meters checked
- Cables, terminations & earthing checked
- Selector switches
- Emergency stop button functionality checked
- All controls integrity checked.

Pressure testing

- Fuel filtration on the bulk tanks.
- Above ground to be pressure tested for checking the integrity of the tank.

Samples

- Take fuel and oil samples against contaminations.

Spares which are not limited to the list below:

- Engine hoses
- Heater jacket elements, thermostats etc. that may be required during the process of annual and ADHOC maintenance

ADHOC activities

- Perform repairs on all callouts and necessary inspections
- Response time must not exceed 30min
- The activities must not take more than 2 days, if spares require to be purchased for replacement.

After all the test are performed and inspections are completed, the following during test run, are expected on the generator output:

- The frequency, voltage and speed(rpm) must quickly stabilize.
- The power factor must be close to 1.
- The engine temperature must not rise to the point of overheating.
- The battery voltage when tested with a multi-meter on the terminals, must not drop below 3V but at least by 1V.
- The oil pressure must be between 2-10 bars.
- Charging current must be between 4-5A when the battery is charging, but it should be 0A when the battery is full.
- The exhaust smoke must be clear.
- The fuel tank must not have any trace of water after filtration
- All generator must run optimally and must perform at a 100% level.
- All fuel monitoring system is working properly.
- Performing all preventative maintenance activities as identified under the recommended maintenance schedule in annex A

The works shall be performed considering the below standards and requirements.

- ICAO Standards.
- CAA Requirements.
- OHS Act.
- SANS Code.
- Manufacturers Specifications and Standards.
- IATA Standards and
- All Relevant Legislation and Regulation

2. MANAGEMENT STRATEGY**Contractor's plan for the service**

Prior to the activation of this contract, the contractor must submit his plan for the intended services for approval by the employer. The plan must indicate the timing of the services/planned maintenance together with the timing (date and time) and the anticipated duration.

All work shall conform to all relevant ICAO standards, CAA requirements, OHS Act, SANS Code, manufacturers specifications and standards, IATA Standards and regulations and all other legislation that might be relevant to this Contract and the execution thereof.

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

Planning and programming

All maintenance work shall be scheduled, and a roster presented to the Service Manager at the end of the preceding service. Work shall be scheduled in a manner as not to interfere with any normal airport operations. The objective is to ensure that maintenance of the infrastructure is carried out without placing the operation of the airport at risk of standing without essential loads being supplied in the event of power failure. Preferably all mains failure after maintenance of standby diesel generators must be performed during night hours.

- The airport's operational hours for Western Precinct are detailed as follows:
 - Monday to Friday 08H00 to 16H30

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

As a **minimum** requirement, the Contractor shall roster **scheduled** preventative maintenance activities. Together with this roster, 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.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.). The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

Management meetings

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

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.

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Quarterly on _____ at ____	ORTIA/ MS TEAMS	
Overall contract progress and feedback	Quarterly on _____ at ____	ORTIA/ MS TEAMS	Employer, Contractor and ____

Meetings of a specialist nature may be convened any persons who is part of this agreement at times to suit both Parties, to discuss 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.

Key personnel

The *Contractor* shall submit an organogram (as part of the Returnable Schedules) showing his key personnel, their roles/responsibilities, and their line of authority. This is specifically essential if the contractor is a Joint Venture. The submitted Contractor's Organogram Should be attached as Annex E of C4 (Site Information).

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

The 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 – as stipulated in the Annexes. This may be amended by mutual arrangement between ACSA and the Contractor from time to time.

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

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

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

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

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

All spares will be charged according to the Activity Schedule. The Contractor shall ensure that replacement parts are effectively managed and disposed-off in a safe manner.

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

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

Methods and Procedures

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

- Assisting with emergency repairs
- Assisting with airport operations. Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Pointing out services to consultants or other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site relating to this contract
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

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

Format of communications

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

MAINTENANCE DOCUMENT CONTROL

When maintenance is performed, record sheets must be completed and signed off by both the Technician/Electrician and an **ACSA representative**. Monthly progress reports should be submitted timeously by no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's.

