AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: APPOINTMENT OF A PROSPECTIVE BIDDER FOR PREVENTIVE MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, PIPES, CHANNELS, CATCH PITS AND KERB INLETS FOR A PERIOD OF THREE (3) YEARS AT KING PHALO AIRPORT (KPA)

SERVICE NUMBER: RFQ 12100

NEC 3: TERM SERVICE CONTRACT (TSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at King Phalo Airport

(Registration Number: 1993/004149/30)

and _____

(Registration Number: _____)

for **PREVENTATIVE MAINTENANCE ON THE STORMWATER DRAINAGE SYSTEM, PIPES, CHANNELS, CATCHPITS AND KERB INLETS FOR A PERIOD OF THREE (3) YEARS AT KING PHALO AIRPORT (KPA)**

Contents: **49 Pages**

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Employer Service Information

Part C4 Site Information

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

APPOINTMENT OF A PROSPECTIVE BIDDER FOR PREVENTIVE MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, PIPES, CHANNELS, CATCH PITS AND KERB INLETS FOR A PERIOD OF THREE (3) YEARS AT KING PHALO AIRPORT (KPA)

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

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

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

(in words);

(in figures)

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

for the Contractor

Signature . . . . . Date . . . . . .

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

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

. . . . . .

. . . . . .

Name and signature of witness . . . . .

Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)
Part C2: Pricing data and Price List
Part C3: Service information.
Part C4: Site information

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

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

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

for the Employer

Signature . . . . . Date . . . .

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

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

Name and signature of witness . . . . .

Schedule of Deviations

1 Subject . . . . . .

Details . . . . . .

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2 Subject . . . . . .

Details . . . . . .

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3 Subject . . . . . .

Details . . . . . .

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4 Subject . . . . . .

Details . . . . . .

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5 Subject . . . . . .

Details . . . . . .

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list
	dispute resolution Option:	**W1: Dispute resolution procedure**
	and secondary Options:	
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X17: Low service damages (as amended in Option Z)
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The *Employer* is (Name):	**Airports Company South Africa SOC Limited**
	Address	**King Phalo Airport** **66 Settlersway** **Greenfields** **East London** **5201**
10.1	The *Service Manager* is:	**Mr. Samkelo Luyenge for King Phalo Airport.**
11.2(1)	The *Accepted Plan* is	**Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.**
11.2(2)	The *Affected Property* is	**King Phalo Airport,**

11.2(13)	The *Service* is	**Appointment of a Prospective Bidder For Preventive Maintenance of the Stormwater Drainage System, Pipes, Channels, Catch Pits and Kerb Inlets for a Period of Three (3) Years at King Phalo Airport (KPA) as set out in Part C3 *Service Information*.**
11.2(14)	The following matters will be included in the Risk Register	**Public liability insurance and Indemnity. Health and safety. The method statement, Planned maintenance work Relevant Legislation**
11.2(15)	The *Service Information* is in	**The section titled Service Information included as Part C3 of this document.**
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 for reply* is	**7 calendar days**
21.1	The period within which the Contractor provides the Contractor's Plan	**14 calendar days from Contract Date**

2	**The Contractor's main responsibilities**	**Detailed in Part C3 (Service Information)**
3	**Time**	
30.1	The *starting date* is	**On signing of the contract by both parties**
30.2	The *Service Period* is	**Three (3) years from the *starting date***
4	**Testing and Defects**	**No data is required for this section of the *conditions of contract***
5	**Payment**	
50.1	The *assessment interval* is on the	**15th day of each successive month**
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	**Thirty (30) days after receipt of a valid tax invoice**
51.4	The *interest rate* is	**The prime lending rate of the Nedbank Bank, as determined from time to time.**

6	**Compensation events**	**No data is required for this section of the *conditions of contract.***
7	**Title**	**No data is required for this section of the *conditions of contract.***
8	**Risks and insurance**	**Refer to Part C1.4**
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	**Refer to Part C1.4**
9	**Termination**	**No data is required for this section of the *conditions of contract*.**
10	**Data for main Option clause**	
A	**Priced contract with price list**	**Refer to Part C2**
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**	
X1	**Price Adjustment for inflation**	**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**
X2	**Changes in the law**	**No data is required for this secondary option.**
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	**The Total loss suffered and/or damages incurred to the Employer's Property**
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	**The Total loss suffered and/or damages incurred to the Employer's Property**

