

NEC3 Term Service Contract (TSC)

**AIRPORTS COMPANY SOUTH AFRICA
CAPE TOWN INTERNATIONAL AIRPORT**

TENDER NO.: CIA 7893/2025/RFP

**TERM SERVICE CONTRACT FOR THE MAINTENANCE OF WATER RETICULATION,
SEWERAGE, & STORMWATER SERVICES.**

CONTRACT

VOLUME 2

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME: Maintenance of Water Reticulation, Sewerage & Stormwater services at Cape Town International Airport (CTIA) for 5-year term contract.

PROJECT NUMBER: CIA 7893/2025/RFP

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 Water reticulation, Sewerage and Stormwater services at Cape Town International Airport (CTIA) for 5-year term contract.**

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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 Water reticulation, Sewerage and Stormwater services at Cape Town International Airport for the period of 5 years.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R..... (in figures)

.....

..... (in words);

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)*

Date

Name &
signature of
witness



Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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.

Confidential

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 <i>conditions of contract</i> 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)	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 <i>Employer</i> 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 <i>Service Manager</i> is	Civil Technician Maintenance TBC
	Address	Airports Company South Africa, 3rd Floor ACSA, Southern Office Block Cape Town International Airport 7525
	Telephone	021 937 1200
11.2(2)	The <i>Affected Property</i> is	Cape Town International Airport

11.2(13)	The <i>service</i> is	The Maintenance of water reticulation, sewerage and stormwater services at Cape Town International Airport (CTIA) For 5-year term contract as fully detailed in the Scope of Work Part C3.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> • Availability of As Built information • Access to Site • Statutory approvals and ACSA approvals • Site Constraints and Constructability • Notification of Claims • Financial and Procurement • Risk of injury to contract personnel and all airport users
11.2(15)	The <i>service Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2	The <i>Site Information</i> is in	Part C4 'Works Information' section of this contract
11.2	The <i>boundary of the site</i> is	Cape Town International Airport – Landside and Airside
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period of reply</i> is	7(seven) business days
2	<i>The Contractor's main responsibilities</i>	<i>Detailed in Part C3</i>
3	Time	
30.1	The <i>starting date</i> is	on signing of contract by ACSA.
30.2	The <i>Service Period</i> is	5 years from Starting Date
4	Testing and Defects	
42.2	The <i>defects date</i> is	12 (twelve) months after Completion of the whole of the <i>works</i>
43.1	The <i>defects correction period</i> is	2 (two) weeks
5	Payment	
50.1	The <i>assessment interval</i> is	15th day of each successive month
50.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment is made is	4 (four) weeks

51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time.
8	Risks and Insurance	
83.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data.
83.2	The <i>Contractor</i> 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	<p>Applicable as per Section 9 of the NEC3 TSC3 (April 2013)</p> <p>Should the contractor not comply with the requirements of the Service Level Agreement in Core Clause 21, the employer is entitled to terminate the works.</p> <p>If the Contractor defaults by failing to comply with his obligations and fails to remedy such default within 4 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 terminate the contract.</p> <p>In Line with clause 93.2, A4: the direct fee percentage shall be 5%.</p>
	Data for Main Option clause	
A	Priced contract with Activity Schedule	as detailed in Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.
11	Data for Option W1	

W1.1	The <i>Adjudicator</i> is	<p>The person appointed jointly by the parties from the list of adjudicators contained below</p> <table border="1"> <thead> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td><td>Gauteng</td><td>+27 11 282 3700 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@mw eb.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> </tbody> </table>	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@mw eb.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
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W1.2(3)	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council or his successor or nominee																								
W1.4(2)	The <i>tribunal</i> is	Arbitration																								
W1.4(5)	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> 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(5)	The place where arbitration is to be held is	Johannesburg, South Africa.																								
W1.4(5)	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																									
X1.2	Price Adjustment Factor	X1.2 If an index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated, and a correction included in the next assessment of the amount due.																								

X17	Low Service Damages	
	Low service damages of the services are	As per C3- Low services damages
X18	Limitation of Liability	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The total costs of incurred losses and or repairs to the damages caused
X18.3	The <i>Contractor's</i> total liability to the <i>Employer</i> for defects due to his design which are not listed on the Defects Certificate is limited to	The total costs of incurred losses and or repairs to the damages caused
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total costs of incurred losses 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.</p> <p>The e excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> - Loss of or damage to the Employer's property, - Delay damages, - Defects liability, - Insurance liability to the extent of the Contractor's risks - loss of or damage to property (other than the <i>works</i>, Plant and Materials), - death of or injury to a person; - damage to third party property; and - infringement of an intellectual property right
X18.5	The <i>end of liability date</i> is	The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation)
X19	Task Order	

X19.1	Identified and Defined terms	<p>(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.</p> <p>(2) A Task Order is the Service Manager's instruction to carry out a Task.</p> <p>(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.</p> <p>(4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract</p>
X19.2	Providing the service	<p>X19.2 A Task Order includes:</p> <ul style="list-style-type: none"> • 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		<p>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.</p> <p>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</p>
X19.4	Time	<p>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.</p>
X19.5	Task Order Programme	<p>The Contractor submits a Task Order programme to the Service Manager for acceptance within the period stated in the Contract Data.</p>
Z	The <i>Additional conditions of contract</i> 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 <i>Project Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.
Z2	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 <i>Contractor's</i> 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 <i>Contractor</i> 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 <i>Contractor</i> 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 <i>Contractor</i> not exercising reasonable skill, care and diligence in the design of Equipment;
Z2.2.1.7	correcting Defects caused by the <i>Contractor's</i> failure to comply with a procedure set out in his quality plan;
Z2.2.1.8	correcting Defects which the <i>Contractor</i> 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 <i>Contractor</i> provides the <i>Services</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Services</i> , 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:
Z7.1	Insert the following new clause as Option X18.6: The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> may cede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liabilities
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
Z9.2	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Project Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
Z9.3	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
Z10	Ethics
Z10.1	The <i>Contractor</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Contractor</i> 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 <i>Employer</i> , the <i>Employer</i> 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 <i>Contractor</i> 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 <i>Project Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Project Manager</i> .
Z11.3	This undertaking shall not apply to –
Z11.3.1	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> 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 <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> 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 <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> 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 <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Project Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
Z11.5	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
Z12	<i>Employer's Step-in rights</i>
Z12.1	If the <i>Contractor</i> 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 <i>Project Manager</i> , the <i>Employer</i> , 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 <i>Contractor</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
Z12.2	The <i>Contractor</i> co-operates with the <i>Employer</i> 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 <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Project Manager</i> to achieve this end.
Z13	Liens and Encumbrances
Z13.1	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , 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 <i>works</i> .		
Z14.3	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works		
Z14.4	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP		
Z14.5	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> 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 <i>Contractor's</i> design, manufacture, construction or execution of the Works		
Z14.5.2	the use of the <i>Contractor's</i> Equipment, or		
Z14.5.3	the proper use of the Works.		
Z14.6	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> 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		
	<p>An <i>Adjudicator</i> 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 <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below</p> <p>The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013</p>	Panel of Adjudicators	
		Name	Location
		Adv. Ghandi Badela	Gauteng
		Mr. Errol Tate Pr. Eng.	Durban
		Adv. Saleem Ebrahim	Gauteng
		Mr. Sebe Msutwana Pr. Eng.	Gauteng
		Mr. Sam Amod	Gauteng
		Adv. Sias Ryneke SC	Gauteng
		Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria
		Contact details (phone & e mail)	
			+27 11 282 3700 ghandi@badela.co.za
			+27 11 262 4001 Errol.tate@mweb.co.za
			+27 11 535-1800 salimebrahim@mweb.co.za
			+27 11 442 8555 sebe@civilprojects.co.za
			sam@samamod.com
			083 653 2281 reyneke@duma.nokwe.co.za
			+27 12 349 2027 emeka@gosiame.co.za
Z16.2	Appointment of the Arbitrator		

	<p>An <i>Arbitrator</i> 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 <i>Arbitrator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Arbitrator</i> listed in the Panel of <i>Arbitrators</i> below</p>	<table> <tr> <th colspan="3">Panel of Arbitrators</th></tr> <tr> <th>Name</th><th>Location</th><th>Contact details (phone & e mail)</th></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>	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
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Z17	Notification of a compensation event																												
Z17.1	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.”																												
Z18	BBBEE Certificate																												
Z18.1	The <i>Contractor</i> 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.																												
Z19	Communication																												
Z19.1	Add a new Core Clause 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 10% or more																												
Z19.2	The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.																												
Z20	Delegation																												
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:																												
Z20.1	As part of this contract the <i>Contractor</i> acknowledge that it (mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act No 85 of 1993 as amended and agree to ensure that all work being performed, or Equipment, Plant and Materials being used, are in accordance with the provisions of the said Act, and in particular with regard to the Construction Regulations																												
Z21	Health, safety and the environment																												

Z21.1	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> and shall complete the “S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure A.
Z21.2	Without limitation, the <i>Contractor</i> :
Z21.2.1	accepts that the <i>Employer</i> 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 <i>Services</i> , 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.
Z21.3	The <i>Contractor</i> , in and about the execution of the <i>Services</i> , 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 <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.

PART C1.2b CONTRACT DATA		
Part two – data provided by the <i>contractor</i>		
Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	Cape Town International airport -Landside and Airside areas
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	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

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT – OHS 040

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: <p style="text-align: center;">AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</p>
Physical Address: <p style="text-align: center;">Airport Company South Africa South Africa SOC Limited</p> <p>The Maples, Riverwoods, 24 Johnson Road, Bedfordview, Gauteng, South Africa, 2008</p> <p>P O Box 75480, Gardenvue, Gauteng, South Africa, 2047</p>

Hereinafter referred to as “Client”

Name of organisation:
Physical Address

Hereinafter referred to as “the Mandatary/ Principal Contractor”

1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 2.1 "Client" refers to the Company;
- 3.1 "Parties" means the company and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 4.1 "Services" means the services provided by the Contractor or Stakeholder to the company;
- 5.1 "Stakeholder" refers to companies conducting business at the company premises or within close proximity where there is an interface with company operations;
- 6.1 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;

 "The COIDA Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 7.1 "SHE" means Safety, Health and Environment.

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

- a) The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
- b) Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
- c) All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- d) To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- e) Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
- f) Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.

- g) This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
- h) The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

4. SHE Risk Management

- 1.1 The Mandatory 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.
- 2.1 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatory 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

Mandatory 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 Mandatory shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 1.1 The Mandatory 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 Mandatory shall immediately be provided to the Client.
- 2.1 The Mandatory 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.
- 3.1 The Mandatory 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 Mandatory 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.
- 4.1 Notwithstanding the provisions of the above, the Mandatory 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.
- 5.1 The Mandatory 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

- 1.1 The Mandatory 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.
- 2.1 The Mandatory 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.

- 3.1 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

- 1.1 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.
- 2.1 Without derogating from the generality of the above, the Mandatary and his / her responsible persons shall make available to the Client and his / her representative, on request, all and any checklists and inspection registers required to be kept by him / her in respect of any of his / her materials, machinery or equipment and facilities.

9. WORK PROCEDURES

- 1.1 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.
- 2.1 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.
- 3.1 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.
- 4.1 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

- 1.1 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.

- 2.1 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.
- 3.1 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

- 1.1 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.
- 2.1 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.
- 3.1 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 4.1 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.
- 5.1 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 1.1 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.
- 2.1 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.

3.1 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

- 1.1 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.
- 2.1 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.
- 3.1 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.
- 4.1 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

- 1.1 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:

- 2.1 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.

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

- 1.1 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.
- 2.1 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

- 1.1 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.
- 2.1 The Client reserves a right to do substance abuse testing and main entry points for the Mandatary employees.
- 3.1 Intoxication limits shall be adhered to as stipulated on Client Substance Abuse Policy.
- 4.1 Records of substance abuse testing shall be filed on the SHE File and made available to the Employer on request.

20. PERSONAL PROTECTIVE EQUIPMENT

- 1.1 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.
- 2.1 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.
- 3.1 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

21. PLANT, MACHINERY AND EQUIPMENT

- 1.1 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.
- 2.1 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.
- 3.1 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

- 1.1 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.
- 2.1 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

- 1.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.
- 2.1 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

- 1.1 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.
- 2.1 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.
- 3.1 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 Mandatary and the Client.
- To claim immediate performance and/or payment of such obligations.
- Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

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.



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.

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

Witnesses:

1. _____

2. _____

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

DATE

Witnesses:

3. _____

4. _____

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

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

C2.1 Pricing Instructions

C2.2 Pricing Data

PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option A

Amplification of or assumptions about measurement items

1. Option A is a priced contract where the Prices are derived from a list of items of service, which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Quantity of 1 is not the actual quantity of product/service required by this contract but intended to obtain rate for each item. Quantities will vary according to service requirements during this contract.
2. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
11. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
12. Variations in the scope and extent of the work shall be allowed to meet the Employer'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.
13. 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.
14. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Service Manager.

15. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
16. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
17. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.
18. No admin fee shall be payable on sub-contractor remuneration.

DISBURSMENT SCHEDULE

- (a) Only service related costs listed below and presented to ACSA will be compensated by ACSA.
- (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the service(s) is deemed to be inclusive in the agreed fee structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA service representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- (c) All rates are exclusive of VAT
- (d) Health and Safety Agent will appoint his/her personnel all cost should be included in the pricing.
- (e) No mark-up on any disbursement cost will be paid.
- (f) No payment for disbursement will be made for the following:
 - Travelling (except for on-site travelling) and accommodation
 - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
 - Telephone calls
 - Cellular calls
 - Computer costs
 - Telefaxes (outgoing or incoming)
 - Email (sent or received)

ADDITIONAL NOTES:

Permits:

Please note that before working at Cape Town International Airport, all personnel (all members of the contractor team, both from the main contractor and sub-contractor's) will be required to be in possession of an ACSA permit.

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

The Contractor must ensure that he/she is, at all times, 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 in the event that a permit request is refused.

C2.2. The Activity Schedule

*This amount should be carried over to the form of offer Part C1.

NB: This is a maintenance Contract, which in its nature is an ADHOC Contract, the Contractor shall not be permanently based on site and shall be called to come and do work as and when requested by the Employer (ACSA).

