



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: CIA RFQ 72659

TITLE OF PROJECT: CTIA PLAZA FENCING MAINTENANCE SERVICES

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at CAPE TOWN INTERNATIONAL AIRPORT

(Registration Number : 1993/004149/30)

and

(Registration Number :)

for **CTIA PLAZA FENCING MAINTENANCE SERVICES**

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for maintenance of fencing at Cape Town International Airport

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

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

The offered total of the prices (**INCLUSIVE OF VAT**) is: Two Hundred and Forty Eight Thousand Rands, Nine Hundred and Eighty Six Rands and Fifty Cents ONLY (in words); R 248 986.50 (in figures)

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

for the contractor

Signature	Date
Name	Capacity
(Name and address of organisation)	
.....	
Name and signature of witness	

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

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

for the Employer

Signature Date

Name Capacity

Airports Company South Africa,

Administrator Office, Southern Office Block,

Western Cape, South Africa,

7525

Name and
signature
of witness

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1 Price Adjustment for inflation
		X2 Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited
	Address	Administrator Office, Southern Office Block, Western Cape, South Africa, 7525
10.1	The <i>Service Manager</i> is:	Manager: Landside Operations
11.2(1)	The <i>Accepted Plan</i> is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The <i>Affected Property</i> is	CAPE TOWN INTERNATIONAL AIRPORT
11.2(13)	The <i>Service</i> is	CTIA Plaza Fencing Maintenance Service as set out in Part C3 Service Information.
11.2(14)	The following matters will be included in the Risk Register	Delay in supply of material and/or equipment, hot works, working on heights, pedestrian movements and moving vehicles
11.2(15)	The <i>Service Information</i> is in	The section titled Service Information included as Part C3 of this document.

12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	7 calendar days
21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
2	The Contractor's responsibilities	main Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	To be confirmed
30.2	The <i>Service Period</i> is	12 months from the <i>starting date</i> or when the funds are expended
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The <i>assessment interval</i> is on the	15th day of each successive month 4 weeks (not more than five)
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the conditions of contract.
7	Title	No data is required for this section of the conditions of contract.
8	Risks and insurance	Refer to Part C1.4

83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The tribunal is	Arbitration
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organization who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary
X2	Changes in the law	No data is required for this secondary option.
X18	Limitation of liability	

X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The total of the Prices
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The total of the Prices
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: - Loss of or damage to the Employer's property, - Defects liability, - Insurance liability to the extent of the Contractor's risks - death of or injury to a person; - infringement of an intellectual property right
Z	The <i>Additional conditions of Z1 – Z19 contract</i> are	

Amendments to the Core Clauses

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

Z2	Providing the Service:
Z2.1	Delete core clause 20.1 and replace with the following: The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.
Z5	Termination
Z5.1	Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated or steps are taken to initiate business rescue proceedings”.
	Amendment to the Secondary Option Clauses
Z7	Limitation of liability:
	Insert the following new clause as Option X18.6:
Z7.1	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00
Z7.2	Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Contractor</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Employer</i> , which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the <i>Contractor</i>
Z8.2	The <i>Employer</i> maycede and delegate its rights and obligations under this contract to any person or entity
Z9	Joint and several liability
Z9.1	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.

- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z10 Ethics

- Z10.1** The *Contractor* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
- Z10.3** If the *Contractor* is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the *Employer*, the *Employer* shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.

Z11 Confidentiality

- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*
- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

Z13 *Liens and Encumbrances*

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

Z14 *Intellectual Property*

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

- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the
Adjudicator**

An *Adjudicator* is appointed Panel of Adjudicators

when a dispute arises, from the Panel of Adjudicators below.

