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SOUTH AFRICA

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CAPE TOWN INTERNATIONAL AIRPORT

TENDER NO.:

TERM SERVICE CONTRACT FOR THE MAINTENANCE OF PLUMBING SERVICES AT CAPE TOWN INTERNATIONAL AIRPORT (CTIA) FOR 6 MONTH TERM CONTRACT

CONTRACT VOLUME 2

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: Term Service Contract for the Maintenance of Plumbing Services at Cape Town International Airport (CTIA) for a period of Six (6) months.

PROJECT NUMBER:

NEC 3: TERM SERVICE CONTRACT (TSC 3)

Between	**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED** **Applicable at Cape Town International Airport** (Registration Number: 1993/004149/30)
and	_____ (Registration Number: _____)
for	**The Maintenance of Plumbing at Cape Town International Airport (CTIA) for a period of Six (6) months**

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Part C1: Agreements and Contract Data
C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Maintenance of Plumbing Services at Cape Town International Airport (CTIA) for a period of Six (6) months.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R..... (in figures)

…….....

.....(in words);

The offered total of the price must also be completed in words, if not completed then it would be regarded as incomplete.

THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s) .....

Name(s) .....

Capacity .....

For the Bidder: .....

(Insert name and address of organisation)

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Name & signature
of witness

Date

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Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the **Contractor** the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work: Works Information
Part C4	Site Information

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

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

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

Unless the tenderer (now **Contractor)** within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer Airports Company South Africa SOC Limited,
Cape Town International Airport,

.....

Name & signature of witness ..... Date .....

Schedule of Deviations

1 Subject . . . . . .

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Details . . . . . .
. . . . . .
. . . . . .
2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
3 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
4 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

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

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

	For the Employer	**For the Bidder**
Signature (s)		
Name (s)		
Capacity		
Name and Address		
	(Insert name and address of organization)	*(Insert name and address of organization)*
Name & Signature of witness		
Date		

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Part C1.2a Contract Data

Part one – Data provided by the *Employer*

The Conditions of contract are selected from the NEC3 Terms Service Contract, April 2013.

Each item of data given below is cross-referenced to the NEC3 Term Service Contract which requires it.

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	**A: Priced contract with Activity Schedule** **W1: Dispute resolution procedure**
	Secondary Options (incorporating amendments)	**X1: Price Adjustment** **X2: Changes in the law** **X17: Low service damages** **X18: Limitation of liability** **X19: Task order** **Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013**
10.1	The *Employer* is (Name)	Airports Company South Africa SOC Limited, applicable at Cape Town International Airport
	Address	Airports Company South Africa, 3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525
10.1	The *Service Manager* is	Florecia Cupido
	Address Telephone E-mail address	Airports Company South Africa, 3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525 021 937 1373 florecia.cupido@airport.co.za

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11.2	The *works* are	**Term Service Contract for the Maintenance of Plumbing infrastructure services at Cape Town International Airport (CTIA)** **for 5 years Term Contract** as fully detailed in the Scope of Work Part C3.
11.2	The following matters will be included in the Risk Register	• Availability of As Built information • Access to Site • Statutory approvals and ACSA approvals • Site Constraints and Constructability • Notification of Claims • Financial and Procurement
11.2	The *service Information* is in	Part C3 'Scope of Works' section of this contract
11.2	The *Site Information* is in	Part C4 'Works Information' section of this contract
11.2	The *boundary of the site* is	Cape Town International Airport – Landside and Airside
12.2	The *law of the contract* is the law of	the Republic of South Africa
13.1	The *language of this contract* is	English
13.3	The *period of reply* is	7(seven) business days
3	**Time**	
30.1	The *starting date* is	on signing of contract by ACSA.
11.2	The *completion date* is	6 Months from starting date
30.1	The *access date* is	to be agreed with Employer before contract start date.
32.2	The *Contractor* submits revised programmes at intervals no longer than	2 (two) weeks
4	**Testing and Defects**	
42.2	The *defects date* is	12 (twelve) months after Completion of the whole of the *works*
43.1	The *defects correction period* is	2 (two) weeks
5	**Payment**	
50.1	The *assessment interval* is	15th day of each successive month
50.1	The *currency of this contract* is the	South African Rand

51.2	The period within which payment is made is	4 (four) weeks
51.4	The *interest rate* is	The prime lending rate of the Nedbank Bank, as determined from time to time.
8	**Risks and Insurance**	
83.1	The *Employer* provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data.
83.2	The *Contractor* provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.
	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
9	**Termination**	No data is required for this section of the conditions of contract There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
	Data for Main Option clause	
A	Priced contract with Activity Schedule	as detailed in Part C2
20.5	The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than	2 weeks.
11	**Data for Option W1**	
W1.1	The *Adjudicator* is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The *Adjudicator nominating body* is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The *tribunal* is	Arbitration

W1.4	If the *tribunal* is arbitration, the arbitration procedure is	The *arbitration procedure* is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	**Data for Secondary Option Clauses**	
X1	**Price Adjustment**	**The index referred to in this clause shall be deemed to refer to the CPI index on the starting date as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary after negotiations between the parties to the contract. Sectoral Determination and/or Bargaining Council labour rates will take effect as soon as they are published or gazetted**
X17	**Low Service Damages**	
	Low service damages of the *services* are	Refer to Annexure C- Low services damages
X18	**Limitation of Liability**	
X18.1	The *Contractor*'s liability to the *Employer* for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the *Contractor*'s liability to the *Employer* for loss of or damage to the *Employer*'s property is limited to	Total of the losses incurred and/or repairs to the damages caused
X18.3	The *Contractor's* total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Total of the losses incurred and/or repairs to the damages caused

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X18.4	The *Contractor*'s total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the losses incurred and/or repairs to the damages caused and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The e excluded matters are amounts payable by the Contractor as stated in this contract for - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the *works*, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X19	Task Order	
X19.1	**Identified and Defined terms**	(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time. (2) A Task Order is the Service Manager's instruction to carry out a Task. (3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work. (4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract
X19.2	**Providing the service**	X19.2 A Task Order includes: • a detailed description of the work in the Task, • a priced list of items of work in the Task in which items taken from the Price List are identified, • the starting and completion dates for the Task, • the amount of delay damages for the late completion of the Task and • the total of the Prices for the Task, which is Option A used,
X 19.3		The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion. The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events

X19.4	**Time**	The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.
X19.5	**Task Order Programme**	The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data.
Z	**The *Additional conditions of contract* are**	**Z1 – Z20**
	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 *Project Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	**Disallowed Cost**	
Z2.1	**Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee")** ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)	
Z2.2	**Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows**	
Z2.2.1	"Disallowed Cost is cost which the Service Manager decides	
Z2.2.1.1	is not justified by the *Contractor*'s accounts and records,	
Z2.2.1.2	should not have been paid to a Subcontractor or supplier in accordance with his contract or	
Z2.2.1.3	was incurred only because the *Contractor* did not	
Z2.2.1.3.1	follow an acceptance or procurement procedure stated in the Service Information	
Z2.2.1.3.2	comply with a procedure set out in his quality plan or	
Z2.2.1.3.3	give an early warning which this contract required him to give; and the cost of	
Z2.2.1.4	correcting Defects after Completion;	
Z2.2.1.5	correcting Defects caused by the *Contractor* not complying with a constraint on how he is to Provide the Services stated in the Service Information;	
Z2.2.1.6	correcting Defects caused by the *Contractor* not exercising reasonable skill, care and diligence in the design of Equipment;	
Z2.2.1.7	correcting Defects caused by the *Contractor*'s failure to comply with a procedure set out in his quality plan;	
Z2.2.1.8	correcting Defects which the *Contractor* has previously corrected;	
Z2.2.1.9	Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information;	