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

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

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

Quarterly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding service or repair are attached to their invoices. This will include information on:

1. system availability (averaged per week)
2. maintenance work (including % of scheduled maintenance work completed)
3. maintenance plan for the next quarter
4. Asset register up to date including equipment data
5. Outstanding maintenance issues
6. Findings from the previous service
7. Recommended improvement opportunities

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

Failure Reports

After every incidence or failure which warrants a call out, the contractor shall provide the Employer with a comprehensive equipment failure report. The report should at a minimum describe the incidence, the

root cause resulting with the failure, the intervention undertaken to return the airfield lights, apron lights and associated control infrastructure to service, and all future actions that need to be undertaken to return the unit to a healthy state/condition.

Invoicing and Payment

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

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

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

Equipment

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

Information and Other Things

During the duration of the contract, the *Contractor* will acquire extensive intellectual property about the associated assets, equipment and procedures. This information cannot be used for any other reason except for fulfilment of this agreement. Any such intellectual property must be handed over to ACSA at the end of the Service period. These will include, but is not limited to, the following:

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

3. HEALTH & SAFETY

The *Contractor* shall comply with the health and safety requirements contained in section C1.3 above under PART C1: AGREEMENT AND CONTRACT DATA. Detailed records (attendance register) of all people (including subcontractors) working on the affected property must be kept.

Health and safety requirements and procedures

The *Service Manager* shall be entitled to fine the *Contractor* an amount of R2000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the *Contractor's* responsibilities in this regard to the *Employer* by any means.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Personal Protective Equipment

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, work suit and a uniquely numbered reflective jacket (for easy identification via CCTV).

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting

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

Environment

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

Quality Plans and Control

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

A quality control plan should be developed for both the quarterly and the annual service requirements. The respective Service Manager should indicate his/her required intervention points on this plan: be it a hold, witness, or visual inspection point.

4. PROCUREMENT

Preferential Procurement Procedures

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

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

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

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

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

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

Subcontracting

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

Specialist services that may be required for this contract should be indicated and priced for as part of the quarter or annual services. This should be indicated as part of the service kit in Annex B.

BBBEE and Preferential 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.

Specifications

The *Contractor* shall use only tools and test equipment relevant to the operation, repair and maintenance of Standby diesel generator and associated infrastructure. All test equipment used shall be calibrated as per regulation to ensure accurate measurement results are obtained at all times. Proof of calibration certificates needs to be issued on request by the *Service Manager*. All tools used shall be safe and in good working conditions. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.

Only materials with acceptable quality must be used as part of the services. Where an industry norm certification (SABS, expiry date, etc.) cannot be determined, then the *Service Manager* must be afforded the opportunity to inspect and authorize the items prior to it being delivered onto ACSA premises.

Correction of defects

The *Contractor* shall immediately report any equipment defects found whilst performing the services. All defects and non-conformances must be corrected immediately with agreement of the service manager. Constraints that can prevent this must be communicated to the *Service Manager* (or his delegated person) is listed below:

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

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

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

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

5. WORKING ON AFFECTED PROPERTY

Without prejudice, the *Contractor* shall at all times adhere to the Airport site entry requirements.

Permits

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

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

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

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

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

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

Proof of compliance with the law

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

Provided by the Contractor

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

Records of Contractor's Equipment

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

At the start of the contract, the contractor must 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 tools and equipment are added or removed from it.

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

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

ANNEXES to C3 (Service information)

Title	Annex number
Schedule of Equipment	Annex A
Specifications and parameters	Annex B
Service Level Agreement	Annex C
OHS Act Appointment by Contractor	Annex D
Environmental Terms and Conditions	Annex E
Schedule of Tools and Special Equipment	Annex F
Resource proposal	Annex G
Suggested Maintenance Programme	Annex H
Contractors Organogram	Annex I
Contractor's Maintenance Schedule	Annex J
Safety File Requirements	Annex K
Permit Prices	Annex L

ANNEX A

**SCHEDULE OF EQUIPMENT – STANDBY DIESEL GENERATORS AND FUEL TANK OF OR
WESTERN PRECINCT**

- Standby diesel generator plant and associated ancillary equipment
 - Engine
 - Safety protection shutdown alarm tests.
 - Alternators
 - Battery and charging system tests
 - Cooling Systems
 - Fuel Systems
 - Miscellaneous equipment
 - Air Intake and Exhaust System
 - Oil System
 - Controls
 - Samples
- Fuel system
 - Filtration & Pressure testing
 - Fuel monitoring system (sensors)