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 loss suffered and/or damages incurred to the Employer's Property and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.** **The excluded matters are amounts payable by the Contractor as stated in this contract for:** - **Loss of or damage to the Employer's property,** - **Defects liability,** - **Insurance liability to the extent of the Contractor's risks** - **death of or injury to a person; infringement of an intellectual property right** - **Accidental Damage to the property of the employer by contractor, while rendering services as stipulated in the scope of works.**
Z	**The *Additional conditions of contract* are**	**Z1 – Z19**
	Amendments to the Core Clauses	
Z1	Interpretation of the law	
Z1.1	This contract is the entire agreement between the parties. Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager, the Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	**Providing the Service:**	
Z2.1	**Delete core clause 20.1 and replace with the following:** The *Contractor* provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	
Z5	**Termination**	

Z5.1	**Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".
	Amendment to the Secondary Option Clauses
Z7	**Limitation of liability:**
	Insert the following new clause as Option X18.6:
Z7.1	The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	**Cession, delegation and assignment**
Z8.1	The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
Z8.2	The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity
Z9	**Joint and several liability**
Z9.1	If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
Z9.2	The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
Z9.3	The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the Employer.
Z10	**Ethics**
Z10.1	The *Contractor* undertakes:

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

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

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

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

Z11 Confidentiality

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

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

Z11.3 This undertaking shall not apply to –

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

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

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

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

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

Z12 *Employer's* Step-in rights

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

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

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

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

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

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

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

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

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

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

Z14.5.3 the proper use of the Works.

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

Z15 Dispute resolution:

Z15.1 Appointment of the Adjudicator

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

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

Panel of Adjudicators

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

Z15.2 Appointment of the Arbitrator

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

Panel of Arbitrators

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

Z16	**Notification of a compensation event**
Z16.1	**Delete "eight weeks" in clause 61.3 and replace with "four weeks". Delete the words "unless the event arises** from the Service Manager or the Supervisor giving an instruction, issuing a certificate, changing an earlier decision or correcting an assumption.
Z17	**BBBEE and Tax Clearance Certificates**
Z17.1	The *Contractor* shall be expected to annually present a compliant BEE Certificate and a Tax clearance Certificate. Failure to adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.
Z18	**Communication**
Z18.1	**Add a new Core Clause** 14.5 and 14.6 to read as follows: The *Service Manager* requires the written consent of the Employer if an action will result in a change to the design, scope, and Service information that is 5% or more
Z18.2	The *Service Manager* requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.
Z19	**Delegation**
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the *Contractor* agrees to the following:
Z19.1	As part of this contract the *Contractor* acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations.

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	See C3 ‘Service Information’
24.1	The *Contractor’s Key people* are:	**CV’s to be appended to Tender Schedule**
	Name: Job: Responsibility: Qualifications: Experience:	
	Name: Job: Responsibility: Qualifications: Experience:	
	Name: Job: Responsibility Qualifications: Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The following matters will be included in the Risk Register	Access to Site Travelling public and ACSA stakeholders

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: **AIRPORTS COMPANY SOUTH AFRICA SOC LTD** **King Phalo Airport,** **66 Settlersway** **Greenfields,** **East London** **5201**
Physical Address: **King Phalo Airport,** **66 Settlersway** **Greenfields,** **East London** **5201**

Hereinafter referred to as "Client"

Name of organisation:
Physical Address:

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

The objective is to maintain and ensure that preventative maintenance on the Stormwater Drainage System, Pipes, Channels, Catchpits and Kerb Inlets is done in accordance with the requirements specified in the document for a period of three years (3) at King Phalo Airport (KPA).