Applicable Standard Specifications

1. The Bill of Quantities shall be interpreted in conjunction with the following code of practice. We acknowledge that SANS 1200 standards are superseded by SANS 2001. Reference is made to SANS 1200 for the system of measurement but read in conjunction with the provisions for SANS 2001 and their relevant functionality requirements.
 - SANS 1200 A – General
 - SANS 1200 AA – General (Small works)
 - SANS 1200 D – Earthworks
 - SANS 1200 DA – Earthworks (Small works)
 - SANS 1200 DB – Earthworks (Pipe Trenches)
 - SANS 1200 G – Concrete (Structural)
 - SANS 1200 GA – Concrete (Small works)
 - SANS 1200 L – Medium pressure
 - SANS 1200 LB – Bedding (pipes)
 - SANS 1200 LF/LD – Erf connections (Water & Sewer)
 - SANS 1200 LK: Valves
 - SANS 1200 LN: Steel pipes and lining
 - SANS 1200 LG: Pipe Jacking
 - SANS 1200 LE/LD - Stormwater Infrastructure
 - SANS 1200 LD – Sewer Pipelines
 - SANS 1200 L/B - HDPE/UPVC
 - SANS 1200 LD/LE - Chambers and Valve Boxes
2. The latest version of SANS shall be used for this Contract
3. Payments shall be in accordance with SANS 1200.
4. The units of measurement in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows.
5. % - percent
6. hr – hour
7. Ha - hectare (10 000 m²)
8. Kg – kilogram
9. Kl – kilolitre (1000 litres)

10. Km – kilometre

11. kPa – kilopascal

12. kW – kilowatt

13. l – litre

14. m – metre

15. mm – millimetre

16. m² - square metre

17. m³ - cubic metre

18. MPa – Megapascal

19. No. – number

20. SUM – lump sum

21. t – ton (1000 kg)

22. Qty. - Quantity

23. For the purpose of the Bill of Quantities 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 Bill of Quantities 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 nine (9) hours 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.

Each: The whole work to be done under an item per specific intervals as may be requested by the Service Manager or his representative.

Item: An individual unit which includes several tasks to form one activity.

Visit: Visiting any areas at the airport as may be requested by the Service Manager or his representative, for the purpose of doing work as may be specified and agreed between the Contractor and The Service Manger or His representative.

Weekends: Refer to Saturday and Sunday.

Public Holidays: A Day generally established by South African government as a non-working day during the year.

Builders holiday/break: Builders holiday/break may start from the 2nd week of December of current year until the first week of January of the following year, as may be nationally published amongst South African construction industry. The dates shall be discussed and agreed with the Service Manager. The builders' holiday is usually not greater than 4 weeks.

24. The prices and rates in the activity schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates cover all costs and expenses that may be required in and for the execution of work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overheads charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
25. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included for and included in the unit rates and sum amount tendered such items.
26. The quantities set out in the activity schedule are approximate and do not necessarily represent the actual amounts of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
27. Labour charges: this hourly rate can be used in instances where there is no fixed item in the activity schedule dedicated for specific work. The use of this item shall be agreed with the Service Manager or a representative that may be appointed by the Employer.
28. Note: All rates in the BOQ are VAT exclusive.

Preliminaries and Generals costs

Section A: Preliminary & General

Item no.	Description - Contract Administration Costs	Frequency	Quantity	Cost per item	Total cost
Preliminary and General - Contract Administration Costs:					
1	Airport Safety Induction Training.	Provisional sum	1	R60 000.00	R60 000.00
2	Airport personnel permits and vehicle branding	Provisional sum	1	R200 000.00	R200 000.00
3	Installation of squitter's, tetra radio and vehicle branding	Provisional sum	1	R40 000.00	R40 000.00
Total preliminaries and general costs					R250 000.00

- *N.B. Contract administrative costs **not payable upfront** but will be drawn off this amount as and when required. This amount covers the full contract duration of 60 months.*
- *Safety induction to be done every two (2) years.*
- *Preliminaries and generals 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.*

Section B - Labour, plant & equipment, and material.

Brought forward						Amount	
						R	C
B	SANS 1200	Dayworks					
Item	Specification	Description	Unit	Qty.	Rate	R	C
1	SANS 1200 A: 2.8.1; 8.5; 8.6.	Labour charges ^d .					
1.1		Contract Manager ^d					
		a) labour hours.	hr	1		Rate only	
1.2		Supervisor ^d .					
		a) labour hours.	hr	1		Rate only	
1.3		Artisan ^d .					
		a) Labour hours.	hr	1		Rate only	
1.4		Labour ^d .					
		a) Labour hours.	hr	1		Rate only	
1.5		Other Labour					
		Mark-up on proven (i.e. ECSA gazette etc) and certified rates approved by the Service Manager ^d	%				
		Emergency Call					
1.6		a) Call out fee for emergency work ^c .	Visit	50			

1.7	C3.3.5.1	Provision of PSiRA Security Guards as approved by Employer's Agent					
		a) PSiRA Grade C Armed Guard	day			Rate only	
		b) PSiRA Grade C UnArmed Guard	day			Rate only	
Total							
Carried forward							

Section C – General.

						R	C
Brought forward							
C	SANS 1200						
Item	Specification	Description	Unit	Qty	Rate	R	C
1	Refer to item 3.1.6.2.6.6. under contract specification. SANS 1200 A: 5.2; 8.8. SANS 1921-2:2004.	Traffic accommodation ^a .					
1.1	Refer to items on the contract specification below.	Traffic accommodation establishment ^a .					
	3.1.6.2.6.5 (a)	(a) Short Term Works.	Visit	5			
	3.1.6.2.6.5 (b)	(b) Urban streets - One-Way traffic accommodated.	Visit	5			

	3.1.6.2.6.5. (c)	(c) Urban streets - Lane Closure in and beyond junction.	Visit	5			
2	Refer to item 3.1.6.2.6.14 on the pages below.	CCTV inspection and pipe condition assessment ^a .					
2.1	Refer to item 3.1.6.2.6.14 on the pages below	CCTV camera inspection ^a .					
		a) Inspection including a written report on DVD.	m	100			
2.2	Refer to item 3.1.6.2.6.14 on the pages below	Pipe condition assessment including a written report ^a .	m	250			
3	Refer to item 3.1.6.2.6.15 on the pages below.	Over-pumping with maximum 100m delivery ^a .					
3.1		0-30 l/s.	hr	50			
3.2		30-60 l/s.	hr	50			
3.3		60-150 l/s.	hr	50			
4		Excavation ^a .					
4.1	SANS 1200 D: 5.2; 8.3; SANS 1200 LG: 5.1 to	Launching or pulling pits for pipe-cracking or point					

	5.8. SASTT-TS-TT2:2013	repairs. And set up all machinery ^a .					
		a) 0 to 1 m deep	m3	20			
		b) 1 to 2 m deep	m3	20			
		c) 2 to 3 m deep	m3	20			
		d) 3 to 4 m deep	m3	20			
4.2	Refer to item 3.1.6.2.6.16 on the pages below.	Pipe cracking ^a .					
		a) 110mm.	m	12			
		b) 125mm.	m	12			
		c) 160mm.	m	12			
		d) 200mm.	m	12			
		e) 225mm.	m	12			
		f) 250mm.	m	12			
		g) 300mm.	m	1		Rate only	
4.3	SANS 1200 D: 5.2.3.2; SANS LB: 5.1 to 5.4.	Trenches for new pipelines ^a .					
		a) 0 to 1 m deep	m3	20			
		b) 1 to 2 m deep	m3	20			
		c) 2 to 3 m deep	m3	20			
		d) 3 to 4 m deep	m3	10			
		e) Trial holes	m3	10			

4.4	SANS 1200 F: 3.1 to 3.4; 4.1 to 4.4.; 5.1 to 5.10; 6.1 to 6.3; 7.1 to 7.8; 8.1 to 8.2.	Shoring ^a .					
		a) 1,0 – 2,0 m	m	10			
		b) 2,0 – 3,0m	m	10			
		c) 3,0 – 4,0 m	m	10			
4.4. 1		Shoring for point repairs	m				
		a) 2 to 3 m deep.	m2	1			
		b) 3 to 5 m deep	m2	1			
4.5	SANS 1200 D: 8.3.	Extra-over for excavating in ^a .					
		a) premix.	m2	15			
		b) brick paving.	m2	10			
		c) concrete (up to 250 mm thick).	m2	30			
		d) grass.	m2	10			
4.6	SANS 1200 M: 3.1 to 3.3; 4.5 & 6.	Reinstatement ^a .					
		a) Base course (G3 – 150mm supply, lay and compact to 100% MOD AASHTO).	m3	200			
		b) Base course (G5 – 150mm supply, lay and compact to 95% MOD AASHTO).	m3	200			

		c) Natural Gravel – 150mm supply, lay and compact to 95 MOD AASHTO.	m3	600			
		d) Import back filling sand, place and compact.	m3	700			
		e) Premix 30mm thick (continuously graded - COTO medium type)	m2	400			
		f) Premix 50mm thick (continuously graded - COTO medium type)	m2	100			
		g) Brick paving. Concrete interlocking block paving (Class 30. 200x100x80mm thickness) complete with sand bedding and joint filling sand.. Colour to match or be similar to existing.	m2	100			
		h) Grass.	m2	100			
		h) Concrete (100mm) (30 MPa)	m2	100			
4.7	SANS 1200 L: 3.11;5.7.	Supply and install new cover and frame on existing manholes and catch pits ^a .					
		a) Type - Heavy duty type.	Each	15			
		b) Type – Lite duty.	Each	15			
		c) Ion (Heavy Duty) stormwater grating frame.	Each	15			
		d) Concrete stormwater grating frame.	Each	15			

4.8	SANS 1200 L: 3.11;5.7.	Construct manholes (Water Mains) complete with Heavy duty covers and frame ^a .					
		a) 0 to 1.0m	Each	25			
		b) 1.0 to 2.0m	Each	15			
		c) 2.0 to 3.0m	Each	10			
4.9	SANS 1200 L: 3.11;5.7.	Construct manholes (Water Mains) complete with lite duty covers and frames ^a .					
		a) 0 to 1.0m	Each	15			
		b) 1.0 to 2.0m	Each	15			
		c) 2.0 to 3.0m	Each	10			
4.10	SANS 1200 LD: 3.5	Construction of a manhole complete (for sewer main), with clay bricks, a concrete slab and install heavy duty covers and frames ^a .					
	Type 1	a) 0 to 1m deep	Each	5			
	Type 1	b) to 2m deep	Each	5			
	Type 2	c) 2 to 3m deep.	Each	5			
4.11	SANS 1200 LD: 3.5	Construction of a new manhole complete (sewer main), with clay bricks, a concrete slab and install lite duty covers and frames ^a .					

	Type 1	a) 0 to 1m deep	Each	5			
	Type 1	b) to 2m deep	Each	5			
	Type 2	c) 2 to 3m deep.	Each	5			
4.12	SANS 1200 LE: 3.4	Supply and install new cover and frame on existing stormwater catch pits ^a .					
		a) Heavy duty	Each	10			
		b) Light duty	Each	10			
4.13	SANS 1200 LE: 3.4 to 3.5	Construct a manhole complete (stormwater), with clay bricks, concrete slab, and install a new heavy-duty cover and frame ^a .					
		a) 0 to 1m deep.	Each	5			
		b) 1 to 2m deep.	Each	5			
		c) 2 to 3m deep.	Each	5			
		d) Single catch-pit	Each	5			
		e) Double catch-pit	Each	5			
4.14	SANS 1200 AA: 2.1 to 2.8; 4.1, 4.2; 5.1 to 5.5; 7.1 to 7.3.	Demolish manholes complete and dump rubble to an approved dumping site ^a .					
		a) 0 to 1.0m deep.	Each	3			
		b) 1.0 to 2.0m deep.	Each	3			
		c) 2.0 to 3.0m deep.	Each	3			

5		Pipe replacement ^a.					
5.1	SANS 1200 LD: 3.1 to 3.6, 4.1 to 4.3; 5.1 to 5.10; 6.1 to 6.2;	Supply, lay, bed, install and test Class 16 PVC pipes with O rings joints to replace existing sewer mains ^a .					
		a)100mm	m	20			
		b) 110mm.	m	20			
		c) 150mm.	m	20			
		d) 200mm.	m	20			
		e)225mm	m	6			
		f) 250mm.	m	6			
		g) 300mm.	m	6			
5.2	SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3. 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.	Supply, bed, install and test Class 12,5 Type V HDPE to replace existing water mains (Joints by but- welding) ^a .					
		a) 110mm.	m	6			
		b) 125mm.	m	6			
		c) 160mm.	m	6			
		d) 200mm.	m	6			
		e) 225mm.	m	6			
		f) 250mm.	m	6			
		g) 300mm.	m	6			
		h) 355 mm.	m	6			
		i) 400mm.	m	6			