Z2.2.1.10	resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and
Z2.2.1.11	preparation for and conduct of an adjudication or proceedings of the tribunal."
Z4	**Extending the defects date:**
Z4.1	**Providing the Service: Delete core clause 20.1 and replace with the following:**
	The *Contractor* provides the *Services* in accordance with the *Service Information* and warrants that the results of the *Services*, 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 recue proceedings"**.**
	Amendment to the Secondary Option Clauses
Z7	**Limitation of liability:**
Z7.1	**Insert the following new clause as Option X18.6:** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	**Cession, delegation and assignment**
Z8.1	The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
Z8.2	The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
Z9	**Joint and several liabilities**
Z9.1	If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
Z9.2	The *Contractor* shall, within 1 week of the Contract Date, notify the *Project Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
Z9.3	The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.
Z10	**Ethics**
Z10.1	The *Contractor* undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;

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

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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 *Project 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.	
Z16	**Dispute resolution:**	
Z16.1	**Appointment of the Adjudicator**	

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<table>
<tr><td></td><td>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</td><td>Panel of Adjudicators
<table>
<tr><td>Name</td><td>Location</td><td>Contact details (phone & e mail)</td></tr>
<tr><td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700
ghandi@badela.co.za</td></tr>
<tr><td>Mr. Errol Tate Pr. Eng.</td><td>Durban</td><td>+27 11 262 4001
Errol.tate@mweb.co.za</td></tr>
<tr><td>Adv. Saleem Ebrahim</td><td>Gauteng</td><td>+27 11 535-1800
salimebrahim@mweb.co.za</td></tr>
<tr><td>Mr. Sebe Msutwana Pr. Eng.</td><td>Gauteng</td><td>+27 11 442 8555
sebe@civilprojects.co.za</td></tr>
<tr><td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr>
<tr><td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281
reyneke@duma.nokwe.co.za</td></tr>
<tr><td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027
emeka@gosiame.co.za</td></tr>
</table></td></tr>
<tr><td>Z16.2</td><td>Appointment of the Arbitrator</td><td></td></tr>
<tr><td></td><td>An Arbitrator is appointed when a dispute arises from the Panel of Arbitrators below. The referring party nominates an Arbitrator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated Arbitrator, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Arbitrator listed in the Panel of Arbitrators below</td><td>Panel of Arbitrators
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Errol.tate@mweb.co.za</td></tr>
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sebe@civilprojects.co.za</td></tr>
<tr><td>Mr. Sam Amod</td><td>Gauteng</td><td>sam@samamod.com</td></tr>
<tr><td>Adv. Sias Ryneke SC</td><td>Gauteng</td><td>083 653 2281
reyneke@duma.nokwe.co.za</td></tr>
<tr><td>Mr. Emeka Ogbugo (Quantity Surveyor)</td><td>Pretoria</td><td>+27 12 349 2027
emeka@gosiame.co.za</td></tr>
</table></td></tr>
<tr><td>Z17</td><td colspan="2">Notification of a compensation event</td></tr>
<tr><td>Z17.1</td><td colspan="2">Delete “eight weeks” in clause 61.3 and replace with “four weeks”. Delete the words “unless the event arises from the Project Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.</td></tr>
<tr><td>Z18</td><td>BBBEE Certificate</td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>Z18.1</td><td colspan="2">The Contractor shall be expected to annually present a compliant BEE 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.</td></tr>
<tr><td>Z19</td><td>Communication</td><td></td></tr>
</table>

Z19.1	**Add a new Core Clause** 14.5 and 14.6 to read as follows: The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more
Z19.2	The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z20	**Delegation**
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:
Z20.1	As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations
Z21	**Health, safety and the environment**
Z21.1	The *Contractor* undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the *works* and shall complete the "S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure D.
Z21.2	Without limitation, the *Contractor*:
Z21.2.1	accepts that the *Employer* may appoint him as the "Principal Contractor" (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (**"the Construction Regulations"**) for the Site;
Z21.2.2	undertakes, in and about the execution of the *Services*, to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.
Z21.3	The *Contractor*, in and about the execution of the *Services*, complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the *Contractor's* direction and control, likewise observe and comply with the foregoing.

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PART C1.2b CONTRACT DATA		
Part two – data provided by the *contractor*		
Clause	**Statement**	**Data**
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The *working areas* are	Cape Town International Airport -Landside, Remote sites and Airside areas
24.1	The *Contractor's Key people* are:	**CV's to be appended to Tender Schedule**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Contract Manager**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Supervisor//Site Foreman**
	Name: Job Tittle for this Project: Responsibility: Qualifications: Experience:	**Health & Safety Officer**

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PART C1: AGREEMENTS AND CONTRACT DATA
C1.4 Insurance Schedule

***Summary of Terms and other Matters Applicable to Employer* Provided Insurance**

Part 1:

Notes to Schedule:

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

Part 2:

ACSA Maintenance Contracts Insurance Clause.

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

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

- *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

Sub-Contractors

The Contractor shall:

(a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and

(b) enforce the compliance by Sub-Contractors with this clause where applicable

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PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option A

Applicable Standard Specifications

The Price List shall be interpreted in conjunction within line with standards specified in part C3 (scope of work)

3.The units of measurement in the Price List are metric units. Abbreviations used in the Price List are as follows.

% - percent
hr – hour
Kg – kilogram
Kl – kilolitre
Km – kilometre
kPa – kilopascal
kW – kilowatt
l – litre
m – metre
mm – millimetre
m² - square metre
m³ - cubic metre
MPa – Megapascal
No. – number
Sum – lump sum
t – ton (1000 kg)
Qty. – Quantity

1. For the purpose of the Price List the following words shall have the meaning hereby assigned to them:
   Unit: the unit of measurement for each item of work as defined in the Standard Specification.
   Quantity: the number of units of work for each item.
   Rate: the agreed payment per unit of measurement.
   Amount: The product of quantity and agreed rate for an item.
   Sum: An agreed amount for an item, the extent of which is described in the Price List but the quantity of work of which is not measured in any unit.
   hr: Is 60 minutes spent by workers or equipment doing work, intended for the Employer (ACSA) or work requested by the Employer/Service Manager/His representative. Workers may be directly or indirectly employed by the Contractor. Equipment maybe directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.
   Day: Is eight (8) hours (from 08:00am to 16:00pm) spent by workers or equipment or time spent doing work intended for the Employer or doing work requested by the Employer. Workers may be directly or indirectly employed by the Contractor. Equipment may be directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice.
   Night: Is seven (7) hours (from 16:00pm to 23:00pm) spent by workers or equipment or time spent doing work intended for the Employer or doing work requested by the Employer. Workers may be directly or indirectly employed by the Contractor. Equipment may be directly or indirectly owned by the Contractor or equipment can be hired by the Contractor from hiring outlets of the Contractor's choice. **NB: This item will be used only when requested by the service manager/representative**.

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Special note to PRICE LIST

- This item rates shall include dumping fees, and all labour rates. all power tools, plant, equipment and vehicles/bakkies needed to execute the service. There will be no additional cost paid by ACSA to the Contractor for hiring of construction equipment, power tools, plant, labour and vehicles/bakkies. All profit and overhead fees are included on this item, no mark-up shall be added on this item.
- Spares and materials will be charged at cost plus mark-up. Vat shall not form part of mark-up calculations. Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted .
- The use of this item shall be agreed with the Service Manager or a representative that may be appointed by the Employer.
- All plumbing maintenance shall be in line with standards specified in part C3 (scope of work)
- Quantities on this Price List are not actual but estimated for the sake of comparing tender prices. These quantities may change according to requirements of works/contract.
- Note: All rates in the PRICE LIST are VAT exclusive

Section A: Preliminary & General

Item no.	Description - Contract Administration Costs	Frequency	Quantity	Cost per item	Total cost
Preliminary and General - Contract Administration Costs:					
1.	Site establishment (includes delivery of equipment, tools, vehicles and parking fees)	Once off	1	140,000.00	R140,000.00
2.	Health & safety and environmental requirements (safety file cost)	Once off	1	20 000.00	R20 000.00
3.	Insurance.	Monthly	60		
4.	Vehicle permits and branding and security visibility futures as per airport requirements and personal permits	Provisional Sum	1	R50,800.00	R50,800.00
Total site establishment cost					