Table 1: standby diesel generators engines quantity and sizes

Item	Description	Location	Substation	kVA	Fuel Tanks
1	Generator Set 1	Western Precinct	WP	1650kVA	23 000L
2	Generator Set 2	Western Precinct	WP	1650kVA	

ANNEX B
STANDBY DIESEL GENERATOR SPECIFICATIONS AND PARAMETERS (TYPE AND PRICE)

The Contractor shall provide all spares necessary for the execution of the works as per OEM requirements. Table indicates models of installed systems at each airport. Contractor should complete the list as deemed appropriate to meet the OEM requirements and further provide pricing data for each type of installed standby diesel generators in Table 1 below.

Table 2: Installed specifications and parameters

PRECINT	SUBSTATION NO. & SIZE	ENGINE TYPE & MODEL	ALTERNATOR TYPE & MODEL	GENERATOR CONTROL	BULK TANK SIZE (LITRES)
WESTERN	WS 2 x 1650kVA	GEN 1: 3000 SERIES Customer part no.:101-051 Engine no.: SGD120230U4310C Designation: 3012-TAG3A CFL no.:974310 Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	AC GENERATOR Type: HC1634G1 AVR:MX321 PF:0,8 GEN 1 Volts:380 GEN 2 Volts:400 GEN 1 Ratings: STANDBY GEN 2 Ratings: N/A	Deep sea	23 000 L With fuel level and water level sensor
		GEN 2: 3000 SERIES Engine no.: SGD120000U4405G Designation: 3012-TAG3A Valve clearance cold in.:0,2mm Valve clearance cold Exh.:0,5mm Injection timing:15 °	Excitation volts:58 RPM:1500 Amps: 1166 Ambient temp: 27 °C Amps:3,30 Frequency:50Hz Phase: 3 Stator WDG:12 Stator CON: STAR Enclosure: IP22 Insulation class: H		

ANNEX C

SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be **from 05:00 to 22:00** for every day of the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Minimum Staffing Schedule

The Contractor must maintain the following **minimum** staff available when required and should price for them accordingly:

Skill	Quantity	Frequency
Supervisor	1	When required
Electrician	1	When required
Diesel Mechanic	1	When required
Technical Assistant	1	When required
Engineer (OEM)	1	When required
Safety officer	1	When required

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

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

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

Response Times

Description	Benchmark
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; ➤ Standby diesel generator availability (as per ICAO/CAA/SANS requirements) shall be maintained at or above 99.5% overall per month.
Response time	All breakdowns shall be responded to within: ➤ 60 minutes from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours ➤ 1.5 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after-hours
Closure Duration	All breakdowns shall be resolved within: ➤ 3 hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk)
% of planned maintenance completed per month	100% of all planned maintenance shall be completed per year and when necessary

Service Level Table

Low service damage will be raised against the contractor if the following service levels are not achieved:

Failure to meet the following Service Level	Low Service Damage against the Activity	Low Service Damage Percentage of corresponding activity	Service the
Engine	Annual PM	10%	
Safety protection shutdown alarm tests.	Annual PM	10%	
Alternators	Annual PM	10%	
Battery and charging system tests	Annual PM	10%	
Cooling Systems	Annual PM	10%	
Fuel Systems	Annual PM	10%	
Miscellaneous equipment	Annual PM	10%	
Air Intake and Exhaust System	Annual PM	10%	
Oil System	Annual PM	10%	
Controls	Annual PM	10%	
Samples	Annual PM	10%	
Filtration & Pressure testing	Annual PM	10%	
Fuel monitoring system (sensors)	Annual PM	10%	
Minimum guarantee for all preventive maintenance work	Per corresponding PM	100% or redo the PM	
Minimum guarantee for all Corrective/Reactive/Repair Maintenance	Per corresponding CM	100% or redo the CM	
Minimum legislated ORHVS qualification requirement for personnel working standby diesel generator system	Contract	Immediate Termination	
Perform the schedule PM on time	Per corresponding PM	10%	
Fault response time	Per corresponding CM/ Task Order	10%	
Incomplete activity	Per corresponding activity	10%	

Human resources

The following minimum standards shall apply to resourcing:

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

Staff qualifications

It will always remain the Contractor's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff.

ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC).

Once the Contractor has arrived on site he/she must notify the IMC of the problem found and the expected resolution time of the problem.

Finally, once the problem has been resolved the contractor will advise the IMC of the resolution.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

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

ANNEX D

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA SOC Limited

Physical Address: Western Precint 1 Jones Road, Third Floor ACSA Management Offices Kempton Park Johannesburg, 1632

Hereinafter referred to as "Client"

Name of organisation:

Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

<i>To be completed by contractor</i>

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's

premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

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

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

I, (Identity Number:), a duly authorised 16.2 Appointee acting for and on behalf of undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date

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

DATE

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

ANNEX E

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

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

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

Handling & Storage of Hazardous Chemical Substances (HCS)	- All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. - Materials Safety Data Sheets shall be stored with all HCS. - All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). - All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. - Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, land owners 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 due to the infringement at his/her own expense.

I, of 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:

ANNEX F**TOOLS AND SPECIAL EQUIPMENT**

The Contractor shall have **all** Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any **exclusion** to the above should be listed with the lead-time required to deliver same to site.

Number	Item description	Lead time
1		
2		
3		
4		
5		
6		
7		
8		

ANNEX G

RESOURCE PROPOSAL

The Contractor shall include a detailed resource proposal (including an organogram for on-site personnel) at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

ANNEX H

SUGGESTED MAINTENANCE PROGRAMME

The Contractor shall include a suggested maintenance programme that must cover all requirements under this contract.

All Preventive Maintenance shall be scheduled, at least, to the requirements of the following table. The contractor shall ensure that all maintenance is done in accordance with the OEM requirements. As a minimum, the Contractor must perform the following:

Maintenance Schedule for Standby diesel generator and Associated Infrastructure

Planned Standby Diesel Generator and associated infrastructure programme			
Item	Category	Yearly	ADHOC
1	Alternator and Controls	1) Test run plant as per 4.9.3.1 2) Check and record voltage 3) Check and record amps per phase 4) Check all other instruments 5) Clean out dust from AVR, VCP and exciter rotating diode compartments 6) Check for loose connections 7) General check on control panel 8) Check safety circuit and make sure that all safety circuits are in operation 9) Check water pumps and controls 10) Check fuel pump operation and controls. 11) Check fuel line shut of valve. Make sure valves are operating freely. 12) Check all alarms circuits • high temperature • low oil pressure • over speed • low fuel warning 13) Checking of fuel switches and actuators 14) Alternator Brushes	Repairs (where necessary)

2	Generator Set (Including Engine)	1) Check oil level, top up if necessary 2) Check condition of batteries and cables 3) Check battery electrolyte level (applicable to lead acid batteries) 4) Check battery voltage 5) Check battery voltage drop on initial test run of machine 6) Check operation of starter motors and heating elements. 7) Check operation of water temperature and oil pressure shut down circuits 8) Test each diesel generator off load for minimum of five (5) minutes and record the following: • Engine oil pressure • Dynamo charging readings • Observe operation of engine unit on load • Note condition of exhausted smoke line breather fumes (Yearly) • Note any oil and fuel leaks 9) Check coolant temperature and level and top up if necessary 10) Check all hose connections for tightness and signs of coolant leaks 11) Clean generator and plant room 12) Replace oil in hydraulic governors (where applicable) 13) Check all spark plugs, ignition condenser, cap, rotor, wires and points, cleaned and adjusted	Repairs (where necessary)
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3	Backup systems	1) Test each diesel generator on load for minimum of 15 minutes and record the following: • Change over time between simulated mains failure shut down and generator supply restoration (indicative value less or equal to 15 seconds for AGL systems) • Engine oil pressure • Coolant temperature • Dynamo charging readings • Observe operation of engine unit on load • Note condition of exhausted smoke line breather fumes • Note any oil and fuel leaks 2) Service air cleaner and engine breather filters 3) Check condition and tightness of fan belt 4) Check level of fuel tank and top up 5) Adjust tappets if necessary 6) Clean diesel machines 7) Check fuel injector and check injection pump timing as applicable 8) Check governor 9) Check turbo charger 10) Check stop solenoid 11) Check all water hoses for tightness and cracks 12) Check engine mountings 13) Check exhaust silencer and pipes 14) Check if diesel fuel shut of valves are in working order 15) Perform all safety protection shutdown alarm tests. 16) Perform all battery and charging systems tests 17) Inspect cooling system and perform all required relating to the cooling system	Repairs (where necessary)
		18) Check radiator matrix for dirt build up and condition of pressure cap 19) Change oil filter 20) Change air filter 21) Change fuel filter 22) Change oil 23) Flush coolant system, refill with fresh water and inhibitor to correct quantity 24) Take sample of fuel from bottom of bulk tank and primary filter for check against contamination 25) Check level of bulk fuel tank; fill up to full mark to avoid condensation. Take sample for analysis 26) Filtration of fuel for moisture and any contaminant (Conditional upon heavy rains) 27) Take fuel and oil samples	Repairs (where necessary)