5.3	SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3; 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.	Supply, bed, install and test Class 12,5 Type V LDPE to replace existing water mains (Joints by electrofusion) ^a					
		a) 110mm.	m	6			
		b) 125mm.	m	6			
		c) 160mm.	m	6			
		d) 200mm.	m	6			
		e) 225mm.	m	6			
		f) 250mm.	m	6			
		g) 300mm.	m	6			
5.4	SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3. 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.	Supply, bed, install and test Class 12,5 Type V HDPE to repair a broken/leaking water pipe (Joints by but-welding) ^a .					
		a) 110mm.	Each	6			
		b) 125mm.	Each	6			
		c) 160mm.	Each	6			
		d) 200mm.	Each	6			
		e) 225mm.	Each	6			
		f) 250mm.	Each	6			
		g) 300mm.	Each	6			
5.5	SANS 1200 L: 3.1 to 3.11; 4.1	Supply, bed, install and test Class 12,5 Type V					

	to 4.3. 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.	HDPE to repair a broken water pipe (Joints by electrofusion) ^a					
		a) 110mm.	Each	6			
		b) 125mm.	Each	6			
		c) 160mm.	Each	6			
		d) 200mm.	Each	6			
		e) 225mm.	Each	6			
		f) 250mm.	Each	6			
		g) 300mm.	Each	6			
5.6	SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3. 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.	Supply, bed, install and test Class 9-12 uPVC pipes with uPVC couplings to replace/connect existing water mains (Joints with spigot and socket rubber ring type) ^a .					
		a) 50mm.	m	6			
		b) 70mm.	m	6			
		c) 100mm.	m	6			
		d) 110mm.	m	6			
		e) 150mm.	m	6			
		f) 200mm.	m	6			
		g) 250mm.	m	6			
		h) 300mm.	m	6			
		i) 350mm.	m	6			
		j) 355mm..	m	6			

		k) 400mm	m	6			
5.7	SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3; 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.	Supply, bed, install and test Class 9-12 uPVC pipes with uPVC couplings to replace existing water mains (Join with Viking Johnson (VJ) flexible couplings) ^a .					
		a) 100mm.	m	6			
		b) 110mm.	m	6			
		c) 150mm.	m	6			
		d) 200mm.	m	6			
		e) 250mm.	m	6			
		f) 300mm.	m	6			
		g) 350mm.	m	6			
		h) 355mm.	m	6			
		i) 400mm.	m	6			
5.8	SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3. 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4	Supply, bed, install and test Class 9-12 uPVC pipes with uPVC couplings to repair a broken/leaking water pipe (Joints with spigot and socket rubber ring type) ^a .					
		a) 50mm.	Each	5			
		b) 70mm.	Each	5			
		c) 100mm.	Each	5			
		d) 110mm.	Each	5			

		e) 150mm.	Each	5			
		f) 200mm.	Each	5			
		g) 250mm.	Each	5			
		h) 300mm.	Each	1			
		i) 350mm.	Each	1			
		j) 355mm..	Each	1			
		k) 400mm	Each	1			
		l) 450	Each	1			
5.9	SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3. 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4	Supply, bed, install and test Class 9-12 uPVC pipes with uPVC couplings to repair broken/leaking water mains (Join with Viking Johnson (VJ) flexible couplings) ^a .					
		a) 100mm.	Each	1			
		b) 110mm.	Each	1			
		c) 150mm.	Each	1			
		d) 200mm.	Each	1			
		e) 250mm.	Each	1			
		f) 300mm.	Each	1			
		g) 350mm.	Each	1			
		h) 355mm.	Each	1			
		i) 400mm.	Each	1			
		j) 450mm	Each	1			



5.10	<p>SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3; 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.</p> <p>Refer to item 3.1.6.2.6.2 on the pages below.</p> <p>Refer to item 3.1.6.2.6.3 on the pages below.</p>	Supply, bed, install and test Class 9-12 uPVC pipes with uPVC couplings to replace/connect existing water mains (Join with end stub with rubber & ring joints) ^a .					
		a) 100mm.	m	1		Rate only	
		b) 110mm.	m	1		Rate only	
		c) 150mm.	m	1		Rate only	
		d) 200mm.	m	1		Rate only	
		e) 250mm.	m	1		Rate only	
		f) 300mm.	m	1		Rate only	
5.11	<p>SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3; 5.1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.</p> <p>Refer to item 3.1.6.2.6.2 on the pages below.</p> <p>Refer to item 3.1.6.2.6.3 on the pages below.</p>	Supply, bed, install and test Class 9-12 uPVC pipes with uPVC couplings to repair a broken/leaking water mains (Join with end stub with rubber & ring joints) ^a .					
		a) 100mm.	Each	1			

		b)110mm.	Each	1			
		c) 150mm.	Each	1			
		d) 200mm.	Each	1			
		e) 250mm.	Each	1			
		f) 300mm.	Each	1			
5.12	SANS 1200 L: 3.1 to 3.11; 4.1 to 4.3. 5,1 to 5.3; 6.1 to 6.4; 7.1 to 7.4.	Clean pipe/make neat and fit stainless-steel gasket clamp on an existing water pipe ^a .					
		a)100mm.	Each	1			
		b)110mm.	Each	1			
		c)150mm.	Each	1			
		d)200mm.	Each	1			
		e)250mm.	Each	1			
		f)300mm.	Each	1			
		g)350mm.	Each	1			
		h)355mm.	Each	1			
		i)400mm.	Each	1			
		j)450mm.	Each	1			
5.13	SANS 1200 LE: 3.1 to 3.5; 4.1; 5.1 to 5.7; 6.1 to 6.5; 8.1 to 8.5. Refer to item 3.1.6.2.6.5 on the pages below.	Supply, bed, install and test Class 75D pipes with O rings joints to replace existing stormwater pipes ^a .					

		a) 300mm.	m	1			
		b) 375mm.	m	1			
		c) 450mm.	m	1			
		d) 525mm.	m	1			
		e) 600mm.	m	1			
5.19	SANS 1200 A/AA/LC	Protecting existing services ^a .					
		a) Crossing the excavation					
		i) Optic Fibre.	each	1			
		ii) Electrical Cable.	each	1			
		iii) Sewer.	each	1			
		iv) Stormwater.	each	1			
		b) Running parallel with the excavation.					
		i) Optic Fibre.	m	1			
		ii) Electrical Cable.	m	1			
		iii) Sewer.	m	1			
		iv) Stormwater.	m	1			
Carried forward							

Section D - Sewer pipelines, stormwater, and pipe & sump cleaning.

						R	C
Brought forward							
D	SANS 1200						
Item	Specification	Description	Unit	Qty.	Rate	R	C
1	Refer to item 3.1.6.2.6.13 on the pages below.	Bulk sewer pipeline cleaning ^a .					
1.1		dia 100 to 150mm.	m	250			
1.2		dia 200 to 250mm.	m	50			
1.3		dia 300 to 375mm.	m	50			
1.4		dia 450 mm.	m	50			
2	Refer to item 3.1.6.2.6.18 on the pages below.	Root cutting ^a .					
2.1		dia 100 to 150mm.	hr	1		Rate only	
2.2		dia 200 to 250mm.	hr	1		Rate only	
2.3		dia 300 to 375mm.	hr	1		Rate only	
2.4		dia 450 mm.	hr	1		Rate only	
3	Refer to item 3.1.6.2.6.12 on the pages below.	Bulk stormwater pipeline cleaning ^a .					
3.1		dia 200mm	m	50			

3.2		dia 225mm	m	50			
3.3		dia 300mm	m	100			
3.4		dia 375mm	m	100			
3.5		dia 450mm	m	100			
3.6		dia 525mm	m	100			
3.7		dia 600mm	m	50			
3.8		dia 675mm	m	50			
3.9		dia 750mm	m	1			
3.10		dia 825mm	m	1			
3.11		dia 900mm	m	1			
3.12		Box culvert up to 1,2 m high	m	1			
3.13		Box culvert up to 1,6 m high	m	1			
3.14		Box culvert up to 2,0m high	m	1			
3.15		Box culvert up to 2.4m high	m	1			
3.16		Cleaning of manholes	Each	300			
3.17		Cleaning of single catch pits	Each	300			
3.18		Cleaning of double catch pits	Each	300			
4		Sump and pump station cleaning ^a .					
4.1	Refer to item 3.1.6.2.6.8 on the pages below.	Suction cleaning of all 7x sewer sumps, 3 x septic tanks with super sucker, transport the waste to the nearest sewerage plant and produce a proof of	Each	20			

		dumping. Work usually happens once a month ^a					
4.2	Refer to item 3.1.6.2.6.9 on the Contract pages below.	Cleaning of all 3 x wash bays oil separator pits, transport the waste to the nearest waste area and produce proof of dumping. Work usually happens once every 3 months ^a .	Each	12			
4.3	Refer to item 3.1.6.2.6.7 on the pages below.	Cleaning of all 3 stormwater sumps with super sucker. Transport waste to the nearest dumping site and provide proof of dumping. Work usually happens once every 3 months ^a .	Each	20			
4.4	Refer to item 3.1.6.2.6.8 on the pages below.	Clean 1 x sewer sump with super sucker, transport waste to the nearest sewerage plant and produce a proof of dumping ^a .	Each	1			
4.5	Refer to item 3.1.6.2.6.7 on the Contract pages below.	Clean 1 x stormwater sump with super sucker, transport waste to the nearest hazardous waste dumping site and provide proof of dumping ^a .	Each	1			
4.6	Refer to item 3.1.6.2.6.10 on the Contract pages below.	Clean 1 x conservancy with super sucker, transport waste to the nearest sewage plant and produce a proof of dumping ^a .	Each	1			
5	Refer to item 3.1.6.2.6.11 on the pages.	Dumping and transport ^a .					

5.1	Refer to item 3.1.6.2.6.11 on the pages below.	Cost of Dumping of uncontaminated silt (proof of dumping required) .	m3	100			
5.2	Refer to item 3.1.6.2.6.11 on the pages below.	Cost of Dumping of contaminated silt at CoCT permitted landfill (proof of dumping required for audit and payment purposes) ^a .	m3	100			
6	Refer to item 3.1.6.2.6.7 on the pages below.	Cleaning of open channels, ponds ^a .					
6.1	Refer to item 3.1.6.2.6.7 on the pages below.	Cleaning of stormwater open channels lined with grass blocks; remove debris, alien vegetation from banks and sediment (including disposal of waste) ^a .	day	1			
6.2	Refer to item 3.1.6.2.6.7 on the pages below.	Cleaning of Road Lodge pond: Cleaning of the pond Inlet, open channel and outlet, remove debris, siltation, sludge, alien vegetation and sediment. Include cleaning by going into the inlet culvert by 10 m. (Work usually done every 3 months of the year). Note: no additional hours or cost shall be added after work has been completed, the rate submitted here is final ^a .	Each	12			
6.3	Refer to item 3.1.6.2.6.6 on	Cleaning of ACSA Pond: cleaning of 460m2 and 1.2m deep Containment Basin at ACSA Pond.	Each	12			

	the pages below.	Remove oil, fuel, detergent and other chemicals. Remove floating trash and debris. Empty the basin and remove sediment. Remove and manage invasive weeds and alien vegetation from banks and in vicinity of outlet. (Work usually done every 3 months of the year). Note: no additional hours or cost shall be added after work has been completed, the rate submitted here is final ^a .					
6.3	Refer to item 3.1.6.2.6.8 on the pages below.	Cleaning of Robert Sobukwe pond: Cleaning of stormwater open channels lined with grass blocks. Clean the inlet & outlet of the open channel. Clean the inlet and outlet of the pond. Clean the pond, remove debris, alien vegetation from banks and sediment (including disposal of waste) ^a .	Each	12			

Section E - water reticulation

						R	C
Carried forward							
E	SANS 1200						
Item	Specification	Description	Unit	Qty.	Rate	R	C
1	SANS 1200 L: 3.1 to 3.11	Valves ^a .					

	Refer to item 3.1.6.2.6.4 on pages below.						
		Replace existing resilient seal valve, and PN16, work includes material, labour, and testing ^a .					
1.1		80mm	No	2			
1.2		110mm	No	2			
1.3		160mm	No	2			
1.4		200mm	No	2			
1.5		250mm	No	2			
1.6		300mm	No	2			
1.7		350mm	No	2			
1.8		400mm	No	2			
		<p>Extra over for the supplying laying and bedding of specials:</p> <p>Tees:</p> <p>Equal tee, reducing tee, scour tee, and hydrant tee</p> <p>Bends:</p> <p>11.25, 22,5, 45, and 90 degree</p>					
1.10		80mm	No	2			
1.11		110mm	No	2			
1.12		160mm	No	2			

1.13		200mm	No	2			
1.14		250mm	No	2			
1.15		300mm	No	2			
1.16		350mm	No	2			
1.17		400mm	No	2			
1.18		450mm	No	2			
		<p>Anchor/Thrust Blocks pedestal complete according to client requirements</p> <p>Tees:</p> <p>Equal tee, reducing tee, scour tee, and hydrant tee</p> <p>Bends:</p> <p>11.25, 22,5, 45, and 90 degree</p>					
1.19		80mm	No	2			
1.20		110mm	No	2			
1.21		160mm	No	2			
1.22		200mm	No	2			
1.23		250mm	No	2			
1.24		300mm	No	2			
1.25		350mm	No	2			
1.26		400mm	No	2			
1.27		450mm	No	2			
2	SANS 1200 L: 3.1 to 3.11	Hydrants ^a .					

		Demolish existing fire hydrant chambers. Replace existing fire hydrant (pillar type) with new hydrant including fittings and testing ^a .					
2.1		100mm	Each	2			
2.2		150mm	Each	2			
2.3		200mm	Each	2			
2.4		225mm	Each	2			
		Hydrant assembly offset from water main ^a .					
2.5		100mm	Each	2			
2.6		150mm	Each	2			
2.7		200mm	Each	2			
2.8		225mm	Each	2			
3	Refer to item 3.1.6.2.6.4 on the pages below.	Water meters ^a .					
3.1		Remove existing meter and box from below ground. Supply and install new water meter to replace existing water meter including fittings and testing ^a .					
		a) 15mm up to 40mm	Each	10			
		b) 50mm up to 80mm	Each	10			

		c) 100mm	Each	3			
		d) 150mm	Each	2			
		e) 200mm	Each	1			
		f) 250mm	Each	1			
		g) 300mm	Each	1			
3.2	Refer to item 3.1.6.2.6.4 on the pages below.	Remove water meter, take it for calibration and reinstall the water meter. Work to include all material, fittings, labour, and testing ^a .					
		a) 15mm up to 40mm	Each	1			
		b) 50mm up to 80mm					
		c) 100mm	Each	1			
		d) 150mm	Each	1			
		e) 200mm	Each	1			
		f) 250mm	Each	1			
		g) 300mm	Each	1			
		h) 350mm	Each	1			
3.3	Refer to item 3.1.6.2.6.4 on the pages below.	Repairs to water meters and Contractor costs ^a .	Each	1			
3.4	Full SANS 241	Water quality sampling, testing, provide a report and Contractor costs ^a .	Each	1			

4	Refer to item 3.1.6.2.6.17 on pages below.	Provide steel valve keys ^a					
4.1		1m to 2m	Each	1			
4.2		2m to 3m	Each	1			
Carried forward							

Section F: Material & Plant

						R	C
Brought forward							
F	SANS 1200						
Item	Specification	Description	Unit	Qty.	Rate	R	C
1	SANS 1200 A: 3	Supply material ^{d.g.}					
1.1		Bag of cement.	Each	1		Rate only	
1.2		Sand.	m ³	1		Rate only	
1.3		19mm stone.	kg	1		Rate only	
1.4		Standard (80mm x106mm x 220mm) size construction brick.	Each	1		Rate only	
1.5		Standard (140mm x 190mm x 390mm) size construction block.	Each	1		Rate only	