- *N.B. Contract administrative costs are not payable upfront but will be drawn off this amount as and when required.*
- *Safety file cost to include medicals examinations as a once off cost which will be paid on with a proof of payment and examination*
- *Preliminaries and generals on section A above will be paid at proven cost.*
- *The permit price list is provided on part C4 below. Note the prices may change from time to time.*
- *Permits will be issued once a year; the Contractor is responsible for the cost of any loss or damage permits.*
- *The provisional sum for Vehicle permits and branding and security visibility futures as per airport requirements and personal permits is made to be R 50 800.00, Should the contractor exhaust this fund, they will bear the additional costs associated with this item.*
- *Provisional sum is defined as an amount included in the contract sum for the supply and installation of work by a Contract*

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Section B Activity Schedule

Item	Ref	Description	Unit			Qty.	Rate	Total amount
		Maintenance						
		Additional note: Quantities are yearly (annually) estimates.						
1		Spares and materials	Provisional sum			1	N/A	R200000
1.2		Mark-up on third party procured parts / Supplies.	%				10	Rate
2	SABS 0400	**Day shift maintenance** **NB:** Rate for day shift maintenance shall be monthly rate: Please include the work required for daily shift e.g. This work will include inspection etc, as detailed in the scope of works	**Unit**	**Hours/ Month per Resource**	**Resource rate/ hour**	**Total amount per resource**	**Number of resources**	**Total Monthly Fee**
2.1		Contract Manager (7am to 16pm) Twice a week.	No.	72			1	
2.3		Health and Safety Officer (7am to 16pm) Mon - Fri	No.	72			1	
2.4		Supervisor (7am to 16pm) Mon - Fri	No.	180			1	
2.5		Artisan (7am to 16pm) Mon - Fri	No.	180			2	
2.6		Semi-Skilled Labour (7am to 16pm) Mon - Fri	No.	180			2	
2.7		Labour (7am to 16pm) Mon - Fri	No.	180			2	
3	SANS 52056	**Roof Drainage System** Cleaning or maintenance of downpipes, gutters and gullies as and when required.	Quarterly			4		
4	SANS 50858	[a] **Grease traps and drains** Repairs, pumping of fats from grease traps and mini grease traps and cleaning around the area as described in the scope of works. All charges shall include dumping fees and all labour rates.						

4.1		Sucking, cleaning, pumping and disposal of fats from ±4.5 m³ grease trap outside the building.	No			45		
4.2		Sucking, cleaning, pumping and disposal of fats from mini grease traps (1.5m³) inside the building.	No			20		
Total Section B						**R**		

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C.2.2.3 [b] Section C Schedule of Labour Rates

For the supply of all labour to work outside of the Scope of Work, call outs that may take place after hours and weekends and, charges will be levied at a selling rate of:

[b] Days works and adhoc work

Skill	After Hours Hourly rate			
	Weekdays (R)	**Saturdays (R)**	**Sundays (R)**	**Public Holidays (R)**
Supervisor				
Artisan				
Semi-skilled Labour				
Labour				

Travel charge per call out: _____per km. (Fixed amount).
*This amount should be carried over to the form of offer Part C1. The total tendered amount shall not be fixed, and it is subject to fluctuation as a result of inflation, foreign, exchange rate variation, etc.

TOTAL CONTRACT VALUE

Description	QTY	Rate	TOTAL AMOUNT
Section A: Preliminary & General	1		R
Section B: Activity Schedule	6		R
Section C: Schedule of Labour Rates	6		R
Total Contract Value for the Six (6) Months Contract Excluding VAT			**R**
Value Added Tax (VAT) Amount – VAT @ 15%			**R**
Total Contract Value for the Six (6) Months Contract – Including VAT *(to be carried to the Form of offer)*			**R**

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Part C3: Scope of Work

Document reference	Title	No of pages
	This cover page	
C3.1	*Description of Works*	
C3.2	*Nature Of Works*	
C3.3	*Contract Management*	
C3.4	*Maintenance Specifications: Particular (Project Specifications)*	
C3.5	*Annexures To the Scope of Work*	
	Total number of pages	

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C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The objective is to maintain plumbing serviceability of the airport infrastructure at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and aviation related legislation. The Contractor will be appointed directly by the Airports Company of South Africa and should be available to carry out the works on all days off the year including, nights, holidays and Christmas workers holidays. all rate to be provided on the PRICE LIST must have provision for working under this condition.

C3.1.2 OVERVIEW OF THE WORKS

Note: Plumbing works include all water, sewer and stormwater services inside buildings. All water pipes outside buildings not exceeding 50mm diameter, and all sewer pipes outside buildings is not exceeding 110mm diameter.

The Contractor will be responsible for effectively dealing with all plumbing maintenance, which will comprise of all ACSA facilities on landside and airside and all other areas that may be pointed out by ACSA to the contractor on the aerodrome.

Work shall cover preventative, routine, planned & unplanned maintenance work, and maintenance related projects.
Work shall include:

- Maintenance on all airport plumbing network, i.e., repairs on water pipes, sewer pipes, valves, manholes, toilets, urinals, handwash basin, kitchen sinks, showers, geysers, and all infrastructure associated with Plumbing systems.
-
- Maintenance on all grease sumps, i.e., repairs, cleaning, and pumping of grease sumps.
- Maintenance on all roofs, i.e., cleaning of all roofs. Repairs and cleaning on downpipes and roof gutters.
- Purchase of spares parts as required by ACSA.

All works shall either be conducted as day shift maintenance, or adhoc maintenance the description of this shall be provided in sections below. All the work shall be in line or comply to red book guidelines and South African National Standard (SANS). All work conducted on the airside shall comply with ICAO Airport Services Manual Document.

NOTE: It is the responsibility of the contractor to familiarise himself with the site to accurately assess the site conditions and fully comprehend the nature and scope of work required.

C3.1.3 EXTENT OF THE WORKS

a) General

The description of the work contained in the scope of Work is merely an outline of the work to be executed in terms of the contract and shall not limit the work to be carried out by the Contractor. Estimated quantities of each type of work to be carried out are listed in the Price List.

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

Day shift maintenance

Upon arrival the contractor shall conduct daily inspections on assets identified below and perform routine and preventative maintenance on these assets. The contractor shall also be expected to attend to adhoc failures and any issues that arose from these assets from the last work shift (work orders from helpdesk). Payment for these shall be covered under the day shift maintenance item in the PRICE LIST.

Adhoc maintenance
Adhoc work will be any works that falls outside day shift maintenance work times. Upon arrival at Employer's premises as per service level times stated in low service damages section, the Contractor shall report to the Employer's representative/ sign a register and attend to any matters which may necessitate action.

Upon completion of adhoc service/maintenance, the Contractor shall complete a comprehensive written service report in respect of work completed, listing all activities undertaken, additional work performed and consumables used and submit this report to the Employer's representative for approval and endorsement before leaving the premises. The report pro-forma shall be to the Employer's approval.

b) Preliminary and general

This section describes works that are the contractors' general obligations, these are works whose payment will be covered under the preliminary and general items in the Price List. Rates for Items which have not been specifically listed under the preliminary and general item, shall be included in the rates of the included preliminary and general item provided item.

- The establishment on site.
- Setting out of the Works.
- Accommodation of traffic while the works are executed.
- Compilation and submission for approval of a detailed site safety plan and work method statements, all in compliance with the Manual for Working Airside – Volume 5.
- Attendance by all site staff of a safety training course and obtaining ACSA permits. This includes the necessary vehicle and equipment driving permits for any driver having to drive airside, as indicated in the Manual for Working Airside – Volume 5.
- Compile and submit a quality management plan for approval by the Employer's Agent.
- Compliance with local and national Occupational Health and Safety regulations (OHS Act No. 85 of 1993) and ACSA Health and Safety regulations.
- Full compliance with the ACSA Environmental Specifications.
- Structured and detailed interaction with various role players at the airport to ensure timeous completion of the works for each shift. These role players include the staff of the Airport Management (AM) and the Air Traffic Control (ATC). Management of the project planning and operational procedures for working airside.
- Cleaning of the maintenance area after each work shift to the satisfaction of AM staff.
- Provision of adequate lighting and safety, security and operational requirements during night shift.
- Insurance as described in the insurance clauses elsewhere in this document

c) Day shift maintenance

Day shift maintenance means the maintenance of plumbing infrastructure conducted during airport day shift hours. Plumbing infrastructures include urinals, toilets, handwash basin, kitchen sinks, shower units, water pipes, fitting, valves, sewer system and drains, ventilation pipes, hot water cylinders, excavation, reinstatement and daily inspections as per SABS and SANS standards above. Day shift hours shall start from 08h00am to 16h00pm Monday to Friday excluding weekends and public holidays.