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

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

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 ryneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z15.2 Appointment of the Arbitrator

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

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

Z16 Notification of a compensation event

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

Z17 BBEE and Tax Clearance Certificates

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

Z18 Communication

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

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

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

Z19 Delegation

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

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

PART C1.2b CONTRACT DATA**PART TWO – DATA PROVIDED BY THE *CONTRACTOR***

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

Name:

Job:

Responsibility:

Qualifications:

Experience:

-
- 11.2 The following matters will be included in the Risk Register
- Existing Services
 - Access to Site
 - Delay in supply of material and/or equipment
 - Progress of the works against the program
 - Travelling public and ACSA stakeholders
 - Hot works
 - Working on heights
 - Pedestrian movement
 - Moving Vehicles
-

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation: AIRPORTS COMPANY SOUTH AFRICA CAPE TOWN INTERNATIONAL AIRPORT
Physical Address: Airport Company South Africa SOC. Cape Town International Airport Administrator Office, Southern Office Block, Western Cape, South Africa, 7525

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK**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 Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation 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 Mandatory undertakes to comply with:

INSURANCE

1. The Mandatory warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor is in good standing with the Compensation Fund or Licensed Insurer.
2. The Mandatory warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatory 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 Mandatory on the Client's premises must be performed under the

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

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

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 OHSAct 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

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

Summary of Terms and other Matters Applicable to Employer Provided Insurance

Part 1:

Notes to Schedule:

- The provision of insurance by the Employer does not limit the obligations, liabilities or responsibilities of the Contractor under this contract in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than Employer, Contractor and works where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the Employer's projects. In the circumstances:

If this Insurance Schedule reflects the amount of any cover provided by the Employer to be higher than the amount required in the Contract Data, the Employer's obligation under this Contract is limited to the lower amount; and

If this Insurance Schedule provides for any cover which is not stated to be provided by the Employer in the Contract Data, the Employer's obligation under this Contract is limited to the cover stated in the Contract Data.

- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

Part 2:

ACSA Maintenance Contracts Insurance Clause.

Insurance Affected by the Employer.

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer , Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

- (a) PUBLIC LIABILITY Insurance – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or

damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.

(i) The Employer shall pay any premium due in connection with the insurance effected by the Employer.

(ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his

own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

(iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer.

(iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:

(A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability

(B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.

(C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

(v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer.

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

(vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub- Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

Insurance Affected by the Contractor.

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

(a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those

intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.

(b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.

(c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.

(d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of R25 000 or R250 000 as stated above.

(i) The insurances to be provided by the Contractor and his Sub-Contractors shall:

(A) be affected with Insurers and on terms approved by the Employer.

(B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)

(C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.

(ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

Sub-Contractors

The Contractor shall:

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

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

PART C2: PRICING DATA

C2.1 Pricing Assumptions

ACTIVITY SCHEDULE – PREAMBLE

1. The Contract Data, Scope of Work, Drawings and any other documents mentioned or referred to are to be read in conjunction with the Activity Schedule.
2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as shown in the programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered, and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed.
4. The pricing schedule as completed by the Bidder shall be VAT inclusive 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 etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this bid is based.
5. The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the Bid price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. “Foreign” shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will be adhered to.

11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
14. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

C2.2 The Price List

Refer to the Main Pricing Schedule

AIRPORTS COMPANY SOUTH AFRICA

CAPE TOWN INTERNATIONAL AIRPORT

Tender for Plaza Fencing Maintenance Services at Cape Town International Airport

APPENDIX D – PRICING SCHEDULE

Item	Description	Unit	Quantity	Rate	Amount R
B1200	GENERAL REQUIREMENTS AND PROVISION				
B12.03	Provision for direct costs incurred for obtaining all personal and vehicle permits:				
	(a) Airport personnel permits.	Prov Sum	1,00		R0,00
	(b) Airport Safety Induction.	Prov Sum	1,00		R0,00
	(c) Vehicle permits and branding.	Prov Sum	1,00		R0,00
B 12.08	Compliance with occupational health and safety act (OHS and regulations including the construction regulations, 2014):				
	(a) Traffic Safety Officer	Per Shift			Rate Only

	(b) Contractor's obligations in respect of the Occupational Health and Safety Act Construction Regulations (2014)	Lum Sum	1,00		R0,00
B1200	TOTAL CARRIED TO SUMMARY				R0,00