1.6		4 m oilsep absorbent boom for ACSA stormwater pond.	No.	50			
2	SANS 1200: 4	Supply plant only ^{a,b,d,f} .					
2.1		6 inch pump with up to 20 inlet and outlet pipe.	hr	1		Rate only	
2.2		Lighting equipment (include 4 head lights and associated electrical powering generator).	Each	1		Rate only	
2.3		Plate compactor.	hr	1		Rate only	
2.4		Flatbed truck (3t).	hr	1		Rate only	
		Compressor (16 m ³ /min) including hoses and breakers.	hr	1		Rate only	
		Walk behind vibrating roller (1t).	hr	1		Rate only	
2.5		Backhoe / Digger loader (wet rate)	day	1		Rate only	
2.6		Tip Truck (wet rate)					
		a) capacity of 6m3	day	1		Rate only	
		b) capacity of 10m3	day	1		Rate only	
2.7		Excavator (wet rate)					
		Site establishment and de-establishment fee for excavator	No	1		Rate only	
		a) Amphibian excavator (wet rate)	day	1		Rate only	
		b) Long reach excavator (20m) (wet rate)	day	1		Rate only	
		c) Front end loader (wet rate)	day	1		Rate only	

		d) Crawler excavator (wet rate)	day	1		Rate only	
2.8		Sludge pump (wet rate) Supply, install and commission submersible sludge pump complete with 3-phase motor, guide rails, lifting chain, control panel, float switches and discharge hoses as per specification. Rated for 30L/s at 20 m head, solids handling up to 65 mm	No	1		Rate only	

Section G: Water Harvest Plants

						R	C
Brought forward							
F	SANS 1200						
Item	Specification	Description	Unit	Qty.	Rate	R	C
1	SANS 1200 A: 3	Supply material ^{d.g.}					
1.1		Supply for refilling chemicals for treatment of groundwater					
1.2		Sodium Hypochlorite	20l	100			
1.3		Sodium Hydroxide	20l	100			
1.4		Anti-scaling Agent	20l	100			
1.5		Citric Acid	20l	100			
1.6		Sodium Bisulphate	20l	100			

2		Supply and replace the filtration media bags					
2.1		Filtration media Bags	20kg			Rate only	
2.2		DMI – 65	20kg			Rate only	
2.3		Granular Activated Carbon (GAC)	20kg			Rate only	
2.4		Ad-hoc routine inspections of on-site package water treatment plants e.g. perform and assess system diagnostics (water quality monitoring, flow and pressure monitoring, automation and control systems), check and record crucial parameters notwithstanding the following: conductivity/TDS, pH, water levels, inspect chemical levels and record, check and assess any leaking fittings, tubings, membranes or issues with pumps and fix, investigate any client complaints, check all components and proper functioning, report on any defects and improvement recommendations	No	20			

Schedule of quantities cost summary table:

Item	Description	Amount (R)
1	Section A: Preliminary & General.	
2	Section B: Labour, plant & equipment, and material.	
3	Section C: General.	
4	Section D: Sewer pipelines, stormwater, and pipe & sump cleaning.	
5	Section E: Water reticulation.	
6	Section F: Material plant and equipment.	
Total amount		

Contract Price and Price Adjustment for inflation

The rates applicable to this contract will be listed as in the Bid submission returnable and as per Activity Schedule. The total contract price shall be adjusted on each anniversary date to compensate for increases in cost of labours, this adjustment shall be in line with the annual Consumer Price Index (CPI).

The labour content of the contract price, as declared in the Bid Price summary, shall be adjusted on the basis of the increase or decrease in CPI.

Mark-up (3rd party procured items/services)

Additional spares and specialised sub-contracted work may 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. Percentage added shall include profit, overheads, financing, contract insurance, guarantee costs and supervision, engineering, and management.

Note that the Mark-up percentage below shall not be used for items already covered or included on the above price list, Mark-up percentage shall apply only on additional items not covered or included on the above price list.

ACSA retains the right to procure of equal quality and standard if such goods or services can be procured at a lower cost, and supply same to the Contractor for fitment or use.

VALUE OF ITEM OR SERVICE	MARK-UP PERCENTAGE (%)
R0 - R 2000	
R 2001 - R5000	
R5001 - R10 000	
R10 001 - R50 000	

Over R50 001	
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NB: Additional notes for Bill of Quantities

Additional notes for Bill of Quantities (BoQ). Note the above BoQ needs to read/be used in conjunction with the notes below.
^a This item includes the use of all labour, all consumables (i.e fuel), power tools, plant, material, equipment and vehicles/bakkies. 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.
^b This is for hiring specialised equipment and or plant for BOQ items that do not include equipment and plant. This item shall not apply to BOQ items that include equipment and plant in example all BOQ items marked with ^a . This item includes all cost associated with handling of equipment and plant i.e., fees for establishment or disestablishment of equipment and or plant on site. This item shall cover all contractor fees associated with profits and overheads.
^c This rate will be used for investigating/searching and repairing or making plans to repair the breakage. There is no additional fee to this rate, the Contractor shall use this rate when called for emergency work only. However, if the breakage point is known by the Employer and has been pointed out to the Contractor such that the Contractor need not to search or investigate for the damaged point then an hourly rate will apply immediately. This item shall include making use of equipment, plant and tools that are readily available to the Contractor (i.e., manhole opening tools, sewer unblocking tools, sewer jet machines, water valve keys, generators, water pump, lighting equipment, tools/spanners/hand saw/brooms, bakkie/vehicle). This rate shall include making safe the area, cleaning and removing waste or objects and dumping of such waste/objects. This rate shall only be paid once per call out. If work requires material and additional labour, then rates on the BOQ shall apply.
^d The use of this item shall be agreed and approved by the Service Manager prior to commencement of work.
^e The Mark-up percentage shall be applied on items that do not include profit and overhead fees. The mark up percentage shall be approved by Service Manger or his representative prior to commencement of work.

^f This item includes, operator fees, all labour for delivering and handling, driver fees, and all other labour associated with this item. All profit and overhead fees are included on this item, no mark-up shall be added on this item.
^g All profit and overhead fees are included on this item, no mark-up shall be added on this item.
^h This item is not payable upfront but will be drawn off this amount as and when required. This amount covers the full contract duration of 3 years.
Notes - the above BoQ needs to read/be used in conjunction with the clauses below.
1. All items on the on the above Bill of Quantity will only be provided when requested and approved by the ACSA Service Manager or His/her Representative.
2. Note: the payment process for all items mentioned on this BOQ shall be as per the NEC contract clause 50,51,52. However note payment shall be made 4 week/30 days after the invoice has been submitted to the Employer by the Contractor. The payment assessment date shall be on the 25th day of the month.
3. Note: Quantities on this BoQ are not actual but estimated for the sake of comparing tender prices. These quantities may change according to requirements of works/contract.
4. Note: The pricing shall be to the above Bill of Quantities (BOQ).
5. Any items not included in the BOQ shall be on a quotation bases approved by the Service Manager or in a case of emergency shall be the original invoice with a 10% mark up .
6. No equipment (tools) from ACSA are available, all shall be supplied by the contractor.

PART C3: SCOPE OF WORK

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

C3.1: DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The objective is to maintain the serviceability of the airport Water Reticulation, Sewerage and Stormwater 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.

The nature of the contract is as follows:

- a. The Service Manager expects the contractor to be available for emergency, scheduled and non-scheduled work as described. Plant and equipment, teams and material supplies shall always be available as and when required. Key personnel meeting requirements as set out in the functional evaluation criteria of this contract and clause 24.1 shall be maintained throughout this contract. Any changes in the personnel information submitted must be reported to the service manager immediately, and replacements meeting original personnel requirements shall be submitted within 2 months of the previous incumbent's departure.
- b. The list of plant and equipment provided for this contract shall be updated as and when any changes in plant and equipment are available and maintained as submitted for this contract's functional evaluation. In the case of an owned plant, when there is a replacement of an old plant/equipment, the contractor shall notify the service manager. This change shall be updated on the list within 30 days of replacement, and new proof of ownership shall be submitted. In the case

of a hired plant, if any changes in the hire agreement happen, the contractor must immediately notify the service manager of the change, and the new agreement meeting requirements as per the original agreement submitted for this contract's functional evaluation must be put in place within 7 days from the original agreement changes.

C3.1.2 OVERVIEW OF THE WORKS

The Contractor will maintain the Water Reticulation, Sewerage and Stormwater infrastructure at CTIA which is located on the landside and airside of the airport. the specifications and requirements in this document comprise the description of the Works.

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

C3.1.3 Frequency of work and availability of materials, tools, and plant

Water, sewer, and stormwater services breakages may require urgent response in some instances, the Contractor may/will sometimes be expected to work on Weekends, Public Holidays, Builder's Holiday in December, as mentioned on the summary table below.

The Contractor shall ensure or make plans to ensure that materials, tools, and plant are available during Public Holidays, Builder's Holidays in December. All plans shall be agreed with the Service Manager at least three (3) weeks prior to the above-mentioned holidays/breaks.

Type of services required	Frequency
Planned work	As may be requested by ACSA representative or Service Manager.
Weekends	The Contractor shall be required to work on weekends in case of emergencies or breakages on water, sewer and stormwater services.
Working on public holidays.	The Contractor shall be required to work on public holidays in case of emergencies or breakages on water, sewer and stormwater services.
Working on weekends.	The Contractor shall be required to work on weekends in case of emergencies or breakages on water, sewer and stormwater services.
Working in December.	The Contractor shall be required to work in December/Builders holidays in case of emergencies or breakages on water, sewer and stormwater services.

However, if so, wish the Contractor may agree with the Service Manager or his representative to do planned work on Weekends, Public Holidays, Builder's Holiday in December. Planning of such work shall be discussed and agreed with the Service Manager at least one (1) week prior to commencement of work.

C3.1.4 EXTENT OF THE WORKS

The contractor will maintain the Water Reticulation, Sewerage and Stormwater system at CTIA. Work shall include maintaining all airport services both on the airside and land side.

The contractor will be required to:

a. **Maintain all Airport water reticulation network**, work may include:

- Repairs and maintenance work on all portable water pipes with different sizes, pipe sizes may range between 15 mm to 500 mm diameter.
- Repair or replacement of all water related valves. Checking, testing, calibrating, adjusting and repairing of pressure reducing valves.
- Repair and replacement of all water pipe related equipment such as different sized couplings.
- Repair and maintenance of water related access chambers.
- Maintenance of thrust blocks and pedestals (concrete mix 25/19 and water associated concrete work.
- Repair and maintenance of firefighting equipment i.e., fire hydrants and related equipment as may be pointed out by ACSA.
- Repair and maintenance of irrigation system and associated equipment.
- And maintaining of all other water related system equipment that may be pointed out to the contractor by ACSA.
- Capture samples and test stormwater or portable water for quality as may be required by ACSA.
- The contractor may sometimes be requested to assist with the maintenance or repairs of Mechanical equipment such as pumps and other equipment associated with water reticulation.
- Upgrading water distribution systems where necessary.
- Introduction of additional connections to water distribution system.
- Removing unauthorised connections.
- Providing tests for water distribution system as may be required by ACSA.

- Conducting CCTV surveys and providing detailed reports to ACSA.
- Assessing, calibrating, maintaining and replacing of water meters. Water meters range between sizes of 15mm diameter to 450mm diameter. Work may include cleaning, maintaining and replacement of strainers.
- Water storages are to be emptied and cleaned out, repaired, sealed and put back into operation. Ball float or filling valves to these tanks, are to be inspected, assessed, serviced and repaired where required.
- Water pipes will be sampled for corrosion and scaling. The Service Manager will evaluate actions to be taken if the outcome of this sampling requires attention.
- Pressure test and sterilise repaired new installation and equipment.
- Reinstate and making good of walls, tiles, concrete structures, pavement, holes, surface, etc. to an acceptable level where repairs have been executed. All completed works shall be inspected by a Service Manager or ACSA representative.
- Maintenance of rainwater and groundwater plants as may be requested by the Service Manager. Detailed scope of work shall be provided on each task order issued by the Service Manager.
- Leak Detection surveys, include of all labour material, transport, fuel, equipment, technologies and a report not limited to the list. Leaking pipes can be a major contributor in as far as water losses are concerned. Detailed scope of work shall be provided on each task order issued by the Service Manager.

b. **Maintain all sewerage reticulation networks**, the network may include pipe sizes ranging between 110mm to 400mm diameter pipe depending on ACSA requirements.

- Maintain all sewerage related couplings and sewer related equipment as may be required by ACSA.
- Repair and maintenance work on all sewerage related inspection chambers and covers.
- Resolving blockages, jet cleaning of blocked lines and cleaning of sewer floods as may be directed by ACSA.
- Maintenance on sewer pump station, work shall exclude all mechanical equipment, however, work shall be done as may be directed by ACSA meaning that the

contractor may sometimes be requested to assist with the maintenance of mechanical equipment such as pumps and other equipment associated with sewerage.

- c. Maintain stormwater reticulation system, pipe sizes may range between 110mm to 600mm diameter or culvert pipes up to 2 m wide X 2 m high depending on ACSA requirements.
 - Stormwater pipes may be plastic pipe or concrete pipes depending on the requirements. Maintain all stormwater inlet structures and inspection chambers.
 - Repair and maintain all concrete related stormwater structures.
 - Resolving blockages and jet cleaning of blocked lines.
 - Attend to stormwater floods and blockages as may be required by ACSA.
- d. Attend to water reticulation, sewerage, and stormwater civil works.
- e. Cleaning and removing waste by use of honey sucker from sewer and storm water sumps and dumping waste on to approved dumping sites. Dumping slips shall be submitted to ACSA at the end of each dumping activity, dumping slips shall be in a format as may be preferred by ACSA.
- f. Emptying and cleaning conservancy/septic tanks and dumping waste on to approved dumping sites. All dumping certificates will be required by ACSA from the contractor.
- g. Cleaning of sewer pump stations as may be required by ACSA. **Description of sumps and pump station is provided on table 1 below.**
- h. Cleaning and maintenance of storm water channels, attenuation system and detention ponds.
- i. Doing maintenance work of stormwater detention ponds. ACSA detention ponds are described on the table 2 below.
- j. Repair and maintenance ACSA water reservoirs, work shall include maintaining of all water related/reservoir equipment but excluding mechanical and electrical equipment's.
- k. Inspecting of water reticulation, sewerage and stormwater pipelines by making use of CCTV cameras, ACSA will request detailed report for reviewing and filing.

- I. Attend to ADHOC work as may be requested by the Service Manager.