The services intended for this contract are:

- All sand and silt to be removed from the canal bed
- Vegetation to be removed from the banks and parapet
- Rubble and refuse to be removed
- Clear inlets or entrance grids of all debris and vegetation
- Ensure inlets are secure, safe and grids are in place
- Apply weed killer around catch pits, a minimum of two (2) meter radius to ensure free flow
- Vegetation to be cleared to a width of two (2) meters on either side of the canals over the whole length of each canal
- Ensure unrestricted flow through open earth channels by nagging vegetation to acceptable height and densities.
- Ensure unrestricted flow through pipes by high pressure water jetting
- Preventive Maintenance to be done every 6 months
- Stormwater maintenance will take place on both Airside and Landside
- Material Safety Data Sheet (MSDS) - Contractor to provide these documents for the products that they will be using on site during the contract.
- Pest Control Operators (PCOs) to have valid certificate of Agriculture, Forestry and Fisheries – P Number.
- All sand, silt, rubble and vegetation to be removed from the channel at the solar plant as well as grass and tree cutting around the perimeter of the fence at the solar plant, as per task order issued.
- Conduct effluent testing, where required, in accordance with applicable environmental and regulatory requirements

See detailed scope on Annexure A

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

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

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

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

2. The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.

2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.

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

4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.

5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.

6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.

7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.

8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.

9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or Contractor on the Client's premises.

10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.

11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.

12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.

13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol, or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.

14. Full participation by the Mandatary shall be given to the employees of the Client if and

when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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

Mandatary – WCA/ Federated Employers Mutual No…….

Expiry date …….

_____ _____

SIGNATURE ON BEHALF OF MANDATARY **DATE**

(Warrant his authority to sign)

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**

AIRPORT COMPANY SOUTH AFRICA

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4: ACSA INSURANCE CLAUSES

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.

PART C2: PRICING DATA

C2.1 Pricing Assumptions

The intended pricing strategy to be followed in this tender is according to the activity schedule.

The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule. The Contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.

This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.

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

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

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

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

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

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

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

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

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

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

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

C2.2 The Price List

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

Activity Schedule

Item	Description	Unit	Frequency	Quantity	Rate	Total
Part 1: Preventative Maintenance and Cleaning						
1	Stormwater Box Culvert	No.	Twice Annually	5	R	R
2	Stormwater Channel	No.	Twice Annually	18	R	R
3	Stormwater Catchpit	No.	Twice Annually	50	R	R
4	Stormwater Catchpit 820x160mm	No.	Twice Annually	100	R	R
5	Stormwater Catchpit 1320x930mm	No.	Twice Annually	5	R	R
6	Stormwater Catchpit 1540x1375mm	No.	Twice Annually	1	R	R
7	Stormwater Kerb Inlet	No.	Twice Annually	17	R	R
8	Stormwater - (Airside and Landside) Catch Pits - Herbicide application	No.	Twice Annually	156	R	R
9	Channel at Solar Plant	m	Monthly	150	R	R
10	Grass Cutting Around Solar Plant	m^2	Monthly	3400	R	R
11	Effluent Testing	Item	Annually	1	R	R
Part 2: Stormwater Repairs						
Item	**Description**	**Unit**	**Frequency**	**Estimated Quantity**	**Rate**	**Total**
12	**Stormwater Pipe Repairs:** Repair or replacement of damaged or broken stormwater pipes, including associated fittings where required.	m	As and when required	20	R	R
13	**Stormwater Manhole Repairs:** Repair of damaged or defective stormwater manholes, including covers and frames where required.	No.	As and when required	5	R	R

Part 3: Insurance and Permits						
Item	**Description**	**Unit**	**Frequency**	**Quantity**	**Rate**	**Total**
14	Insurance (ACSA required for this contract)	Months	Annually	12	R	R
15	Airport permits & parking fees (AIT & Security awareness) Annexure A	Item	Once-off	1	-	R 30 000.00
16	Health & Safety File	Item	Annually	1	-	R
					Subtotal Year 1 Excluding VAT	R
					Subtotal Year 2 (Subtotal year 1 + 6% price escalation) Excluding VAT	R
					Subtotal Year 3 (Subtotal year 2 + 6% price escalation) Excluding VAT	R
					Contract Total Sum Excluding VAT	R
					Contract Total Sum Including VAT	R

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

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

The estimated quantities (part 2) are provided for budgeting purposes only. Actual works shall be undertaken as and when required, and payment shall be based on the actual quantities completed at the tendered rates.

Contract value

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

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

Labour rates and Mark-up

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

All rates to exclude VAT. Subject to mutual agreement between ACSA and the Contractor, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time.

Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site only.

Detail requirements regarding staff

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment used to execute the work.

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

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

Minimum qualifications of staff

Supervisor

Literate, able to read, write and speak in English. Competence in OHS act regulations applicable to the work carried out. He/she must have first aid skills. He/she must be competent in the scope of works required. Demonstrate understanding and working experience of the environmental regulations as set out in ISO 14000. OHS act for the use of chemical substances.

Labourer

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

PART 3: SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	
	Total number of pages	

PART C3: EMPLOYER'S SERVICE INFORMATION

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1. Description of the service

Executive overview

The objective is to maintain and ensure that ppreventative maintenance on the Stormwater Drainage System, Pipes, Channels, Catchpits and Kerb Inlets is done in accordance with the requirements specified in the document.

The works comprise of the following:

- All sand and silt to be removed from the canal bed
- Vegetation to be removed from the banks and parapet
- Rubble and refuse to be removed
- Clear inlets or entrance grids of all debris and vegetation
- Ensure inlets are secure, safe and grids are in place
- Apply weed killer around catch pits, a minimum of two (2) meter radius to ensure free flow
- Vegetation to be cleared to a width of two (2) meters on either side of the canals over the whole length of each canal
- Ensure unrestricted flow through open earth channels by nagging vegetation to acceptable height and densities.
- Ensure unrestricted flow through pipes by high pressure water jetting
- Preventive Maintenance to be done every 6 months
- Stormwater maintenance will take place on both Airside and Landside
- Material Safety Data Sheet (MSDS) - Contractor to provide these documents for the products that they will be using on site during the contract.
- Pest Control Operators (PCOs) to have valid certificate of Agriculture, Forestry and Fisheries – P Number.
- All sand, silt, rubble and vegetation to be removed from the channel at the solar plant as well as grass and tree cutting around the perimeter of the fence at the solar plant, as per task order issued.
- Conduct effluent testing, where required, in accordance with applicable environmental and regulatory requirements.

1.1 Employer's requirements for the service

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

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

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

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

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

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

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

1.2 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	**Meaning given to the abbreviation**
OHS act	Occupational Health and Safety act
ACSA	Airport Company South Africa
ICAO	International Civil Aviation Organization
ISO	International Standards Organization

2. Management strategy and start up.

2.1 The Contractor's plan for the service

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

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

2.2 Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk registers and compensation events	Weekly on Wednesdays at 10h00	King Phalo Airport	*Employer*, *Contractor*
Overall contract progress and feedback	Monthly on Wednesdays at 10h00	King Phalo Airport	*Employer*, *Contractor*

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the parties, the nature and the progress

of the *service*. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

2.3 Contractor's management, supervision and key people

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

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

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

2.4 Documentation control

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

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

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

2.5 Invoicing and payment

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

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

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

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

2.6 Insurance provided by the Employer

Please refer to C1.4

3. Health and safety, the environment and quality assurance

3.1 Health and safety risk management

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

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

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

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

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

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

All airside areas

All areas accessible to the public

All enclosed areas

The Terminal building

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

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

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

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

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

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to

inspect any parcel, package, handbag, and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises. The Contractor shall maintain good housekeeping standards in the area where he is working for the duration of the contract.

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

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

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

3.2 Environmental constraints and management

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

At no time shall the Contractor:

- allow any pollutive or toxic substance to be released into the air or storm water systems
- interfere with, or put at risk, the functionality of any system or service
- cause a fire or safety hazard

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

3.3 Quality assurance requirements

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

4. Procurement

4.1 People

4.1.1 Minimum requirements of people employed

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

4.1.2 BBBEE and preferencing scheme

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

4.2 Subcontracting

4.2.1 Preferred subcontractors

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

4.3 Plant and Materials

4.3.1 Specifications

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

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

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

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

4.3.2 Correction of defects

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

4.3.3 Plant & Materials provided "free issue" by the *Employer*

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

5. Working on the Affected Property

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

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

5.2 People restrictions, hours of work, conduct and records

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

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

5.3 Health and safety facilities on the Affected Property

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

5.4 Records of *Contractor*'s Equipment

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

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

5.5 Site services and facilities

5.5.1 Provided by the *Employer*

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

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

5.5.2 Provided by the *Contractor*

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

5.6 Control of noise, dust, water and waste

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

5.7 Tests and inspections

5.7.1 Description of tests and inspections

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

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

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

6. Drawings issued by the *Employer*

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

PART C4: SITE INFORMATION

King Phalo Airport

66 Settlersway

East London

5201



Figure 1: Locality map of the KPA airside precinct

ANNEXES

Title	Annex number
Service Level Agreement	**Annexure A**
Permit Prices	**Annexure B**
Environmental Terms and Conditions	**Annexure C**
OHS Specifications	**Annexure D**