The contractor shall be expected to be onsite during day shift hours to conduct day shift maintenance activities, rate for day shift maintenance shall be a monthly activity of "day shift maintenance". The following are the day shift maintenance activities:

- Inspections
- Repairs and/or replacement

Payment

Payment for this item shall be charge at a monthly rate
Daily inspections

Daily inspections- inspection shall be conducted at least 3 times per day, at the beginning of the shift, at the middle of the shift and again before the end of the shift and shall be as per below check list table C3.1.3a Any defects identified during inspection shall form part of work orders for that day.

SABS 0400 AZ2 16 INSPECTIONS
The inspection shall be completed by a competent person (plumber).

Special inspections
They shall be special inspections conducted by airport management and service manager; the contractor will be expected to form part of these inspections on an adhoc basis (approximately once every two weeks)

Payment
Payment for inspection shall be deemed to be included in the rate for "day shift maintenance" the payment shall cover labour, and any other incidental cost associated with its inspection e.g. provision of measuring tools and tools in general.

Table C3.1.3a: Inspections check list

Plumbing assets	**DEPARTMENT:**			**Comments**	
URINALS	**TIME**	**LOCATION**	**DESCRIPTION**	**ACTION**	**IN ORDER / REMARKS**
Inspect and repair the flush master system/push button					
Check for leaks and repair					
Check for blockages and unblock					
Check for cracks on urinal pot and report					
Check for urinal gratings and traps, report and replace					
TOILETS					
Inspect the flush master system, report and repair faults					
Check for toilet leaks @ pan connector and repair					
Check for cracks on toilet seat & pot, report and replace damaged					
Check for loose hinges and tightened them					
Check for blockages, report and unblock. Inject drain acid into urinals from time to time					
Check for flushing handles					
Check for actuator plates, report and replace damaged					
Report and replace stolen or damaged taps,					
HANDWASH BASIN	**TIME**	**LOCATION**	**DESCRIPTION**	**ACTION**	**IN ORDER / REMARKS**
Check flow of water pressure					

Check if tap/sensor is secure					
Check if tap/sensor is in good working order (batteries)					
Check condition of basin grating & trap					
Check flow for blockages on basin and unblock					
Inspect for any cracks and mounting conditions					
KITCHEN SINKS					
Check flow of water pressure					
Check if tap is secure and in good working order					
Check condition of sink grating &trap					
Check flow for blockages on basin					
Check mounting condition above					
Check for leaks on sink, hydro boil and connection pipes Inspection of geysers, hydro-boils including all fittings, pipes and other material					
SHOWER UNIT					
Check for blockage					
Check for water flow					
Check shower rose & arm					
Date:			Date:		
Checked by:			Checked by:		
Signature:			Signature:		

Repairs and/or replacements

Works covered under this section shall be the repairs and/or replacements of any defects or defaults identified through Preventative maintenance inspections, special inspections and work requests. This section shall also cover repairs and/or replacement identified by the service manager from time to time.

Payment

Payment for repairs and/or replacement shall be deemed to be included in the rate for "day shift maintenance" the payment shall cover labour, and any other incidental cost associated with these repair eg provision tools and tools in general.

Table C3.1.3b Repair and/or replacement check list

Plumbing assets	**DEPARTMENT:**			**Comments**	
URINALS	**TIME**	**LOCATION**	**DESCRIPTION**	**ACTION**	**IN ORDER / REMARKS**
Repair the flush master system/push button.					
Repair the leaks					
Unblock any blockages. Inject drain acid into urinals from time to time					
Seal the cracks on urinal pot or replace the urinal pot					
Repair for urinal gratings and traps, report and replace					
TOILETS					
Report and repair faults on flush maters.					
repair toilet leaks @ pan connector.					
Repair or replace cracks on toilet seat & pot, report					
Report and replace damaged, loose hinges and tightened them					
Clear and unblock blockages.					
Repair damaged flushing handles					
Report and replace damaged actuator plates.					
Report and replace stolen or damaged taps,					
HANDWASH BASIN	**TIME**	**LOCATION**	**DESCRIPTION**	**ACTION**	**IN ORDER / REMARKS**
Adjust water pressure flow					
Ensure that tap/sensor is secure					
Ensure that tap/sensor is in good working order (batteries)					

Ensure that basin grating & trap are in good working conditions replace any damaged basin or grating					
Clear and unblock blockages on basin.					
Repair any cracks and mounting conditions					
KITCHEN SINKS					
Adjust water pressure flow					
Ensure that tap is secure and in good working order					
Ensure that sink grating &trap are in good working condition replace or repair any damaged sink grating and traps					
Clear and unblock any blockages on basin					
Check mounting condition above					
Repair leaks on sink, hydro boil and connection pipes					
SHOWER UNIT					
Clear and unblock any blockage					
Adjust water pressure flow					
Repair any damage shower rose & arm					
Sewer line and drains					
Deep cleaning of a sewer line. Schedule a deep cleaning with service manager.					
Unblock any blockages					
Repairs to leaks					
Water pipes					
Repair pipe burst					
Repair to leaks					
Adjust water pressure flow					
Water Meters					
Repair leaks					
Install or replace water meter					

Geyser					
Repairs to leaks					
Replace thermostat					
Install and/or replace a geyser					
Date:			Date:		
Checked by:			Checked by:		
Signature:			Signature:		

Task orders

During inspections the contractor shall make use of preventative maintenance (PM) work orders provided by the service manager. Upon completion of work/ task the contractor shall complete and submit PM work orders to the service manager within 24 hours of completion of work/task.

In the invent of adhoc work the contractor shall complete a job card upon completion of work/task the contractor shall submit job card to the service manager within 24hours of completion.

Note: All calls logged on the ACSA helpdesk system from 00h00 to 23h00 shall form part of work orders of the day . This contract refers to the maintenance of ACSA premises only. All tenants operating at CTIA will always procure their own plumbers and conduct their own repairs. These tenants include those that operate Restaurants, Car Rental, Cargo etc.

d) Adhoc maintenance

Similar works to the day shift maintenance but that occurs outside day shift working hours. This work will only be as and when required

Payment

Payment for adhoc maintenance shall be deemed to be included in the rate for “adhoc work” the payment shall cover labour, and any other incidental cost associated with these works e.g. provision of measuring tools, plants and tools in general.

e) Roofs

This item is generally for cleaning of the roofs, Gutters and downpipes. These works will generally be carried out on an adhoc biases (as and when required). Works shall be as per table C3.1. 3.. below. It is the contractor’s responsibility to provide access to the roof where required.

Table C3.1.3c maintenance of roof, gutters and downpipes.

Downpipes, Roof gutters,	CTIA Airport premises
Cleaning of downpipes on adhoc biases (as and when required)	CTIA premises
Pluvia System Maintenance • Flush roof drainage pipes. Drainage pipes are 75mm to 110mm • Pluvia outlet grating and function disc have been correctly mounted. • Remove and clear vegetation within a circumference of 50cm from around roof outlets. • Remove any contamination such as leaves, or growth. • Pick and remove any litter (such as papers, boxes, bottles etc) from the roof • Upon completion complete work order and submit it to the service manager. It is particularly important that no packing or insulation materials remain on the roof.	CTIA premises

The areas to be attended to are included but not limited to the table below.

Area
SOB
Fire and rescuer
CTB
Terminal 1 and 2 (T1 &T5)
Parkade 1 and 2 (P1 & P2)
Cargo area
Power and lighting
My city
Terminal 5 (T5)
Oval
Cargo

Payment

Payment for cleaning of roofs, gutters and downpipes shall be deemed to be included in the rate for “roof maintenance” the payment shall cover labour, dumping fees and any other incidental cost associated with this maintenance e.g. provision and tools in general. Payment shall be per m^2

f) Grease traps maintenance.