The following tables describe approximate sizes of ACSA ponds, sewer pump station or sumps and stormwater pump stations or sumps.

Table 1: stormwater ponds and open stormwater channels

Item	Description	Structure	Sizes – all sizes here are based on estimation, bidders may need to do visual inspection and verify sizes mentioned below.
1	Robert Sobukwe SW channel.	Stormwater Channel	400 m long X 150 m x 1.2m wide.
2	Borcherds Quarry	Mini detention pond	400m x 100m x 1 m deep or more.
3	Road Lodge Pond	Detention Pond	Inlet structure ± 10m X 10m X 500mm deep. The channel is approximately 200m long and outlet structure.
4	ACSA Pond	Detention Pond	± 460m ²
5	Cargo SW channel	Stormwater channel	± 100m

Table 2: Sewer sumps and stormwater sumps

Item	Description	Location Coordinates	Structure	Size: all sizes here are based on estimation, bidders may need to do visual inspection and verify sizes mentioned below.
1	SOB sewer sump	-33.9728782, 18.5983283	Sewer sump	6 m deep X 3 m dia
2	VIP lounge sewer sump (on the airside)	-33.9653487, 18.5962738	Sewer sump	6 m deep X 3 m dia
3	Oval office park sewer sump	-33.9659632, 18.5916346	Sewer sump	6 m deep X 3 m dia
4	Hotel taxiway sewer sump	-33.9783927, 18.5980242	Sewer	6 m deep X 3 m dia
5	Avis Car Rental sewer sump	-33.9798182, 18.5948723	Sewer	6 m deep X 3 m dia
6	Egoli pump-station	-33.9686646, 18.5933438	Sewer	6 m deep X 4m x 4m
Conservancy Tanks/Septic Tanks				
7	Fox 5 conservancy tank	-33.9768147, 18.5939449	Sewer sump	6 m deep X 3 m dia
8	Swartklip conservancy tank 1	-34.032348, 18.634140	Sewer	3m deep x 3m x 3m
9	Fox 3 Waste Facility	-33.9793461, 18.6016560	Sewer	4m deep x 3m x 3m
Stormwater sumps				
10	Execujet SW sump	-33.9819714, 18.5997221	SW sump	6 m deep X 4.5 m dia

11	Fox 5 SW sump	-33.9798849, 18.5955077	SW sump	4 X 3 x 4 to 6 m deep
	Car Rental Underpass	-33.9709972, 18.5934005	SW sump	6 m deep X 4.5 m dia
12	Freight road underpass SW sump	-33.9673599, 18.5924905	SW sump	6 m deep X 4.5 m dia

3.1.6 Maintenance Specification

3.1.6.1 The maintenance activities include the following:

- Preventative maintenance, defined as any planned overhaul, replacement, inspection, or tests conducted with the purpose of preventing specifically defined failures through maintaining the condition of the infrastructure or assessing its condition for the purposes of corrective maintenance.
- Corrective maintenance is defined as the activity following a preventative maintenance inspection, test, or condition assessment with the purpose of correcting a problem or restoring the condition before the failure occurred.
- Breakdown maintenance is defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the infrastructure.

3.1.6.2 Technical Specification

This specification covers the material, equipment, methods, testing and work required for the repair of the existing water distribution networks, sewerage and stormwater services.

Such distribution networks may comprise:

1. Water
 - a) Primary and secondary distribution pipelines;
 - b) Valves;
 - c) Bulk water meters;
 - d) Domestic water meters;
 - e) Chambers;
 - f) Pump stations for water;
 - g) Water Harvest Plants
 - h) And reservoirs.

1.3 Water Treatment Plants (Reverse Osmosis)

CTIA has water treatment plant that is not fully functional. The plant maybe be brought to full operation in future.

When there are tasks to be executed in these treatment plants and water harvest plants, the Contractor will be required to have specialised trained personnel to operate and maintain these plants. These plants have mechanical, electrical and electronics components.

The personnel will be expected to comply with the manual operation plans that exists with CTIA as well as the safety measures listed by their own employer.

Some components include:

- i) Reverse Osmosis (RO) is a form of high-pressure hyper filtration where dissolved solids are removed from the supply stream to produce treated water and wastewater.
- j) Pressure boosting system (booster pumps not for this scope)

- k) Media Filtration (DMI – 65 and Granular Activated Carbon (GAC
- l) Bag Filtration

m) List of chemicals used

- Sodium Hypochlorite
- Sodium Hydroxide
- Anti-scaling Agent
- Citric Acid
- Sodium Bisulphate

Sodium Hypochlorite that ensures the water sent to and stored in the final water tanks has a small residual disinfectant present. The present of Sodium Hypochlorite will keep biological growth at bay through the point of use.

2. Sewer

- a) Primary and secondary distribution pipes for sewer;
- b) Pump stations for sewer;
- c) Valves for sewer;
- d) Chambers for sewer;
- e) Sewer sumps.

3. Stormwater

- f) Primary and secondary distribution pipes for stormwater;
- g) Open channels and inlet chambers or catch-pits;
- h) Valves for stormwater pipes;
- i) Pumps station for stormwater;
- j) Stormwater ponds.
- k) This specification shall act as guideline for repairs required at specific events.

3.1.6.2.1 Standard specifications:

General standard specifications, regulations and codes

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

SANS 1200 A – General
 SANS 1200 AA – General (Small works)
 SANS 1200 D – Earthworks
 SANS 1200 DA – Earthworks (Small works)
 SANS 1200 DB – Earthworks (Pipe Trenches)
 SANS 1200 G – Concrete (Structural)
 SANS 1200 GA – Concrete (Small works)
 SANS 1200 L – Medium pressure
 SANS 1200 LB – Bedding (pipes)
 SANS 1200 LF/LD – Erf connections (Water and Sewer)
 SANS 1200 LK - Valves
 SANS 1200 LN - Steel pipes and lining
 SANS 1200 LG – Pipe Jacking
 SANS 1200 LE/LD - Stormwater Infrastructure
 SANS 1200 LD – Sewer Pipelines
 SANS 1200 L/LB - HDPE/UPVC Pipes
 SANS 1200 LD/LE - Chambers and Valve Boxes

Water tightness test

For the requirements and tests for water tightness of reinforced concrete reservoirs and elevated storage facilities, refer to Clause 3.3.38 of SANS 0120:1980 – Part 2 section G.

3.1.6.2.2 Manufacturer specification, codes of practice and installation instructions

All equipment and materials shall be installed, serviced, and repaired in accordance with the manufacturer's specification, instructions and codes of practice. The Service Manager shall review and approve all specifications and codes of practice prior to the actual installation.

3.1.6.2.3 Municipal Regulations, Laws and By-Laws

All municipal regulations, laws, by-laws and special requirements of local Authority shall be adhered to unless otherwise specified.

3.1.6.2.4 As-Built Information

- a) The Contractor shall at the start of the Contract be given all available as-built information.
- b) The contractor shall be responsible for creating and managing its own inventory list.
- c) The Contractor shall at times be required to provide As-Built information for completed sections of work. The arrangement and management of the As-Built information shall be agreed between the Service Manager and the Contractor/Contractor's Representative.

3.1.6.2.5 Execution of Repair Work

- a) Areas that require work shall be identified by the Service Manager; work shall then be discussed with the Contractor. The Contractor shall inspect and assess the extent of work, with good understanding of work the Contractor will then agree with the Service Manager the construction method and specification. Work will only commence once an approval has been received from the Service Manager.
- b) All the systems, installations and equipment shall be maintained as per the agreed Specification between the Service Manager and the Contractor.
- c) All repairs shall be executed using approved materials and equipment suitable to the systems and/or installations they serve.
- d) All material to comply fully with the requirements of specification for each installation.
- e) The said repairs shall be executed in accordance with the relevant codes of practice, standards, regulations, municipal laws and by-laws, manufacturer's specifications and codes of practice and all additional and particular specifications included in this document.
- f) All repairs shall be executed within the approved period for repairs to be agreed at the start of the contract period. All new equipment, materials and system shall be furnished with a written guarantee with a defects liability period of 12 months from date of completion of repairs. These guarantees shall be furnished in favour of the Airport. On completion of the required and specified repair work the systems, installations and equipment shall be commissioned and handed over to the satisfaction of the Service Manager.

3.1.6.2.6 Construction

3.1.6.2.6.1 Request for Work

The request for work shall be issued to the Contractor by the Service Manager/His Representative. For all emergency work the response time after the Contractor has received a call to attend work from the Service Manager/His representative is 45 minutes, meaning that the Contractor needs to be at the airport working on the breakage within 45 minutes.

- (a) Excavation, all excavation shall be as set out on SANS 1200 DB.
- (b) Where excavation is to be carried out through asphalt premix or concrete, the asphalt/concrete shall be cut neatly and vertically with approved sawing equipment before the asphalt/concrete is removed.
- (c) Disposal of material - where excavated material does not comply with the requirements for backfilling material as specified or is surplus to backfilling requirements, such excavate material shall be removed from the site and disposed of where directed by the Service Manager. Material suitable for work, however, shall be used as prescribed.

3.1.6.2.6.2 Material (Water)

Material to be used for repairs shall be suitable and/ or adaptable to the existing installation and shall comply with the following:

- (a) Cast-iron pipes and fittings
Joint types shall include Threaded, Viking Johnson-type flexible couplings, continuously welded, flanged or spigot and socket types with rubber rings.
- (b) uPVC pipes and fittings underground:
For pipes sizes larger than 160 mm diameter, uPVC minimum class 9 pressure pipe to SABS 966 shall be used or as specified by the Service Manager/his representative.

Shall be used for all underground installations. Pipes shall be carefully bedded as per SANS 1200 LB, avoiding stones and hard edges. Pipes can be coupled with Viking Johnson (VJ) type flexible coupling, spigot and socket with rubber ring joints and end stub with rubber ring joints.
- (c) Fibre-cement (asbestos-cement, FC):
FC pipes shall be bitumen dipped. Care shall be exercised to ensure good bedding of pipes as per SANS 1200 LB. Couplings shall include asbestos sleeves with rubber rings, cast iron flexible couplings, or Viking and Johnson-type flexible couplings. FC bends shall be replaced with uPVC where necessary.
- (d) Polyethylene (PE):
For drinking water installation high-density PE (HDPE) shall be used. Low density pipes may be used for irrigation installations lower than 3 bar, however this will depend on the Service Manager's/Service Manager's specification. Joints for HDPE pipes shall be made either by butt-welding or electrical fusion.
- (e) Reinforced Concrete and Prestressed concrete:
Spigot and socket joints shall be used for Reinforced Concrete pipes.

3.1.6.2.6.3 Materials for communicating pipes (Water)

- (a) Galvanised steel with screwed and socketed joints or Viking Jonson-type flexible couplings; and
- (b) Polypropylene (PP), high-density polyethylene (HDPE) and low-density polyethylene (LDPE) with external compression-type joints.

3.1.6.2.6.4 Water meters

All meter repair, replacement installation, design, selection of meter, calibration and building of chambers shall be in accordance with the Service Manager's requirements and approval.

- (a) Guideline for metering can be found in the catalogues of meter suppliers.
- (b) All mechanical meters must comply with SABS specifications.
- (c) All meters must be installed in accordance with the manufacturer's instructions.
- (d) Meters will be correctly sized, sizing of meters shall be discussed and agreed with the Service Manager or His representative. Contractor shall receive an approval from a service manager in this regard.
- (e) Meters shall be tested as per the Service Manager or His representative's instruction.
- (f) Meters shall comply with a Trade Metrology Act (Act 77 of 1973); and
- (g) Installations must comply with SANS 10252.

3.1.6.2.6.4 Valves and other fittings

- (a) **Gate valves** underground in valve chambers to connect to uPVC piping (65mm NB and larger)
Gate valves are to be equipped with a non-rising spindle, spherical graphite iron body to SANS 936 Grade 42, cast-iron nitrile butadine rubber-covered gate, stainless steel spindle, nitrile butadine rubber O-rings and seals, cast iron bonnet and gunmetal thrust collar to BS 1400 LG2.

The valve shall conform to SANS 664 and /or 665 and shall be capable of withstanding a working pressure of 1600 kPa.

The valve shall be fitted with a square key spindle top to close the valve in a clockwise direction and socket ends to SANS 665 to fit into uPVC Class 12 pipe and installed to detail. Or the valve shall be fitted with a flanged adapter coupling.

- (b) **Gate valves** underground to connect in valve chamber to connect to HDPE piping.
The gate valve shall be of the dezincified brass type with brass gate, brass body, non-rising spindle and BSP threaded socket ends. The valve shall conform to SABS 776. The valve shall be able to withstand a working pressure of 1600 kPa. The valve shall be fitted with a hand wheel on an extended spindle shaft of 700 mm to close in a clockwise direction and installed to detail.
- (c) **Ball-O-Stop valves** (15mm diameter – 25mm diameter)
This valve shall be a full-way ballcock type with BSP threaded ends. This valve shall conform to SANS 1056 Part 3, shall be rated for attest pressure of 2000 kPa, and shall be chrome -finished where exposed.
- (d) **Angle regulating valves.**
This valve shall be a 15mm diameter chromium-plated angle angle regulating valve with a 350mm chromium-plated copper tube and cap nuts where required.

(e) **Strainers**

- I. Strainers for connection to steel or uPVC pipes (65mm NB and lager)
These strainers shall be Y type with cast iron body, stainless steel or bronze strainer element and shall be equipped with flanged ends to SABS 1123/1600. The whole size of the strainer element shall be maximum 1 mm diameter and shall be removable without dismantling of pipework. The strainer shall be suitable for temperature of up to 90°C at a 1000 kPa pressure rating and installed with element facing downwards or a maximum of 45°sideways.
- II. Strainers for connection to steel and copper pipes (up to 50mm NB)
The strainer shall be of the Y-type with bronze or dezincified brass body, stainless steel strainer element and must be equipped with BSP treaded socket ends. The strainer shall be suitable for temperature of up to 90°C at a pressure rating of 1000 kPa and installed with the element facing downwards or a maximum of 45°sideways.

(f) **Non-return valves**

- I. Non-return valves for cold water (65 mm NB and lager)
The non-return valve shall be of the spring-loaded dual flap plate type fitted between two flanges (Water).
The non-return valve shall be equipped with a cast-iron body, aluminium bronze plates, stainless steel springs and neoprene seals on the plates. The valves shall be suitable for working pressure of 1000 kPa.