ANNEXURE A - SERVICE LEVEL AGREEMENT

Detailed Scope of Works

The objective is to maintain and ensure that preventative maintenance on the Stormwater Drainage System, Pipes, Channels, Catchpits and Kerb Inlets is done in accordance with the requirements specified in the document.

The works comprise of the following:

- All sand and silt to be removed from the canal bed
- Vegetation to be removed from the banks and parapet
- Rubble and refuse to be removed
- Clear inlets or entrance grids of all debris and vegetation
- Ensure inlets are secure, safe and grids are in place
- Apply weed killer around catch pits, a minimum of two (2) meter radius to ensure free flow
- Vegetation to be cleared to a width of two (2) meters on either side of the canals over the whole length of each canal
- Ensure unrestricted flow through open earth channels by nagging vegetation to acceptable height and densities.
- Ensure unrestricted flow through pipes by high pressure water jetting
- Preventive Maintenance to be done every 6 months
- Stormwater maintenance will take place on both Airside and Landside
- Material Safety Data Sheet (MSDS) - Contractor to provide these documents for the products that they will be using on site during the contract.
- Pest Control Operators (PCOs) to have valid certificate of Agriculture, Forestry and Fisheries – P Number.
- All sand, silt, rubble and vegetation to be removed from the channel at the solar plant as well as grass and tree cutting around the perimeter of the fence at the solar plant, as per task order issued.
- Conduct effluent testing, where required, in accordance with applicable environmental and regulatory requirements.

Storm Water Maintenance Activities			
No	**Activity**	**Details**	**Frequency**
1	Storm Water Pipes	Clean and flush all storm water pipes	Bi-Annually
		Remove silt at all low points	
2	Concrete Canals	Sand and silt to be removed from all canal bed	
		Vegetation to be removed from all banks and parapet	

		Rubble and refuse to be removed	Bi-Annually
		Visual assessment of all concrete sla for distresses	
3	Catch Pits	Clear inlets or entrance grids of all debris and vegetation	Bi-Annually
		Ensure all inlets are secure, safe and grids are in place	
		Apply Herbicide around all catch pits, a minimum of two (2) meter radius to ensure free flow	
4	Open Earth Channels	Ensure unrestricted flow through open earth channels by managing all vegetation to acceptable height and densities	Bi-Annually
		All new open earth channels shall be lined with grass blocks	
		Vegetation to be cleared to a width of two (2) meters on either side of the canals over the whole length of each canal	

Storm water Infrastructure

Storm Water Pipes		
Type	**Catchment**	**Grid**
Main Concrete Tunnel	Concrete	Inlet from small tunes
Open Tunnels	Ground / Grass	Open Collection
Underground Tunnels	Storm Water Pipes	Concrete
Intake Grids	Brick Manhole	Steel Grid

Occupational Health and Safety

- All work on site must comply with OHS Act regulations. It is the Service provider's responsibility to ensure that all necessary documentation and procedures, as required by ACSA Occupational Health and Safety Department, are in accordance with the OHS Act.

Employer's requirements for the service

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

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

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

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable and trustworthy of the Preventative Maintenance on the Stormwater Drainage System, Pipes, Channels, Catchpits and Kerb Inlets procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the ACSA Permit Office.

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

ANNEXURE B - Permit Prices

Permit Costs

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

ANNEXURE C – ENVIRONMENTAL TERMS AND CONDITIONS

ACSA Service & Maintenance Contractors
Environmental Terms and Conditions to Commence Work - EMS 048

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

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 minimise noise generated on site as a result of work operations. • The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	• Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment at all times in their work area. • Contractors must keep on file: 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 with Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately).