Works covered under this section shall be the repair and/or cleaning of grease traps/sumps as per table C3.1.3d below. these works are generally carried out +/- once in two weeks. This section shall also cover repairs and/or cleaning of grease trap/sumps work request that may occur during weekends and public holidays.

The cleaning of the grease traps/ sumps shall be as per table C3.1.3d below.

Payment
Payment for repairs and/or cleaning of grease traps/sumps shall be deemed to be included in the rate for “grease trap and drains maintenance” the payment shall cover labour, dumping fees and any other incidental cost associated with this maintenance e.g. provision tools and plants and equipment general.

Table C3.1.3d maintenance of grease traps/ sumps

Grease traps	**CTIA Airport premises**
CTIA have four (4) grease traps. Cleaning of grease traps for scheduled maintenance will be carried out **at night o**r at any other suitable time where circumstances permit not to inconvenience the passengers and stakeholders. **Two (2) of** these grease traps are inside the terminal building and they are ± 1.5 m³ **in size**. The building has fire detectors that do not allow the use of petrol/diesel generator. It is recommended of the contractor to have the **electrical submerged sewage pump**. The contractor is to discard the waste to the nearest waste facility. Two (2) of these grease trap interceptions are outside the terminal building. They are ±4.5 m³ **in size** . The following is to be adhered during the maintenance of outside grease traps: - • Cleaning of grease traps are to commence after the last scheduled flight as per the annual maintenance plan. • Vehicle to be positioned close to grease trap chambers. • Work area to be cordoned with work safety barriers guided/ as per OHSA regulation. Health and Safety signs to be erected: 'Cleaning in progress' and 'Foul smell'. • Remove and clean strainers inside chambers. • Lower waste pipe in chamber and pump fat debris and waste until the chamber is emptied. • The inlet and outlet pipes to be jet cleaned to remove the fats around the pipes. • Clean and broom surrounding chamber area with an approved chemical to remove stains and smell. • Execute a final inspection and clean where required. • Remove all barriers screens and contractor's equipment. • ACSA contractor to discard waste at an approved waste facility site. **There Contractor will be expected to be attend to unscheduled grease maintenance should it be needed due to unforeseen blockages.** **CoCT introduced a policy whereby the plumbing contractors must be registered in their systems to be able to discharge in their waste facilities and then be charged by CoCT. The contractor will be required to have the disposal certificate as required by the City of Cape Town.**	CTIA premises

g) Spares and materials

This section covers spares and materials. The Client will procure all Plumbing material for the Contractor. Therefore, all consumables that might be necessary for the execution of the works shall be readily available at the contractor's disposal.

The Contractor shall procure any such materials to execute works successfully should the Client not have any such material in stock.

The Contractor will respect OEM (Original Equipment Manufacturer) warranties to ACSA at all times when procuring spare parts, products or 3rd party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.

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

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h) Standards regulations

General standard specifications, regulations and codes

The following codes of practice shall be read with the specification and shall form part thereof and the

SANS 10400 THE APPLICATION OF THE NATIONAL BUILDING REGULATIONS
SABS 0400 A15 INSTALLATIONS MAINTENANCE AND OPERATION
SABS 0400 A18 CONTROL OF PLUMBERS AND PLUMBING WORK
SABS 0400 A20 CLASSIFICATION AND DESIGNATION OF OCCUPANCIES
SABS 0400 PP24 INSTALLATION AND MAINTENANCE OF DRAINS
SANS 10254 HOT WATER CYLINDERS
SANS 1200 DA – EARTHWORKS (SMALL WORKS)
SABS 0400 PP2 MATERIALS, PIPES, FITTINGS AND JOINTS
SABS 0400 PP16 SIZING OF DISCHARGE PIPES
SABS 0400 PP20 INSTALLATION OF DISCHARGE PIPES AND VENTILATING PIPES
SABS 0400 RR2 STORMWATER DISPOSAL
SABS 0400 TRAPS
SABS 0400 GULLIES
SABS 0400 WASTE MATERILS ON SITE

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PROJECT SPECIFICATION

VARIATIONS AND ADDITIONS TO THE STANDARDIZED SPECIFICATIONS FOR THIS CONTRACT, AND PARTICULAR SPECIFICATIONS

The following variations and additions to the SABS 0400 and SANS standardized specifications apply to this contract. The prefix PS indicates any amendments to SABS 0400 and SANS. The letters and numbers following these prefixes respectively indicate the relevant standardized specification and clause numbers in SANS and SABS 0400.

SABS 0400 PP5 URINALS.

Add the following

SP: Maintenance of Urinals shall include inspections, repairs and replace to leaks, blockages, cracks, grating, traps and all other urinals fittings.

SABS 0400 SS5 Toilet facilities

Add the following

SP: Maintenance of toilet such maintenance shall include daily inspections, repairs and replace to leaks, blockages, cracks, actuator plates, toilet seats, flush maters, flush systems and any other toilet fittings required for maintenance

SP: Potable water pipes and fittings: maintenance, repairs and replace to pipe leaks, pipe burst and pipe fittings. PVC and copper pipe range from 15mm to 110mm.

SABS 0400 SS5.3 BASINWASH

Add the following

SP: Maintenance of basin shall include daily inspection, repairs and replace to leaks, blockages, cracks, (sensor, mixer and single lever) taps, basing grating, traps and any other fittings.

SABS 0400 SS5.2 SHOWER

Add the following

SP: Maintenance of shower units shall include daily inspections, repairs or replace to leaks, blockages, cracks, water flow, shower rose, arm and any other fitting.

SP: Kitchen sink- maintenance include repairs or replace to leaks, blockages, cracks, taps, water pressure, sink grating, traps and other sink fittings.

SP: Potable water pipes and fittings: maintenance, repairs and replace to pipe leaks, pipe burst and pipe fittings. PVC and copper pipe range from 15mm to 110mm.

Water pipes and fittings: maintenance, repairs and replace to pipe leaks, pipe burst and pipe fittings. PVC and copper pipe range from 15mm to 110mm.

VALVES

SANS 1509 Flush valves for WC flushing cisterns

SANS 1750 Servicing valves for domestic terminal water fittings or appliances

SANS 1808 Water supply and distribution system components Part 18: PVC-U gate valves

SANS 198 Functional-control valves and safety valves for domestic hot and cold-water supply systems

SANS 752: Float valves

SANS 776: Copper alloy gate valves

Add the following

SP Valves maintenance shall include inspections, repairs and replace to bore valves leaks and damages. Valves range from 15mm to 45mm PVC and copper.

SANS 8772 PLASTICS PIPING SYSTEMS FOR NON-PRESSURE DRAINAGE AND SEWERAGE - POLYETHYLENE (PE)

Add the following

SP: Sewer pipe system and floor drains maintenance shall include repairs and replace to floor drains and pipe leaks, pipe burst, blockages, jetting and cleaning the pipe and floor drains. HDPE sewer pipe range from 40mm to 160mm diameter.

SANS 52056: ROOF DRAINAGE.

Add the following

SP: Roofs: Maintenance- repairs and replace of downpipes and roof gutters. Cleaning of roofs, jet cleaning of roof downpipes and gutters. Maintenance shall be as table C3.2.2c.

SANS 50858- GREASE SUMPS: SEPARATOR SYSTEMS FOR LIGHT LIQUIDS, INSTALLATION, OPERATION AND MAINTENANCE.

Add the following

SP: maintenance of grease sumps shall include unblocking, cleaning, repair or replace and jetting the drains and sumps. Cleaning shall be done as per guide on table C3.2.2b

SABS 0400 A13 PLUMBING MATERIALS AND TESTS

Add the following

SP: a) Material used in the Maintenance of Plumbing infrastructure shall be suitable for the purpose for which it is to be used.

SP b) such materials shall comply with the standard prescribed for in the relevant standard specification.