- II. Non-return valves for hot water (up to 100mm diameter) and cold water (up to 50mm NB)
The non-return valve shall be of the spring-loaded piston type, with bronze or dezincified brass body, stainless steel spring and bronze disc with neoprene seal fitted with BSP threaded socket ends. The valve shall be suitable for working pressure of 1000 kPa and a temperature of up to 90°C. All valves shall be installed as to be removable without extensive pipework removal.

(g) Air release valves and vacuum breakers

- I. Double orifice double-acting air release valves with sizes from 50 mm NB to 200mm NB.
The air release valve shall be fitted with small and large orifice. the air release valve shall be fitted with cast-iron or stainless-steel body, stainless steel or fabricated balls, integral shut-off valve and flanged ends to SANS 1123/1600 (1977). The valve shall be equipped with an anti-shock facility.

The valve shall be suitable for maximum pressure of 1600 kPa.

- II. Single orifice air release valves for main water lines with sizes from 25mm NB to 50mm NB.
The air release valve shall be fitted with a small orifice, cast-iron or stainless-steel body, fibre glass or stainless-steel ball float and BSP threaded inlet.

When the valve is installed a shut off valve shall be installed on the line side. The valve shall be equipped with an anti-shock facility.

The valve shall be suitable with a maximum pressure of 1600 kPa.

- III. Single orifice double purpose air release valves for domestic water lines up to 15mm NB.
The air release valves shall be fitted with a stainless-steel float, brass or cast steel body with an integral shut-off valve fitted.

The valve shall be capable to withstand a working pressure of 1000 kPa at 110°C.

- IV. Vacuum breaker up-to 40 mm diameter.
The vacuum breaker shall be fitted with neoprene seal, spring loaded disc in a dezincified brass or bronze body. The valve shall be seal watertight and shall be designed to withstand a working pressure of 1000 kPa at 110°C.

(h) Pressure-reducing valves

- I. Combination pressure reducing stations.

Where a high peak flow can occur as well as a small flow and the small flow is out of the range of the large pressure-reducing valve, a small pressure-reducing valve shall be installed in parallel with the large pressure-reducing valve. The two pressure-reducing valves in parallel shall be set according to the manufacture's specification.

- II. Large pressure-reducing valves (65 mm NB and larger).

The pressure reducing valve shall be equipped with cast-iron body, neoprene-nylon reinforced diaphragm, bronze seal disc washer, stainless steel shaft and flanged ends. The valve shall be pilot operated and shall be designed to handle high flows at a minimum head loss.

The valve must be adjustable to handle a wide range of incoming pressure at a constant downstream pressure.

The valve shall be equipped with a flanged end to SANS 1123/1600 (1977).

- III. Small pressure-reducing valves (15 mm NB – 50mm NB).
The pressure-reducing valve shall be equipped with brass body, balanced single seat and integral strainer. The valve shall be able to handle a wide range of incoming pressure while the downstream pressure stays constant with maximum inlet pressure of 1000 kPa and a maximum water temperature of 40 °C.

3.1.6.2.6.6 Material (Sewer)

- (a) Pipes used for conveyance of sewage, under particular working and installation condition to which they will be subjected, should be in accordance with Section 3.1 and 3.2 of SANS 1200 LD.
- (b) All joints for rigid pipes should be flexible type and rigid joints should only be used where the pipes are flexible.
- (c) Manhole
All materials used for Manhole should be in accordance with Section 3.5 of SANS 1200 LD.
- (d) Pumping Installation
In general, all material should be durable and suitable for use under the conditions of varying degrees of corrosion to which they will be exposed.
- (e) Pipework
The relevant requirement for materials given in SANS 1200 L and 1200LK should apply for repairs and installations on rising mains.
- (c) Concrete
Structural reinforced concrete and plain concrete below ground level and or in contact with sewage shall be designed and constructed in accordance with SANS 1200 G or 1200 GA, whichever is applicable.
- (d) Structural steelworks
All exposed steelworks shall be adequately protected against corrosion with suitable approved paint system and should otherwise be designed and constructed in accordance with SANS 1200 H or 1200 HA, whichever is applicable.
- (e) Electrical installations
All electrical installations shall comply with the Factories Act and with the Municipal electricity supply by-laws/regulations.
- (f) Other materials
Other materials used shall comply with the requirements of SANS 1200 LD where relevant.

3.1.6.2.6.5 Material (Stormwater)

- (a) Minimum pipe diameters will be 200mm where new installations are applicable, however this will depend on the Service Manager's discretion.

- (b) Pipes will be installed at gradient that will maintain velocities between 0.9 – 1.5 m/s. This will be guided by minimum grades as prescribed on the Red-book guideline.
- (c) Concrete anchor blocks with a minimum strength of 20 MPa will be used.
- (d) uPVC pipes and concrete shall be used, installations shall be as per SANS 1200 as mentioned above.

PROJECT SPECIFICATION

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

The following variations and additions to the SANS 1200 standardized specifications apply to this contract. The prefix PS indicates any amendments to SANS 1200. The letters and numbers following these prefixes respectively indicate the relevant standardized specification and clause numbers in SANS 1200.

PSA 3: MATERIALS

PSA 3.1: QUALITY

Add the following:

All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS specifications shall bear the SABS mark, whether so specified or not.

PSA 5: CONSTRUCTION

PSA 5.2:

Add the following:

3.1.6.2.6.5 Traffic Accommodation

(a) Short Term Works.

The Contractor shall provide, erect, and maintain the necessary traffic control system. Where a flagman shall be placed on each side of the working area, road signs in the temporary series, which shall also include delineators and movable barricades (the barricade/sign combination type) or an appropriate combination thereof.

(b) Urban streets - Two-Way lane closure.

The Contractor shall provide, erect, and maintain the necessary traffic control devices, road signs, barricades, where a flagman shall be placed on each side of the working area, road signs in the temporary series, which shall also include delineators and movable barricades (the barricade/sign combination type) or an appropriate combination thereof.

(d) Urban streets - Lane Closure in and beyond junction.

The Contractor shall provide, erect, and maintain the necessary traffic control devices, road signs, warning devices, barricades, where a flagman shall be placed on each side of the working area, road signs in the temporary series, which shall also include delineators and movable barricades (the barricade/sign combination type) or an appropriate combination thereof.

It shall be incumbent upon the to see that the above-mentioned traffic-control facilities are present at all times and are functioning properly, but, prior to any installation of the above mentioned facilities, the Contractor shall submit his/her proposal to the Service Manager for his/her information or comment.

PSLE 9: MAINTENANCE

PSLE 9.1:

Add the following:

3.1.6.2.6.6 Cleaning of the ACSA pond

The Contractor shall block inlet pipes or culvert with sandbags to divert flow and prevent stormwater from entering the inlet basin, see photo 15 below.

The inlet basin shall be emptied by pumping stormwater into nearby open pond, make use of a 6in pump, pipes to have a total length of up to 40m, see photo 17 below.

The old oil separator booms shall be removed, loaded into a truck, and be dumped to a nearby hazardous waste dump site.

When the inlet basin is empty all sludge shall be removed from the floor and all inlet basin walls shall be cleaned by a water jet. At the end, the Contractor shall ensure that all dirt has been removed.

The sludge shall be placed on the membrane for drying. When the sludge has dried out, it shall be loaded onto a truck and dump to a nearby hazardous waste dump site. New oil separator booms shall be fixed in place such that all floating oil can be trapped easily. Dumping certificates will be required as proof of dumping at the end of the job.

Include:

- a. Crane truck, not less than a carrying capacity of 1 ton, the crane shall be used for loading damp oil separator booms, other solid waste and for delivering working equipment required for the job.
- b. 6 inch/153mm pump, to be used for draining stormwater. Include pump outlet pipes with a total length of up to 40m.
- c. Hand tools necessary for cleaning the pond basin.
- d. Water jet unit for cleaning the walls of the inlet basin.

3.1.6.2.6.7 Cleaning of the Road Lodge pond

Sandbags shall be placed on the open channel to prevent stormwater from flowing back into the inlet basin, the inlet basin shall be emptied by pumping stormwater into a nearby open pond. When the inlet basin is empty all sludge shall be removed from the inlet basin. The culvert shall be cleaned by going in at least 5 m.

The open channel shall be cleaned by removing all vegetation overgrowth on the grass blocks, to ensure grass blocks are neatly exposed.

The outlet point on the open channel shall be blocked by sandbags to prevent stormwater from entering the outlet basin. The outlet basin shall be emptied by pumping out stormwater into the open pond. When outlet basin has been emptied all sludge shall be removed by hand and wheelbarrows.

All sludge shall be placed on the membrane for drying. When the sludge has dried out it shall be dumped at a nearby hazardous waste dumping site. Dumping certificates will be required as proof of dumping at the end of the job.

Include:

- a. Crane truck, not less than a carrying capacity of 1 ton, the crane shall be used for loading solid waste and for delivering working equipment required for the job.
- b. 6 inch/153mm pump, to be used for draining stormwater. Include pump outlet pipes with a total length of up to 40m.
- c. Hand tools necessary for cleaning the inlet basin, open channel, and the outlet structure.

3.1.6.2.6.8 Cleaning of Robert Sobukwe open stormwater channels and earth pond

For grass block channels.

The inlet shall be blocked with sandbags to prevent water flow while cleaning is in progress. All debris, foreign vegetation, and dirt shall be removed, clean such that grass blocks are exposed. Waste shall be dumped to an approved waste dumping site. Dumping certificates will be required as proof of dumping at the end of the job.

For Earth channels.

The inlet shall be block with sandbags to prevent water flow, the earth channel shall be cleaned by removing all foreign objects including vegetation. When cleaning the Contractor shall ensure that original floor levels are maintained. Waste shall be dumped to an approved waste dumping site. Dumping certificates will be required as proof of dumping at the end of the job.

For ponds.

All excessive silt shall be removed from the inlet, pond, and outlet of the earth pond. All debris or dirt shall be removed to ensure that the pond has correct floor levels to ensure flow of stormwater. Remove reeds overgrowth where necessary. All waste shall be stockpiled on the side near the pond to allow for drying. Dry waste shall be dumped to a nearby hazardous waste site. Dumping certificates will be required as proof of dumping at the end of the job.

- a. Crane truck, not less than a carrying capacity of 1 ton, the crane shall be used for loading solid waste and for delivering working equipment required for the job.
- b. Hand tools necessary for cleaning the inlet basin, open channel, and the outlet structure.
- c. Backhoe digger loader for cleaning channels and maintaining water flow in the pond.

3.1.6.2.6.7 Cleaning of stormwater sumps

The sumps shall be emptied using built in mechanical pumps, once the sump has been emptied all silt, debris, solids, or foreign objects shall be removed. The Contractor shall ensure that pumps are free of any foreign objects. The remaining silt and grease shall vacuum with a combination unit. Dump all waste to a nearby hazardous waste dumping site. Dumping certificates will be required as proof of dumping at the end of the job.

PSLD 9: MAINTENANCE**PSLD 9.1****Add the following.****3.1.6.2.6.8 Cleaning of sewer sumps**

The sewer sumps shall be emptied with built in pump. Walls of the sump shall be cleaned with a water jet to ensure there is no dirt. Pumps shall be cleaned by a water jet and solids shall be removed by hand. All debris, solids, silt, oil, and fats will be removed by a combination unit or a Horney sucker. When complete the tank shall be free of any solids and shall be at a clean state. Dumping certificates will be required as proof of dumping at the end of the job.

3.1.6.2.6.9 Cleaning of wash-bays

The wash bay shall be emptied by pumping manually or by making use of a built-in pumps. All sludge, oils, fats shall be removed, and walls shall be cleaned by a water jet. The Contractor shall ensure the chamber is clear off any foreign objects or solids. Waste shall be dumped to a nearby hazardous waste dumping site. Dumping certificates will be required as proof of dumping at the end of the job.

3.1.6.2.6.10 Cleaning of conservancy tanks

The conservancy tank shall be emptied by using a combination unit or honey sucker truck. Chamber walls shall be cleaned with water jet. The Contractor shall ensure all solids, fats and sludge have been removed. dump waste to a nearby hazardous waste dumping site. Dumping certificates will be required as proof of dumping at the end of the job.

3.1.6.2.6.11 Dumping**Hazardous waste:**

Hazardous waste shall be safely loaded on a suitable vehicle and be dumped on a hazardous waste dumping site. The site for dumping hazardous waste shall be discussed and agreed with a Service Manager. The hazardous waste dumping site shall be registered and be compliant to the relevant South African environment act / government legislation. Dumping certificates shall be submitted by the Contractor to the Employer at the end of each dumping activity.

General Waste

Waste will be safely loaded on a suitable vehicle and be dumped on a registered waste dumping site. The general waste dumping site will be registered and recognised waste dumping site as per relevant South African environmental act/government legislation. Dumping certificates shall be submitted by the Contractor to the Employer at the end of each dumping activity.

PSLE 9: MAINTENANCE**PSLE 9.1:**

Add the following:

3.1.6.2.6.12 Stormwater pipes & drainage cleaning**Pipes**

Pipelines shall be cleaned with a water jet, the Contractor shall physically remove all solids, silt, debris, and oil. Ensure the pipeline is free of any solids or silt. Safely pack waste for dumping to a nearby hazardous waste dumping site.

Catch-pits or drainage points.

Drainage points need to be open safely to avoid and damages to covers. The Contractor shall physically clean chambers by hand to remove all foreign objects such as silt, solids, debris, and other objects that may cause blockages on the system. All waste needs to be packed away for dumping to an approved hazardous waste dumping site.

PSLD 9: MAINTENANCE**PSLD 9.1:**

Add the following:

3.1.6.2.6.13 Cleaning of sewer pipelines

Manholes need to be safely opened, to avoid any damages to covers or structures. The pipeline will be cleaned by a jet unit with sufficient pressure to clear sewer blockages. The Contractor will ensure that the pipeline is free of any foreign objects that may cause blockages. Objects that can not be removed by water jet, will be removed by hand.

3.1.6.2.6.14 CCTV inspection

The Contractor shall provide CCTV inspection on sections of pipes as may be identified by the Service Manager/ACSA representative. Work shall include opening of manhole covers, setting up of CCTV equipment on a specific point, cleaning the pipe by water jet as may be required, inserting a suitable camera inside the pipe, inspecting the agreed length of a pipe. Work shall include analysing of data, compiling a report and issuing the report to a Service Manager/ACSA representative in a form of a document and a USB/Flash drive. The report shall be reviewed between both parties until it has reached an acceptable quality.