4	Fuel system	1)Pressure Testing 2)Inspect Fuel Tank 3)Fuel lines connections 4)Inspect Governor and Controls 5)Supply and install new fuel filters – Primary/ Secondary 6)Check fuel pressure pump 7)Pressure testing of the U/G fuel line in accordance to SANS 10089 part 3 (33/37 – B.1.1.4) 8) Check the air intake and exhaust system condition and repair.	1)Fuel sensors and water level sensors tests and Repairs (where necessary)
5	Controls	1)Generator breaker checked 2)Mains breaker checked 3)Fused & circuit breaker checked 4)Protection relays checked 5)AMP, volt & frequency meters checked 6)Cables, terminations & earthing checked 7)All controls integrity checked.	Repairs (where necessary)

ADHOC and Yearly Maintenance – Standby Diesel generators and associated ancillary equipment	
Item	Description
1	Perform preventative maintenance
2	Perform all adhoc maintenance

After the Annual Service, a Service Report per substation shall be submitted to the organisation

ANNEX I

Contractors Organogram

ANNEX J

Contractor's Maintenance Schedule

ANNEX K

SAFETY FILE REQUIREMENTS

#	Content Description	Yes	No	n/a
1	Company Health, Safety and Environmental Policy			
2	Company HIV and AIDS Policy			
	Letter of good standing			
3	Company letterhead with contact details			
4	Company Profile			
5	Proof of company registration			
6	Proof of SARS registration			
7	Public Liability (insurance cover)			
8	Company Organogram (showing company reporting structure)			
9	Site Team organogram with names and cell numbers of the specific team working on specific site			
10	Scope of work			
11	List of employees working on this project (with their ID numbers and positions listed)			
12	List of tools and equipment to be used on this project			
13	Sub-contractor's internal Employee induction (focusing on specialist work, specific tasks, risk assessments related to these tasks, methods to be used and general site safety)			
14	Letter of Appointment / Award of Contract from Client			
15	Agreement with Mandatory signed by contractor and principal contractor			
16	Statutory Legal Appointments – (application to all contractors)			
	- CEO's delegation of duties – attach ID, CV & certificates			
	- Supervisor of construction work – attach ID, CV & certificates			
	- Subordinate supervisor of construction work – attach ID, CV & certificates			
	- Fall protection plan developer – attach ID, CV & certificates			
	- Risk assessor – attach ID, CV & certificates			
	- Portable electrical tools inspector			
	- Accident/Incident Investigator – attach ID, CV & certificates			
	- Safety committee member			
	- Stacking and storage inspecting			
	- Hand Tools inspector			
17	Other appointments (if required)			
	- Safety officer – attach ID, CV & certificates			
	- First aider (must be certified and certificate attached)			
	- SHE representative (must be certified and certificate attached)			
	- Emergency Evacuation Planner			
18	Company's Health and Safety Plan (must be site specific and related to your scope of work and signed by the CEO/owner)			
19	Environmental Management Plan (include waste management which must be signed by the CEO/owner)			
	Name of Waste Disposal Site where Waste will be Disposed off. Copies of waste Disposal certificates will be required.			
20	Method statement (how you are going to do your work)			
21	Hazard identification and risk assessments – based on method statement			