Note: Materials and spares- this are all materials needed to replace of repair plumbing assets. This consist of but not limited to toilets seats & hinges, flash plates, taps, fittings, geysers, pipes, water meters, showers caps, basin, skins.

SABS 0400 AZ2 16 INSPECTIONS

SP a) "inspection" means the general inspection by a competent person (plumber) or part thereof at such intervals as might be necessary in accordance with accepted professional practice.

SP b) Daily inspections- inspection shall be conducted at least 3 time per day, at the beginning of the shift, at the middle of the shift and again before the end of the shift and shall be as per below check list table C3.2.2a. Any defects identified during inspection are to be repaired or replace.

SP c) Day shift – shift that start from 08h00 to 16h00 Monday to Friday excluding public holidays.

Note: Day shift maintenance means the Maintenance of Plumbing infrastructure conducted during day shift. Plumbing infrastructures include urinals, toilets, handwash basin, kitchen sinks, shower units, water pipes, fitting, valves, sewer system and drains, ventilation pipes, hot water cylinders, excavation, reinstatement and daily inspections as per SABS and SANS standards above.

C3.1.4 Location of the works

The Works are located at Cape Town International Airport (CTIA) at various locations in restricted and access-controlled areas (landside and airside). It is crucial for the Contractor to note that Cape Town International Airport is a National Key Point and governed as such.

Infrastructure Summary

- Note: Maintenance Locations are only for Infrastructure that is the property of ACSA listed below.
- Note: ALL Tenants on CTIA i.e. Spur, KFC, Mugg &Bean, Car Rental Tenants, Cargo etc. procure their own Plumbers and are not part of this Bid Document.

Note: The numbers represented in the Toilet facility column refer to 1 facility (Toilets, urinals, basins etc.) and not 1 Toilet or Urinal. This information must be noted during the site inspection. Disabled Toilets are included in the list above. Special requirements and materials will be required to repair or replace the deformation of existing infrastructure.

Table C3.2.2d: Areas

Area	Kitchen's facility	Toilet Facility	Baby change room	Others
Terminal 1	2	19		
Terminal 2	2	10	3	
Terminal 5	2	11	0	
SOB	6	11	0	
P & L and Surface maintenance Department	3	8	0	
Fire & Rescue department	2	8	0	
Waste Facility at Foxtrot 3 Alpha	0	6		
VIP Pavilion	1	4	0	
SAPS Station	2	5	0	
Oval	3 communal	6	0	
Parkade 1	1	18		
Parkade 2	1	9		
Car rental facility	0	8		
Central Terminal Building (ground)	1	32		
Central Terminal Building (1st floor)	8	13		
Central Terminal Building (2nd floor)	2	18		
Central Terminal Building (3rd floor)	0	18		
Central Terminal Building (4thfloor)	1	7		
Central Terminal Building (Retail floor)	6 Communal	30		
ACSA security check point 1. Oval Security		1		

2. Foxtrot 3 3. Foxtrot 3 Alpha 4. Foxtrot 5 5. Foxtrot 8 6. Foxtrot 12 7. Goods Receiving Check Point	 1 1 	1 1 1 1 1 1		
CTIA Airport premises: clean gutters, jet clean down pipes and drainpipes & gullies.				
CTIA Airport premises: repair irrigation pipes larger than 75mm to 110mm pipes only				
Fat traps at Central Terminal Building (CTB). There are 4 Fat traps at CTB with 2 positioned on a corridor behind restaurants at ground floor, 1 on the South and 1 on the North side courtyard.				
Treat urinals with acid, work will be done as pointed out by ACSA.				
Treat all effluent lines with a chemical, work will be done as pointed out by ACSA.				

C3.1.5 Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdowns reports, exception reports, etc will all be in a format as agreed with by the service manager.

C3.1.6 Daily records

The contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exceptions reports. Records shall be kept on site and will be available for scrutiny by service manager at any time.

Equipment, Spares and Materials: It will be expected that the prospective Contractor maintains an inventory of equipment, spares and materials.

Safety and Housekeeping: Good safety and housekeeping practices will be entrenched in daily maintenance practices. The Contractor will comply with all safety regulations prescribed by the employer (ACSA CTIA). It is the Contractors responsibility to know and understand the regulations. ACSA's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.
With reference to the OHS ACT it will be expected that the Contractor appoint an employee as the mandatory person with the associated responsibilities on site.

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C3.2 NATURE OF SERVICE

C3.2.1 General requirements

The following service levels are applicable to this contract:
The Maintenance Contractor shall adhere to airport operation hours as specified in the contract.
A time attendance sheet will be kept in the Surface Maintenance Department for record purposes and the Contractor shall sign in and out accordingly. This will be checked in terms of invoice payment. The contractor shall give a monthly report of areas covered to the Employer's representative.

At all times, a minimum number of two staff members plus a supervisor should always be present at the CTIA during the maintenance operation. In case of sickness a suitable person of the same qualification will be appointed to assist in the Maintenance Operation. The Employer representative will be notified immediately of any changes in personnel.
Maintenance Reports shall be submitted with the monthly invoice on Maintenance Progress of the Maintenance Operation.

C3.3 CONTRACT MANAGEMENT

C3.3.1 Management meetings

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

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:
Project progress meeting and safety inspections	As and when	Onsite	Contractor, Technician and Employer's safety officers
Risk reduction meetings	As and when	Onsite/telecon/skype	Service Manager, *Contractor* and *Supervisor*

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

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

C3.3.2 Duties of Contractor

The duties and responsibilities of the Contractor shall be as follows:

- The execution of preventative maintenance activities as listed in the scope of work. The execution of corrective, breakdown and project maintenance as specified on a maintenance work order.
- Programming and planning of maintenance work to avoid hampering with airport operations.

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- Attendance at maintenance co-ordination meetings.
- Preparation of preventative maintenance reporting and corrective or breakdown maintenance report.
- The holding of all materials necessary for the effective maintenance
- The Contractor shall have available for all maintenance the equipment necessary including the materials and work equipment, e.g. jetting equipment, Water jet machine , Honey sucker for unblocking and cleaning the sump, Roading rod for unblocking drains , Plumbing toolbox , Fire Extinguishers , Pumps , Grinders , Stepladders and All necessary hand tools

- The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time.
- The Contractor shall deliver all services within the service levels stipulated in this maintenance contract or where Bided for better service levels at the service level stipulated in the Bid submission.
- Directing and supervising of maintenance personnel to ensure efficient and timely execution of the work in co-operation with the Employer.
- The institution (if necessary) and maintenance, on the Employers behalf, of any Record Books in accordance with the Occupational Health and Safety Act or any other legally enforced regulation, rule, law or by-law promulgated by any local authority, State Department or any statutory institution.
- Notifying the employer's representative/ Service Manager of any conditions which may compromise the serviceability of the infrastructure or pose a safety hazard to users of the premises.
- Payment of damages / penalties defined in this contract within one month from receiving the notification of a penalty, failure to pay damages / penalties will give the employer the right to deduct the penalty from the next invoice payment.
- The Contractor may with approval of the Service Manager sub-contract to specialist firms the service and maintenance of this site, but without in any way relieving him of this overall contractual responsibility under this Contract.
- The Contractor shall protect the site properly and shall so arrange his operations that no danger and inconvenience is caused to airport operations. For this purpose, he shall, inter alia, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer or by any act, regulation, or statutory authorities. All operations required in connection with the contract shall, as far as the provision of the contract permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities. Compensation for such obligations shall be included in the Contractor's prices.
- The Contractor shall (except if and so far as the specifications otherwise provide) indemnify the Employer and keep him indemnified against all losses and claims for injuries or damage to any person or property whatsoever which may arise from or in consequence of and against all claims, demands, lawsuits, damages, costs, including attorney and client costs, charges and expenses whatsoever in respect thereof or pertaining thereto.
- The Contractor shall determine periodically through his detailed inspections of the site, if additional services are required of him. Should such services be necessary, the Contractor shall advise the Employer in writing, giving full details of the proposed additional services and the proposed variation of the contract price, based on the Schedule of Rates. Additional services shall only be carried out upon receipt of written instruction from the Employer.
- No existing sites will be replaced, refurbished or be declared redundant without the specific or written consent of the Employer. Replaced or redundant equipment remains the property of the Employer and shall be delivered to the Employer, and a receipt must be obtained. A copy of all such receipts must accompany the Contractor's invoice for the relevant additional services.
- The award of this maintenance contract implies no benefit to the Contractor other than those set out in the Contract document.
- The Employer reserves to himself the right to dispose of any scheduled items of equipment or to purchase and install new equipment. The Contractor will not be entitled to preferential consideration in respect of such new work.
- Good safety and housekeeping practices will be entrenched in daily maintenance practices. The Contractor will comply with all safety regulations prescribed by the employer (ACSA CIA). It is the Contractors responsibility to know and understand the regulations. ACSA's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