3.1.6.2.6.15 Over-pumping of sewer, stormwater, waster, groundwater or any other form of water.

Over-pumping shall include setting up a suitable mechanical pump that will meet the required discharge rate. Connecting a suitable length of pipe, that will comply with the required pump discharge rate. Pumping of either drinking water, sewer, stormwater, groundwater, and any other form of liquid that made be deemed safe for pumping. Work shall include monitoring of the over-pumping from start to finish. All materials and equipment shall be provided by a Contractor. The hourly rate refers to any hour of the day.

3.1.6.2.6.16 Pipe cracking for sewer pipes.

The Contractor shall have all necessary certification to do pipe cracking, and proof shall be submitted at tender stage. If the Principal Contractor is not qualified to do this work then a qualified Sub-contractor shall be used, proof of all qualifications shall be submitted at Tender stage. Only trained people shall be allowed to operate equipment during the installation work.

The method approved for rehabilitation of existing sanitary sewers pipe cracking and installation of new HPE pipe shall be in-line with the South African Society for Trenchless Technology standard (SASTT-TS-TT2:2013 or an approved equal. Cracking on roads shall be pulled from manhole to manhole through an existing pipe where the cracking equipment and pipe are connected and pulled back through an existing pipe.

The static pulling frame shall be telescopic in design to allow the cutting head to release at the termination of the pull. This also provides minimal trench length by telescopic adjustment.

3.1.6.2.6.17 Valve keys

The valve keys shall be galvanised steel, with minimum body thickness of 35mm X 35 mm or diameter of 35mm. the holding arm shall have a minimum width of 400mm. The length of the key shall be a minimum of 1800mm.

3.1.6.2.6.18 Root cutting

A suitable root cutter for sewer pipes is to be used when cutting roots inside a pipeline. All debris shall be removed such that the pipe is free on any root intrusion, in some instances the Contractor may have to use a water jet to clean and get rid of the remaining debris after root cutting. A CCTV camera shall be used to assess the extent of root intrusion before and after roots have been removed from the sewer pipeline. At the end, the Contractor shall provide a detailed report accompanied with CCTV videos and photos.

PSA 8 MEASUREMENT AND PAYMENT

PSA 8.7 Dayworks

(a) Labour charges

1. (description of the employee/designation indicated/skill indicated) Unit: hour (hr)

2. (etc, for other designations/skills) Unit: hour (hr)

The unit of measurement shall be the hour of time worked by the particular employee on the designated work on the instruction of the Service Manager.

The Daywork rates submitted for labour in the schedule of quantities shall be the cost of labour for each skill level and shall apply only to the number of workers approved in writing by the Service Manager.

The rates shall be for normal working hours and shall be increased prorate for overtime at a standard rate applicable if work performed outside working hours is approved in writing by the Service Manager.

The tendered rates shall include full compensation for all costs for salaries and wages, use and maintenance of tools and equipment, holidays with pay and financial charges of any description incurred by the Contractor and his subcontractors as well as for all insurance, accommodation, travelling, travelling time, supervision, overheads, profit, obligations, risks and any other emoluments and incidentals necessary for labour to execute work as daywork.

(b) Material charges

1. Actual cost of material (excluding vat) Unit: Provisional Sum

Expenditure under this item shall be allowed if the items were not included on the tender rates. The provisional sum allowed shall include for the actual cost incurred for materials used in authorised daywork. The actual costs for materials shall not be subject to contract price adjustment.

The tendered percentage is a percentage of the amount actually spend under subitem (b)(1.) and shall include full compensation for handling costs of the Contractor, profit, overheads and incidentals in connection with materials used for daywork on the instructions of the Service Manager.

(c) Plant charges

1. (description of plant indicated) Unit: hour (hr)
2. (etc for other plant) Unit: hour (hr)
3. (etc for other plant) Unit: day

The unit of measurement shall be the hour actually worked by each item of plant (vehicle, machine or equipment) on the designated work on instruction by the Service Manager.

The Contractor and the Service Manager will agree on the method of recording the working hours prior to the commencement of work. Any long period of idling at any one time which in the opinion of the Service Manager or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

The tendered rate shall include full compensation for furnishing and using the plant, including the cost of plant operators, consumable stores, fuel, ground-engaging tools, maintenance and for all other incidentals necessary to execute the authorised daywork as specified.

PSA 8.7 Application for payment

Payment shall be in accordance with item 51 of the NEC contract.

Before work commence the Contractor shall submit a quotation to the Service Manager, the quotation shall cover all fees for planned work. The quotation includes information such as item, description, unit, rate, quantity, total amount exclusive of vat and total amount inclusive of vat. The Service Manager shall review the quotation and revert to the Contractor with a purchase order.

The Contractor will then plan and execute work, when work have been completed the contractor shall inform the Service Manager or his representative to assess and sign off on the completed work. Upon the Service Manager's approval that work is indeed completed, and quality is satisfactory, the contractor will submit a payment certificate to the Service Manager or his representative, the Service Manager reviews the payment certificate and provide an approval as necessary. The Contractor issues an invoice to the Service Manager.



The Service Manager shall submit the invoice to ACSA financial department to process for payment. Payment will take place 30 days after the invoice was submitted to the Service Manager by the Contractor.

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.

On airside, most areas must be done only at night and with the aid of an ACSA escort present whilst few areas can be executed daytime. Nightworks are executed where access to certain areas is not possible during the day due to aircraft movement. Work commences after the last flight and work must be completed and site must be vacated by 05h00. Commencement of work may be delayed by the delayed departure or arrival of the last flight. Contractor must ensure site is clear of debris and or foreign material before vacating the site.

Contractor personnel will be required to undergo ACSA administered airside specific training so they can be familiarised with the workings of airside prior to their commencement of work.

The following areal image and underground serves drawing show the location of the CTIA underground services and associated infrastructure.



AIRPORTS COMPANY
SOUTH AFRICA

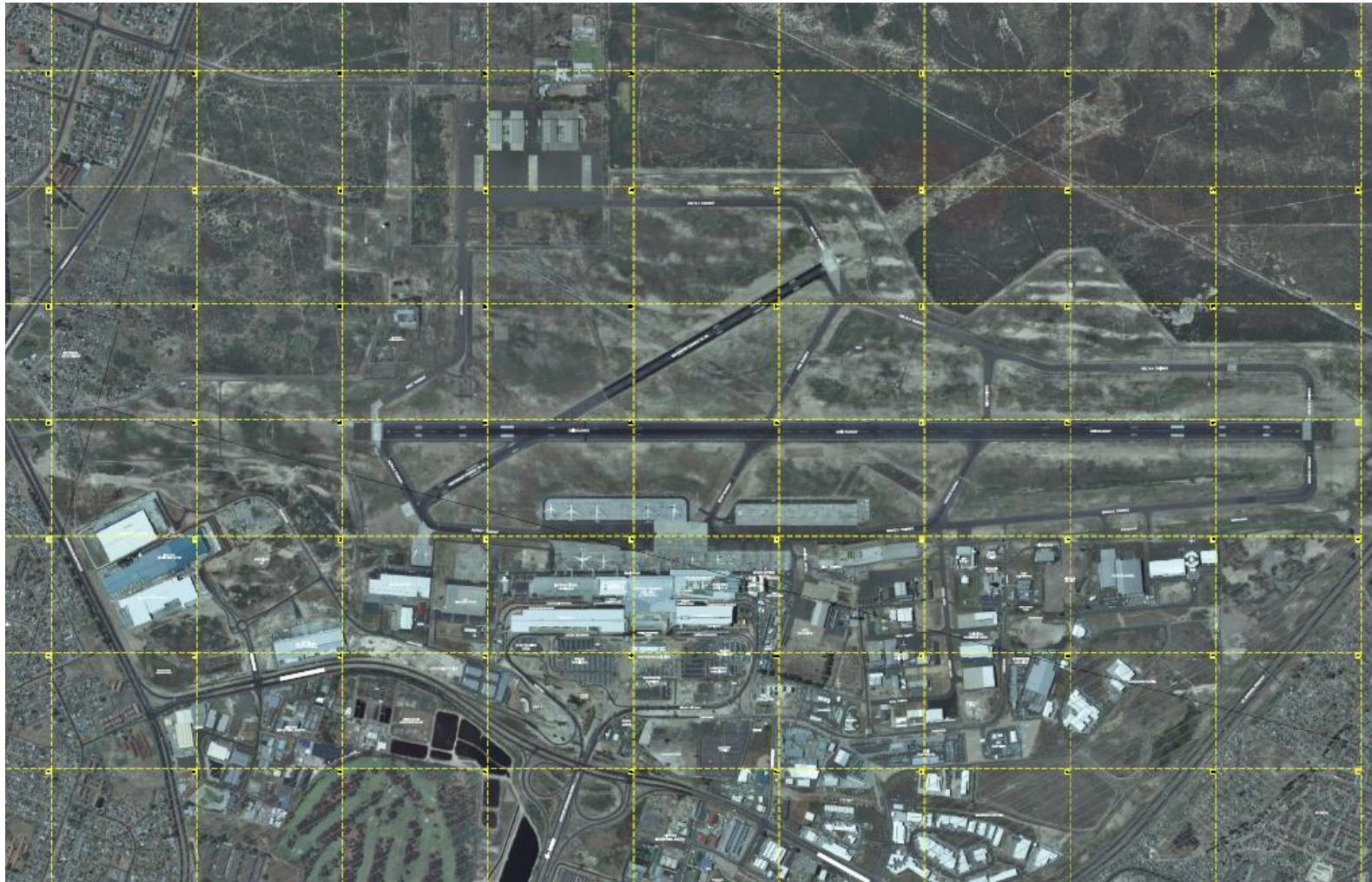


Image 1: Aerial image showing the airport footprint.

Scope of Work

C3.2 NATURE OF SERVICE

C3.2.1 General

The aim of the water reticulation, sewerage and stormwater services maintenance Contract is to ensure that maintenance work is executed in an efficient and economic manner with the least possible disruptions to daily airport operations whilst still satisfying the relevant airport specific policies and procedures as well applicable South African standards.

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 Key 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.

Job title:	Contract's Manager
Responsibilities:	Contract Administration
Minimum Qualifications:	National Diploma in Civil Engineering or More
Experience:	5– 8 Years
Registration with Professional Bodies:	

Job title:	Site foreman/ Supervisor
Responsibilities:	Day to day site works
Minimum Qualifications:	NQF level 2 / Grade 10 / Engineering /plumbing certificate
Experience:	4-5 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 responsibilities of the contractor are as specified in the OHS ACT of 1993 as an employer and in the Construction Regulation of 2014 as a main Contractor or a sub-contractor as the case may be.

The Service Manager or Permit Office will issue the necessary permit application forms to those who apply to for an Airside Vehicle Permit and/or Airport Security Permit and will decide, on receipt of the completed forms, whether to issue permits. Permits shall be issued in terms of ACSA Policy and Procedures. The Employer or Service Manager may at any time withdraw or suspend an Airside Vehicle Operators Permit (AVOP) or an Airside Security Permit and is not obliged to give reasons for the withdrawal.

Before access to the Airside is permitted, the contractor and employees are required to attend Airside Safety Induction Training and/ or Airside Vehicle Operators Permit in accordance with ACSA Policy and Procedure. The above training(s) are at a fee which the contractor must verify with the ACSA Training Department, or the Service Manager. An approved 10 day works notification is to be in place prior to all planned maintenance works.

C3.3.3 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

All equipment used at ACSA premises shall be regularly serviced and service records must be made available at the request by service manager. Generators to be utilized for maintenance or repairs at the Fuel Depot shall be strictly Diesel Generators only. Contractor must strictly adhere to any other requirements stipulated by the Fuel Depot pertaining to work that must be executed within the Fuel Depot precinct.

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.

- All generators used at Airport Fuel Depot shall be diesel generators only.
- Equipment shall have Low cost, reliable, robust, easy to maintain.
- Repeatability and reproducibility

The equipment must offer the following benefits to the airport:

- Better scheduling of maintenance work for airports, roads, flight decks and pedestrian areas.
- Improved safety for road and air travellers.

C3.3.4 Recommended Procedures for maintenance work.

Equipment Checks

- Keep floors dry and clear of unnecessary tools to avoid slipping while working with dangerous power tools.
- Keep cords from presenting a tripping hazard.
- Never carry a power tool by its cord.
- Regularly inspect tools to make sure they are in good condition and fit for safe use.
- Perform regular maintenance on tools.
- Do not use electric tools in wet condition unless they are approved for that use.

Operators and Training Competency

All welding operators shall have completed the necessary Welding Training and shall provide proof of welding certificate to the Service Manager on request. Proof of Training shall be provided for Scaffolding erector and all other relevant competency training required for the successful completion of works. Hot works permit must be obtained from the Fire Department prior to executing any welding works.

C3.3.5 Duties of Contractor

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

- Preparation of a preventive maintenance programme to the Employer's approval in addition to those specified in the scope of work.
- The execution of preventative maintenance activities as listed in the scope of work. The execution of corrective, breakdown and project maintenance as may be specified on a maintenance work order.
- Programming and planning of maintenance work to avoid hampering with airport operations.
- 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. Water reticulation, Sewerage and Stormwater services machines, sandblasting equipment, electricity generator, stencils etc.
- Reliability reporting as agreed with the Employer.
- 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 penalties defined in this contract within one month from receiving the notification of a penalty, failure to pay 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, Water reticulation, Sewerage and Stormwater services 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.

C3.3.4 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

C3.3.5 Personnel

A schedule of key personnel to this Contract will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The 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, at all times, 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 in the event that a permit request is refused.

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

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security

Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course.

C3.3.5.1 Employment of Security Personnel

- a) For any remote sites, **where and when is deemed necessary**, the Tenderer shall provide sufficient security to adequately ensure the safety and protection of the works, the Tenderer's employees and all plant and equipment.
- b) Site security, in conjunction with SAPS (where necessary), shall be responsible for the removal of disruptive elements that may interrupt the progress of the works through acts such as, but not limited to, intimidation, threats, violent behaviour, or criminal and illegal activity which may be carried out by the local community or independent organisations or entities.
- c) All security staff employed by the Tenderer on behalf of the ACSA CTIA or at any ACSA CTIA property must be registered with Private Security Industry Regulatory Authority (PSiRA). Proof of such registration must be submitted to ACSA service manager whenever the security personnel is in duty or made available to the CTIA, upon request.
- d) All associated costs with the above requirements shall be deemed to be included in the tendered rate and no
- e) additional payment shall be made in this regard.