	Communication of Risks to be signed by ALL persons involved in the Project.			
22	Registers and checklists – general (if required as per scope of work)			
	- Material Safety Data Sheet register - MSDS			
23	Accident/Incident Procedure			
	- Appointment of accident/incident investigator			
	- Proof of competency of investigator (certificate and CV)			
	- Accident/Incident Register			
24	Certificate of competency			
	- First aider (training record)			
	- SHE representative (training record)			
25	Medical Certificates for persons working above 2m on edges, on scaffolding, painting, rooftops and any person operating any machinery, Specialized Truck or Vehicle or Equipment etc.			
26	Certificates of competency of operators			
	- Medical Certificates (to include lung function, hearing and eye tests)			
	- Vehicle maintenance records			
	- Operators appointments			
	- Inspector appointments			
	- Explosive power tools			
	- Portable electrical tools			
27	Toolbox talks			
28	Awareness training records (how to use equipment correctly/waste management/site safety rules)			
29	Accident/Incident Investigation			
	- Accident/Incident Register			
	- Accident/Incident Reporting Procedure			
	- Recording of the accident/ incident			
	- Employers report of the accident (WCL1 and WCL2)			
	- Emergency contact list			

NB: Please ensure that your safety file is created in this order
All information in this file must be specific to the site/project
You are responsible to provide the necessary PPE for your employees to conduct their work.
Approval for ALL Safety Files take 14 working days

ANNEX L

TYPE	CHARGE	APPLY DISCOUNT	PAYMENT	INV NR
PERSONAL				
Penalty - Permit Left in Boarding Gate Card Reader				
☐ clear radiobuttons				
☐ Penalty	9742	☐	☐ A ☐ C	
Permanent				
☐ clear radiobuttons				
☐ 1st Lost Permit	197	☐	☐ A ☐ C	
☐ 2 yrs Permanent Permit	270	☐	☐ A ☐ C	
☐ 2nd Lost Permit	395	☐	☐ A ☐ C	
☐ Add Colour	197	☐	☐ A ☐ C	
☐ Add Colour & Icon	285	☐	☐ A ☐ C	
☐ Permanent Permit without clips & Cardholder	270	☐	☐ A ☐ C	
☐ Personal /Tool Permit	358	☐	☐ A ☐ C	
☐ Personal AVOP/Cell/Tools/Camera Permit	622	☐	☐ A ☐ C	
☐ Personal AVOP/Cellphone Permit	446	☐	☐ A ☐ C	
☐ Personal/AVOP Permit	358	☐	☐ A ☐ C	
☐ Personal/Camera Permit	358	☐	☐ A ☐ C	
☐ Personal/Cellphone Permit	358	☐	☐ A ☐ C	
☐ Reprint	197	☐	☐ A ☐ C	
Personal Permit Without Clip & Cardholder				
☐ clear radiobuttons				
VEHICLE				
3 days to 1 month				
☐ clear radiobuttons				
Add on charge				
☐ clear radiobuttons				
☐ 1 - 3 months	321	☐	☐ A ☐ C	
☐ 3 - 6 months	643	☐	☐ A ☐ C	

ANNEX L

First Loss	107
Freight Parking	0
Second Lost	179
Transport operators	213
Permanent	
ATOA	347
Diplomatic	622
Lost ATOA	731
Lost Diplomat Permit	846
Roadway stickers	
Atoa	88
Temporary	
TEMPORARY	
3 days - 1Month	
Personal Temporary	
1 Day	553
1 Day without clip	553
2-5 Days	553
2-5 Days without clip & cardholder	553
Vehicle Temporary	
1 - Day	53
1-3 months	352
2 - Days	108
3 Days	160
3 days - 1 Month	352
4-6 months	705
OTHER	
Penalty Charges	
10 Unretruned permits	55640
1st Damaged Permit	197
1st Loss Parking permits	261
1st Loss Personal Permit	467
1st Loss vehicle Permit	1606
1st loss Diplomatic Parking	846
2nd Damaged Permit	343

AC4 Site Information

ANNEXES to C4 (Service information)