- Maintenance history: Apart from the preventative maintenance recording, each corrective and breakdown maintenance will have a completed maintenance history report. On request from ACSA the contractor shall submit a preliminary failure report on any breakdown incident within 24 hrs of the occurrence and thereafter submit a final report on the incident within 1 month. The report should include the following:
    - Details of the Incident
    - Executive summary
    - Sequence of Events
    - Findings
    - Root cause
    - Contributory causes
    - Recommendations/Actions

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 works
- Re-scheduling of work to accommodate other contractors.
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems.
- Checking on other contractors to reduce risk.
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Training of ACSA operators and/or technicians
- Providing of system data to ACSA or it's consultants.
- Recommending improvement on maintenance procedures
- Co-operating with ACSA Security relating to security initiatives

C3.3.3 Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in this document.
The Service Manager shall be entitled to fine the Contractor an amount of contained in the low service damages table 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, etc.) The Contractor, at his/her own expense shall provide such equipment, for his/her employees. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
All Contractors must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time.

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

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

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

The Contractor is required to issue all staff with standard uniforms. This shall as a minimum include safety shoes, overalls (clearly marked with Contractor’s company logo) and numbered reflective jackets (as per Airport requirements). All costs relating to uniforms shall be for the Contractor’s account.
Environmental constraints and management
The Contractor shall comply with the environmental criteria and constraints stated in Annexure [B] to this Service Information.

C3.3.4 Personnel

The Contractor shall be required to allocate sufficiently experienced personnel to execute the Contract successfully, however the key personnel identified in tables below will be required for this contract, for the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the contractor’s responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor’s responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.
All key personnel are required to have personal access permit to access the site.

The Contractor must ensure that he/she is, always, familiar with ACSA's safety and security requirements relating to permits in order 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.

Job title:	**Contract's Manager**
Responsibilities:	**Contract Administration**
Minimum Qualifications:	**National Diploma or Higher in-Built Environment**
Experience:	**4 – 8 Years**
Registration with Professional Bodies:	

Job title:	**Site foreman/ Supervisor**
Responsibilities:	**Day to day site works**
Minimum Qualifications:	**N3 in Built Environment /Equivalent / similar**
Experience:	**3-5 years**
Registration with Professional Bodies:	

Job title:	**Health and Safety Officer**
Responsibilities:	**Project Administration**
Minimum Qualifications:	**Matric/N3 + relevant certifications.**
Experience:	**2-3 years**
Registration with Professional Bodies:	

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
Parkades and Terminal Parking permit	All vehicles allowed to enter the Parkades and Terminal Parking	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. .

C3.3.5 Equipment's

Equipment used shall include but not limited to the following:

- Generators
- Welding equipment
- Grinders
- Fire Extinguishers
- All necessary hand tools
- Compressors
- Water jet trucks
- Suckers used for unblocking drains
- Roding rods for unblocking drains
- All necessary power tools
- Pumps
- Plumbing tool box

All equipment used at ACSA premises shall be regularly serviced and service records must be made available at the request by service manager

The equipment must have the following features:

Note: all equipment are provided by and belong to the Contractor, no tools and equipment shall be provided by the Employer.

- Equipment shall have Low cost, reliable, robust, easy to maintain.
- Repeatability and reproducibility

C3.3.6 Subcontracting
Should any part of the works be subcontracted, the Contractor will be responsible for all Works as if it was done so by the Contractor.
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.

C3.3.7 Quality assurance requirements
All work shall conform to all relevant SANS standards, regulations and Acts, such as the National Water Act 36 of 1998 and, OHS ACT regulations and all other legislation that might be relevant to this Contract or the execution thereof.
Within the period stated in the Contact Data, the *Contractor* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*. The manual includes pro-forma checklists for all requirements of the *Contractor*'s quality control and assurance program and those called for in the Scope.
Acceptance by the *Employer* of the *Contractor*'s quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the *Contractor* of his obligation to provide services which meet the requirements of the Contract.

General
The Contractor's Quality Management System shall include quality management objectives, policies, organization, procedures and work instruction that comply with the requirements of ISO 9001/2000.

Quality Plan
The Contractor shall within 20 days from the commencement date submit a Project Quality Plan for the Contract. The Plan shall indicate how the Quality System shall apply to the specific requirements of the Contract to ensure compliance of the works with the requirements of the scope of works. The Project Quality Plan shall be subject to the approval of the Service Manager.

Quality Control Plans
Quality Control Plans shall be prepared by the Contractor and/or his subcontractors for each group of activities. Where applicable, approved plant, equipment or services required to realize the specific component shall be included.

Quality Control Plans shall be submitted to the Service Manager for approval and for the inclusion of his construction monitoring activities before any construction of the permanent works may commence.

The following surveillance requirements shall be included for affirmation by the Service Manager or his representative.

Record (R) Documentary evidence of the activity and statistical analysis of the data to be retained and copied to the Service Manager.

Verification (V) The Service Manager or his representative will not necessarily be present during the activity but documentary evidence to permit verification of compliance with the requirements is generated, retained and copied to the Service Manager.

Witness (W & S) The Service Manager or his representative requires notification to permit witnessing of the activity. The notice period shall be agreed to depending on the nature of the activity and shall be reviewed from time to time. Documentary evidence shall be retained and copied to the Service Manager.

Hold (H) The Contractor may not proceed to the following activity until the Service Manager or his representative has approved the proceeding activity. Documentary evidence shall be retained and copied to the Service Manager.

Random (R) Construction monitoring by random inspection. Random construction monitoring may be carried out at any stage of the activity or preparation for the activity. Documentary evidence shall be retained and copied to the Service Manager.

The following categories shall apply in determining the requirement for a Quality Control Plan:

Category	***Clarification***	***Quality Control Plan***
Critical	A component, group of components, structure, the failure of which to comply with the specifications may affect the performance of the works of which it is a part and /or will cause a detrimental environmental impact, and /or may result in hazardous or unsafe conditions.	Required for all components.
Major	A component, group of components, structure, element of a structure or facility, other than categorized as critical, the failure of which to comply with the specifications may compromise the performance of the works of which it is a part, result in increased , maintenance and/or impact negatively on the quality of the works.	As determined by the Contractor and to the approval of the Service Manager.
Minor	All items other than those categorized as Critical or Major and which are visible and capable of rectification during routine inspections.	As determined by the Contractor

C3.3.7Training workshops and technology transfer
The Contractor shall be responsible for conducting an on-site training (or off-site training should the Contractor be in position of a training facility) on the maintenance, inspection and maintenance of airside requirements and regulations.

C3.3.8 Invoicing and payment
Within two days 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 the following Address,
Airports Company South Africa SOC Ltd
Cape Town International Airport
Private Bag X9002
Cape Town
WP
7525

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager;*
The contract number and title;
Contractor's VAT registration number;
The *Employer*'s VAT registration number 4930138393;

Description of work done by cross reference to *Service Manager*'s certificate;
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;
Quote purchase order number as a reference

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

Invoices should be submitted via email to Invoices.Acsa@airports.co.za

C3.3.9 Provision of bonds and guarantees.
The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer*'s right to termination stated in this contract.