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.

Subcontracting will be inline with clause 26 of the NEC 3 Term Service Contract.

C3.3.7 Quality assurance requirements

All work must be executed in accordance with prevailing industry norms and standards relating to quality, such as ISO9001, SANS and the Redbook guidelines.

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
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Quality Management Audit

The Contractor shall carry out periodic assessments of the adherence to the Quality Plan and Quality Control Plans by senior qualified staff who are not normally employed on the Site. The Service Manager and/or his representative shall be invited to attend at the periodic assessments meeting and be afforded the opportunity to report on the implementation of the Quality System at the Site. The assessment reports shall be copied to the Service Manager.

C3.3.8 Training 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 water reticulation, sewerage, and stormwater services.

CC3.3.9 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

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 the Service Manager.

C3.3.10 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.

C3.3.11 Employer's expectation:

The nature of the contract is as follows:

The service provider must be available for scheduled work and unscheduled works (*emergency break downs*). The service provider will also ensure that all equipment necessary to perform the service is available.

Work will only take place when needed and upon instruction by the Service Manager by the issuing of a Work Order in all instances, except those expressly stated as **emergency work**. Emergency work is any work that needs to be performed immediately without the need to wait for a written instruction and only the Service Manager may decide if the work is of emergency nature or not. Emergency work is often unplanned and may be necessary in order to prevent an unsafe condition, i.e. unauthorized access onto the airside or to resolve a non-conformance matter. The Service Manager shall issue the contractor with the work orders (*sometimes referred to as Task Order*) during or as soon as it is practicable after completion of the emergency repairs. The Service Manager may instruct the contractor to proceed with emergency work either in the form of a verbal instruction or a written instruction.

The contract is a “**as and when required**” meaning there is no fixed monthly forecasted spend. The work will be based on Task Orders as per NEC Contract clause X19 - a Task Order is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period.

C3.3.12 Service Level Agreements

Notification of Low service damages

The Service Manager will notify the contractor in writing of any Low service damages. The Service Manager will also notify the contractor of any claims directed and incurred by ACSA as a result of the contractor failure of duties, this will be for the account of the Contractor. The sources of the information shall be all reports and Audit reports which the infrastructure is subjected to (e.g. any authorised ACSA employees and any internal and external audits). ACSA must notify the contractor in writing of its intention to claim a Low service damages within 30 days of an event or ACSA will lose its right to claim the Low service damages. Should ACSA not claim a Low service damages for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim Low service damages for

similar future events. Under no circumstances shall a Low service damages be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor

Refer to annexure C for performance targets and low service damages

C3.3.13 Working on the Affected Property

The contractor shall appreciate that works in and around the airport precinct are heavily regulated to safeguard the safety of all airport stakeholders, this part of the Service Information addresses constraints, facilities, services and rules applicable to the *Contractor* whilst he is doing work on the Affected Property.

C3.3.14 Employer's site entry and security control, permits, and site regulations.

The following entry and security control measures will be applicable to this contract:

- Each staff employed at the airport has to have a valid ACSA security permit, obtainable from the ACSA Permit Office. The Service Provider will be liable for cost of these permits and induction courses.
- Permits are cards issued to persons employed and operational vehicles owned by airport based companies.
- Conditions of Issue:
 - Acceptance of personal permit applications.
 - The conditions under which ACSA shall issue an ACSA security personal permit are as follows:
 - All applicants requiring permits for two (2) days to two (2) years for the first time or renewing permits shall be vetted.
 - All applicants requiring permits for six (6) days to two (2) years to gain access into airside must complete an airside induction course prior to applying for permits.
 - When the relevant application forms have been duly completed by the applicant and authorised by the nominated sponsor.
- The following necessary documents must be attached:
 - Identity documents.
 - Airside induction certification is required for the following zone access for permit holders:
 - red,
 - red and green,
 - red and blue,
 - red and yellow,
 - purple and red and red,
 - green and blue
- Airside Vehicle Operators Permit (AVOP) certificate for employers employed as drivers in order to be issued an AVOP permit.
- Watched and understood the security awareness briefing videos.
- All ACSA security permit applicants shall be processed in accordance with the recommended vetting criteria as practiced by the National Intelligence Agency (NIA) of South Africa.

- All cases that are vague shall be referred to the Joint Planning Committee (JPC) for approval.
- If an applicant has no previous convictions a permit can be issued.
- Applications of contractors and subcontractors shall be accepted if it is sponsored by a company / organisation or an individual operating at ACSA operated airports and the company / organisation is registered in the Airport Permit Issue System (APIS).
- Special visitors permit (ad-hoc) shall be issued to government agents and security companies dealing with valuable cargo.
- Companies shall pay R4,560.00 for every visitors and temporary permit not returned to the Permit Office at the end of business or visit and there shall be no temporary or visitor's permits issued in future until the penalty per unreturned permit is paid.
- Companies shall be charged a fee of R5,000.00 per cancelled permit not being returned to Permit Office after their employees resign, are dismissed, absconded or suspended.
- Personal Permit is R410 (excluding VAT) for a 2-year permit.
- Staff parking, if required, is R120 (excluding VAT) per permit.

People restrictions, hours of work, conduct and records

Contractor must ensure adherence to airside operating procedure of staff and equipment on site. Airport operates 24 hours however nightwork can only be conducted 30 mins after the last flight which is normally at 22h00 and infrastructure must be handed over to operation 30 mins before first flight at 05h30.

The contractor's rates for the works must take into account the fact that the services will be required on an adhoc basis including on: public holidays, During the night, Weekends and the during the December builder's break.

Health and safety facilities on the Affected Property

Section 3 deals with contractual H & S requirements in addition to those of the OHSA Act. This section allows the *Employer* to state what measures are to be taken on the Affected Property by describing where First Aid facilities provided by the *Employer* are located and any other emergency arrangements. Do not use if already addressed in 2.3.

Environmental controls, fauna & flora

The Contractor will comply with all environmental requirements and stated in the ACSA environmental policy.

Cooperating with and obtaining acceptance of Others

This sub-paragraph could be used to deal with two issues.

- 1) The cross reference from core clause 25.1 about cooperation generally as well as details about Others with whom the *Contractor* may be required to share the Affected Property. See clause 11.2(9) for the definition of Others.
- 2) Requirements for liaison with and acceptance from statutory authorities or inspection agencies.

C3.4 MAINTENANCE SPECIFICATIONS: PARTICULAR (PROJECT SPECIFICATIONS)

C3.4.1 Applicable Standard Specifications

SANS Standardized and Red Book Specification for water reticulation, sewerage and stormwater services.

The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on civil 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.

C3.4.2 Applicable National and International Standards

The Works must comply with certain National and International Standards. These include:

- **SANS 1200**
- **And the Red book guidelines.**

C3.4.3 Particular (Project) Specifications

The Standard Specifications provide, in certain clauses, for a choice to be specified in the Construction Specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this Contract are contained in this part of the Specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in Particular (Project) Specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the Standard Specifications. The number of a new clause or a new payment item, which does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications

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
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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 E	1	Bill Of Quantities
Annexure F	0	Drawing WRSS 2307



ANNEXURE A:

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 LIMITED INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa SOC Limited Cape Town International Airport,

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 PERIODIC MAINTENANCE OF BULKWATER AT O.R. TAMBO INTERNATIONAL AIRPORT

1. Definitions

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

"The 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.

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. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
- 3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandatories (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
- 4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- 5. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- 6. Mandatories who 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:

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 will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the

Mandatarry 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 Mandatarry 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 Mandatarry 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 Mandatarry shall immediately be provided to the Client.
- 6.2 The Mandatarry shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatarry 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 Mandatarry 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 Mandatarry 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 Mandatarry 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 Mandatarry 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 Mandatarry shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.

- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

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

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

to attend the meeting on the half of the Mandatary.

10.3 The Mandatary appointed Section 16(2) and SHE resource shall not skip more than three SHE Committee meetings a year.

11. COMPENSATION REGISTRATION/INSURANCE

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

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

11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract

11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

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

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

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

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening
- Audio screening

- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

13. INCIDENT REPORTING AND INVESTIGATION

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

- 16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at

the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

16.2 This includes participating on planned and unplanned emergency drills organised the Client.

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

20.2 The Mandatary shall 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.

21. PLANT, MACHINERY AND EQUIPMENT

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such 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 low service damages/penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

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 immovable 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
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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 OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

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.



ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

SIGNATURE ON BEHALF OF MANDATARY

(Warrant his authority to sign)

DATE

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____

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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment always in their work area. Contractors must keep on file: <ol style="list-style-type: none"> The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> 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:

ANNEXURE C

SERVICE LEVEL AGREEMENTS

The following service levels are the minimum service levels acceptable to ACSA, CTIA, Contractor must at all times comply with and be able to match or better the service levels.

Performance Targets Response Times

Contractor must report on site for inspection within 1 hours in case of unforeseeable emergency repairs. For all other repairs which can be picked up through inspections and the nature of damage/failure is gradual, contractor must report to site for inspection with 3 days from when notification is issued. 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 standards
- Equipment must meet specifications requirements as outlined in SANS standards
- Tolerances must meet specifications requirements as outlined in SANS standards
- Sub-standard work must be corrected by the contractor at own cost

Work Guarantee Period

- Warranties and guarantees shall be as per the NEC 3 Term Contract.

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. A wayleave shall be obtained from relevant department if any ground excavation or pavement breaking is planned to take place.
- Damage to existing services and infrastructure will 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. The Contractor shall comply with OSH act requirements at all times.

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. Contractor to comply to all OHS act requirements.	No incidents related to non-use of PPE. Periodic (typically monthly) OHS Audits done by the H&S Dept or inspections by Service Manager. Contractor needs to comply to all OHS act requirement at all times.	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 work and replacement of employee. - If the same offender commits the same offense more than 3 time 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 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 work and replacement of employee. If the same offender commits

				the same offense more than 3 time 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 register 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 R5000 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
Response Times	Contractor must report on site for inspection within 1 hours in case of unforeseeable emergency repairs. For all other repairs which can be picked up through inspections and the nature of damage/failure is gradual, contractor must report to site for inspection with 3 days from when notification is issued. Site establishment and quote submission timelines will be determined by the service manager based on the nature and urgency of the repair work.	From written communication to the time contractor reports on Site with ACSA Service Manager.	100% compliance.	For all late Responses, R 5 000 per occurrence, and R1500 per hour thereafter on top of the initial R 5 000. 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 .

Work Completion	<p>Work must be completed within agreed time frame for asset handover back to operations.</p> <p>Contractor and the Service Manager will agree on time.</p>	<p>Site Inspection of work done to the required quality, in the agreed time.</p> <p>Facility handed over for operations.</p> <p>Site inspection, handover records with fire and rescue.</p>	100% compliance.	<p>R 10 000 per occurrence, and R1500 per hour thereafter on top of the initial R10 000.</p> <p>A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all work not completed on time.</p> <p>Following the early warnings and delays in work completion continues more than 30% of the time, based on issued task orders , Contract will be terminated.</p>
Quality	<p>Materials must meet specifications requirements as outlined in SANS/SABS standards.</p> <p>Equipment must meet specifications requirements as outlined in SANS/SABS standards.</p> <p>Tolerances must meet specifications requirements as outlined in SANS/SABS standards.</p> <p>Sub-standard work must be corrected by the contractor at own cost.</p> <p>All work shall be inline with the provided/agreed specification.</p>	<p>Site Inspection done by ACSA Service Manager of work done to the required quality, in the agreed time.</p> <p>Contractor to submit the quality assurance documentation to ACSA.</p> <p>All work shall comply to all ACSA requirements/agreed specification.</p>	100% compliance.	<p>First incident – Risk reduction meeting to be held and concerns minuted. hold back payment until works have been rectified and accepted by ACSA.</p> <p>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.</p> <p>Third incident - Termination</p>
Guarantees	<p>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.</p>	<p>Failure experienced during the agreed guarantee period after the work is done</p>	100% compliance	<p>First incident - Risk reduction meeting to be held and concerns recorded. Early Warning issued. Work to be corrected at the Contractor's cost.</p> <p>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.</p> <p>If works continuously fails with guarantee period more than 30% of time based on issued task orders, Contract Termination</p>

Existing Services Protection	<p>Contractor to protect and guard against damage of existing services and infrastructure. Contractor to verify the existing services, and take necessary precautions if unclear.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at own cost.</p>	Inspection by ACSA Representative	100% compliance	<p>Risk reduction meeting to be held and concerns recorded. Early Warning issued.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at their cost.</p> <p>The cost of business impact to be passed onto the Contractor.</p> <p>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</p>
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PLANNED MAINTENANCE

MONTHLY INSPECTION

DATE:.....

LOCATION:.....
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ACTIVITY:.....
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COMMENTS:.....
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Inspection done by:.....
Date.....
Signature:.....

Verified by:.....
Signature.....

Date.....

C3.2 CONTRACTOR'S WORKS INFORMATION

The Contractor should include information such as the Contractor's design and Plant and Materials specifications and schedules etc

(Approach paper)

PART C4: SITE INFORMATION

Photos



Photo 1. Robert Sobukhwe storm water channel.



Photo 2. Pond - Corner of Borchers Quarry and Robert Sobukwe.



Photo 3. Road Lodge pond.



Photo 4. Road Lodge pond inlet.



Photo 5. ACSA Pond – inlet basin



Photo 6. ACSA pond.



Photo 7 ACSA pond – outlet



Photo 8 Stormwater channel at Cargo



Photo 9 Stormwater channel at Cargo



Photo 10 Stormwater channel at Cargo



Photo 11 - Egoli main Sewer sump at Car Rentals.



Photo 12. Stormwater sump – Freight road under pass.



Photo 13. Stormwater sump at Freight Road underpass



Photo 15. Damaged water meter opposite CT



Photo 15: ACSA pond being emptied for cleaning purposes.



Photo 16: Repairs on ACSA Pond embankments



Photo 17: 6 inch pump used to drain stormwater at ACSA pond.





Photo 18: Various special design of manhole covers in airside (aircraft movement area)





Photo 19: Pipelines inside the ACSA Reservoir





Photo 20: ACSA Water Reservoir photos



Photo 21: Water harvest filtration plant



Photo 22 Water Filtration Overview