	• All Contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The Contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all Contractors and their employees prior to commencing works at the airport.

Penalties

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

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

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final.

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

I, _____ (name & surname) of _____

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

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

at: _____ (airport name).

ANNEX D – OSHE SPECIFICATIONS

Contractor/Stakeholder Name:		Contract Number	
Project Manager:		Airport:	
Area where work is to be performed:		Dated	
Scope of Work			

No.	Document requested	Status received (Yes/ No/N/A)	Compliance Status/ Comments
1.	Mandatory OHS appointments		Required
	Section 16(1), 16(2) & 8(2)		Required
	SHE Representative		Required
	First Aider(s) (Must have formal competency)		Required
	Fire Marshall	n/a	
	Supervisors		Required
	Lifting supervisor	n/a	
	Construction 5(k)	n/a	
	CR 8(1) Construction work Manager (Must have formal competency)	n/a	
	CR 8(2) Assistant Construction work Manager	n/a	
	CR 8(5) Construction H&S Officer (Must have formal competency)	n/a	
	CR 8(7) Construction work Supervisor	n/a	
	CR 8(8) Assistant Supervisor (Must have formal competency)	n/a	
	Fall protection planner (Must have formal competency)	n/a	
	CR 13(1)(a) Excavation Supervisor (Must have formal competency)	n/a	
	Risk Assessor (Must have formal competency)		Required
	Incident Investigator		Required
	CR 16(1) /SANS 085 Scaffolding Inspector (Must have formal competency)	n/a	
	CR 18(1) Rope Access Supervisor (Must have formal competency)	n/a	
	CR 24 & EMR 9 Electrical Tool Inspector	n/a	
	CR 29(H) Fire Fighting Equipment Supervisor (Must have formal competency)	n/a	
	CR 23 Construction Vehicles & Mobile Plant Operator	n/a	
	GSR 13 Ladder Inspect	n/a	
	Portable (Hand) Tool inspector		Required
	CR 28(a) Stacking and Storage Supervisor (Must have formal competency)	n/a	
	HCS Supervisor (HCS Regulations)	n/a	
	OHSA 19 SHE Committee Members (If more than 2 SHE Reps on site)	n/a	
	Covid-19 compliance officer	n/a	
2.	Scope of work		Required
3.	Covid-19 Policy	n/a	
4.	Risk assessments		Required
5.	Equipment and tools list		Required
6.	Safe working procedures including covid-19 response procedure		Required

7.	Procedure for employees refusing to work due to covid-19	n/a	
8.	Toolbox talks		Required
9.	Induction records of employees on covid-19	n/a	
10.	Reporting of OHS Surveillance Data to DoH		Required
11.	Vulnerable employee's declaration process		Required
12.	Daily screening process for employees and visitors	n/a	
13.	MoU or contract for secondary screening of symptomatic persons at work	n/a	
14.	PPE issue records for employees (inclusive of cloth masks)		Required
15.	ACSA Safety, Health and Environmental Induction		Required
16.	Signed Section 37(2) Agreement (ACSA & Principal Contractor/Principal contractor & Subcontractor is sub-contracting)		Required
17.	Valid Letter of Good Standing		Required
18.	Method Statement		Required
19.	Project Specific SHE Plan	n/a	
20.	Fall protection and rescue plan where applicable	n/a	
21.	Lifting plan where applicable	n/a	
22.	Valid Medicals fitness certificates as per Annexure 3 of the CR 2014 regulations		Required
23.	ID copies of the employees on-site		Required
24.	Pre-populated WCL2 form		Required
25.	Emergency Plan and Contact details for emergencies		Required
26.	Proof of competencies		Required
27.	Notification of construction work or Construction Permit if applicable.	n/a	
28.	Signed Environmental Terms and Conditions to Commence Work –EMS 048 attached		Required
29.	Approved Airside Safety Plan		Required
30.	Register of sub-contractors and activities to be undertaken	n/a	If required for sub-contractor to be used
31.	Select relevant high-risk activity to be performed. • Work at Heights • Hot Work • Work on Electricity • Work in Confined Space • Excavation • Work on machinery (High Pressure Jet) • Other	X	