C3.3.10 Service Level Agreements
The following service levels are the minimum service levels acceptable to the employer, the Contractor must always comply with and be able to match or better the service levels, see Annexure C

C3.3.11 Closure Duration
Closure duration is defined as the time elapsed since the maintenance call was logged with the Helpdesk to the time the contractor reports to the Helpdesk that the problem has been resolved. 95% of all breakdowns will be restored to good working condition within **4 hours, unless a special agreement exists with the employer's agent**.

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C3.4 MAINTENANCE SPECIFICATIONS: PARTICULAR (PROJECT SPECIFICATIONS)

C3.4.1 Applicable Standard Specifications

National Water Act 36 of 1998
Note: The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on civil engineering contracts and may therefore cover items of work not encountered in this particular contract.
The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

C.3.5 ANNEXURES TO THE SCOPE OF WORK

Annexures issued by the *Employer.*
[This is the list of Annexure to the Scope of Works issued by the Employer at or before the Contract Date and which apply to this contract]

Annexure	Revision	Title
Annexure A	**1**	**Occupational Health and Safety Agreement**
Annexure B	**1**	**Environmental Terms and Condition**
Annexure C	**1**	**Service Level Agreements**
Annexure D	**1**	**Maintenance Activities and Documentation**

ANNEXURE A:

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

OBJECTIVES

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

1. The Occupational Health & Safety (Act 85 of 1993), as amended and its regulations and
2. The Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993) also known as the (COID Act).
3. Construction Regulations 2014

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

The parties to this Agreement are:

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

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

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1. Definitions

1.1 “Mandatary” 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 the Company;

1.3 “Parties” means the company 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 the company;

1.5 “Stakeholder” refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;

1.6 “The OHS Act” refers to Occupational Health and Safety Act 85 of 1993, as amended;

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

1.7 “SHE” means Safety, Health and Environment.

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GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. 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.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
7. 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.
8. 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 Mandatary 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 Mandatary 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 Mandatary 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 Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

3.3 The Mandatary 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 shall 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.

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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 shall 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.

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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.

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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 shall 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.

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12. MEDICAL EXAMINATIONS

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

12.3 Standard (Basic) medical tests shall constitute the following assessments as minimum:

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening
- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

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

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further be provided with copies of any written documentation and medical reports relating to any incident.

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

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

14. SUB CONTRACTORS

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

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

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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.

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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 monitor 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 non-conformance reporting tool.

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

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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 shall 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 duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatory 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 non-compliance 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 Mandatory and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or 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 shall at all times comply with the following conditions:

- 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.
- 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.
- The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

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

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

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ACCEPTANCE BY MANDATARY

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date ……

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

Witnesses:

1. _____

2. _____

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

Witnesses:

3. _____

4. _____

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ANNEXURE B:

ENVIRONMENTAL TERMS AND CONDITIONS - 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 is not 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: 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site 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: **……...**

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Annexure C

Performance Targets (Service Level Agreement)

Response Times
Contractor must report on site for inspection within 45 minutes in case of unforeseeable emergency repairs. For all other repair that are picked during day shift contractor must respond within 15min from the time they receive a work request. Site establishment and quote submission timelines will be determined by the service manager based on the nature and urgency of the repair work.

Work Completion Times
Work commencement
- Work must be commenced with at the time determined by the service manager considering operational requirements of the airport.

Work Completion
- Work must be completed within agreed time frame for asset handover back to operations

Quality
- Materials must meet specifications requirements as outlined in SANS/SABS standards
- Equipment must meet specifications requirements as outlined in SANS/SABS standards
- Tolerances must meet specifications requirements as outlined in SANS/SABS standards
- Sub-standard work must be corrected by the contractor at own cost

Work Guarantee Period
- Guarantee period for all works must be 6 months – any failures within guarantee period must be rectified by the contractor at own cost, response and work completion times above apply.

Existing services protection
- Contractor must protect and guard against damage of existing services and infrastructure
- Contractor to verify the existing services, and take necessary precautions to if unclear
- Damage to existing services and infrastructure must be repaired by the Contractor at own cost

Housekeeping
- Contractor must ensure that at the end of working day and at work completion the site is cleaned up and no debris, surplus materials, papers or any other kind of litter which can cause FOD is left behind

Low service Damages

COMPLIANCE ITEM	STANDARD/REQUIREMENTS	METHOD OF MEASUREMENT	TARGET	DAMAGES
OHS Compliance Uniforms and staff personal protective equipment	No repeat Audit findings from Safety Department or Service Manager. Working safely and following the OHS Plan of the Contractor Use of correct Personal Protective Equipment	No incidents related to non-use of PPE Periodic (typically monthly) OHS Audits done by the H&S Dept or inspections by Service Manager	100% compliance	First incident - Contractor pays R5000 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings. Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R5000 and the permits for those in breach are confiscated for 5

				days. Contractor to make own arrangements at own cost to cover delays in works and replacement of employee. - If the same offender commits the same offense more than 3 times within 6 months , from the first incident, the Service Provider must remove the offender permanently from site
Airport permits	Airport permits must always be displayed by the staff.	Random inspections by ACSA staff member	100 % compliance	First incident - Contractor pays R2500 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings. Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R5000 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in work and replacement of employee. - If the same offender commits the same offense more than 3 times within 6 months , from the first incident, the Service

				Provider must remove the offender permanently from site
Housekeeping	Housekeeping during and after work- cleaning up after work is done.	Inspection by ACSA Surface maintenance staff	100 % compliance	Contractor pays R10 000 for grass, debris, papers or any other FOD not removed and is notified to clean up immediately. 10% of R10 000 is charged on the contractor on top of the initial R10 000 for every hour passing without contractor reporting to site and cleaning up
Interaction with the employer	Attend monthly meetings Personnel who can make decisions on behalf of the Contractor to attend the monthly meetings	Complete attendance registers Minutes of the Meeting Person attended same as the person on the Delegation of Authority, who is named as the Contractor Service Manager representing the Contractor, as per NEC clause 10.2	100% compliance	Contractor pays R1000 per scheduled meeting not attended. Maximum 3 meetings missed risk reduction meeting is held and early warning is issued. Corrective action is agreed and monitored. 4th meeting missed after risk reduction held and corrective action agreed, the service provider is charged R10 000

1	Contractor must report on site for inspection within 45 minutes in case of unforeseeable emergency repairs.	From written communication to the time contractor reports on Site with ACSA Service Manager	100% compliance	For all late Responses, R2500 per occurrence, and R500 per hour thereafter on top of the initial R2500 A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all late responses Following the early warnings and the late response continues more than 50% of the time, based on issued task orders , Contract will be terminated
Quality	• Materials must meet specifications requirements as outlined in SANS/SABS standards • Equipment must meet specifications requirements as outlined in SANS/SABS standards • Tolerances must meet specifications requirements as outlined in SANS/SABS standards • Sub-standard work must be corrected by the contractor at own cost	Site Inspection done by ACSA Service Manager of work done to the required quality, in the agreed time. Contractor to submit the quality assurance documentation to ACSA.	100% compliance	First incident – Risk reduction meeting to be held and concerns minuted. hold back payment until works have been rectified and accepted by ACSA. Second incident - Risk reduction meeting to be held and concerns minuted. hold back payment until the works have been rectified and accepted by ACSA. Deduct 20% from invoice. Third incident - Termination

Guarantees	Guarantee period for all works must be 6 months – any failures within guarantee period must be rectified by the contractor at own cost, response and work completion times above apply.	Failure experienced during the agreed guarantee period after the work is done	100% compliance	First incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost. Second incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost. contractor to credit ACSA 20% of invoice already paid. If works continuously fails with guarantee period more than 30% of time based on issued task orders, Contract Termination
Existing Services Protection	Contractor to protect and guard against damage of existing services and infrastructure. Contractor to verify the existing services and take necessary precautions if unclear. Damage to existing services and infrastructure shall be repaired by the Contractor at own cost.	Inspection by ACSA Representative	100% compliance	Risk reduction meeting to be held and concerns recorded. Early Warning issued. Damage to existing services and infrastructure shall be repaired by the Contractor at their cost. The cost of business impact to be passed onto the Contractor. If the damaged existing services are not repaired and the cost incurred by the business is not settled , the service manager may hold the payment of invoices