Item	Description	Unit	Quantity	Rate	Amount R
B1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS				
B13.01	Contractor's general obligations				
	(a) Fixed Obligation	Lump Sum	1,00		R0,00
	(b) Value-related Obligations	Lump Sum	1,00		R0,00
B1300	TOTAL CARRIED TO SUMMARY				R0,00

Item	Description	Unit	Quantity	Rate	Amount R
B1500	ACCOMODATION OF TRAFFIC				
B15.01	Accommodating Traffic and maintaining deviation				
	Flagmen	Man-day	2,00		R0,00
	Portable STOP and GO-RY signs	Number	2,00		R0,00
	Moveable barricade/ road sign combination	Number	2,00		R0,00
	Traffic Cones TD4	Number	5,00		R0,00
B1500	TOTAL CARRIED TO SUMMARY				R0,00

Item	Description	Unit	Quantity	Rate	Amount R
B1800	DAYWORKS				
B18:01	Personnel				
(a)	Labourer	Per Shift	1,00		R0,00
(b)	Supervisor	Per Shift	1,00		R0,00
B18:02	Plant, equipment, tools and accessories: (per call out)				
(a)	Generators	Per Shift	1,00		R0,00

(b)	Welding equipment	Per Shift	1,00		R0,00
(c)	Jack Hammer	Per Shift	1,00		R0,00
(d)	Grinders	Per Shift	1,00		R0,00
(e)	Cutting discs	Per Shift	1,00		R0,00
(f)	Welding rods	Per Shift	1,00		R0,00
B18.03	Materials				
(a)	Procurement of materials	Prov Sum	1,00		R0,00
(b)	Contractor's handling costs, profit and all other charges in respect of subitem B18.03(a)	%	5,00		R0,00
	VALUE OF ITEM OR SERVICE				
	R0 - R 2000	10%			
	R 2001 - R10000	8%			
	R10 001 - R50 000	7%			
	Over R50 001	5%			
B1800	TOTAL CARRIED TO SUMMARY				R0,00

Item	Description	Unit	Quantity	Rate	Amount R
B5500	FENCING				
	HIGH SECURITY CLEARVIEW FENCING OR SIMILAR APPROVED				
B55.01	EARTHWORKS				
(i)	Clearing the fence line	m ²	118		R0,00
(ii)	Excavate for holes not exceeding 1m deep	m ³	3,0		R0,00
(iii)	Remove existing paving blocks and store safely for reuse	m ³	3,0		R0,00
	Risk of collapse of excavations				
(iv)	Sides of trench and hole excavations not exceeding 1m deep	m ²	275,0		R0,00
	Extra over all excavations for carting away				
(v)	Surplus material from excavations and/or stockpiles on site to a authorised dumping site to be located by the contractor	m ³	25,0		R0,00
(vi)	Remove temporary bollards	No	10,0		R0,00
(vii)	Remove permanent bollards	No	5,0		R0,00
	CONCRETE, FORMWORK AND REINFORCEMENT				
	Concrete works				
(viii)	Class 15MPa/19mm concrete in bases	m ³	1,0		R0,00
B55.02	Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being removed				
(a)	METALWORK				
	Panel Formation				
	Supply and install:				
	Panels				

B55.03	(i)	3.297 X 2.4m high fencing with coated (corrosion resistance and weather guard technology) wire at 25 x 12mm aperture centres, 650 Mpa tensile strength, panel shall be reinforced with a 4 x 50mm deep V horizontal formation	No	40,0		R0,00
	(ii)	Remove old fencing (including posts) and store safely	No	30,0		R0,00
		Post				
	(iii)	85 x 85 mm x 3m high post with tapering 45mm on a concrete footing shall include locking recess clip to secure panel edge and be sealed with a UV polymer cap and fitted a 12mm base pin. All according to the manufactures specification.	m	60,0		R0,00
	(b)	Supply and install galvanized security lock box of the following sizes:				
	(i)	200 x 150 x 150mm	No	5,0		R0,00
	(c)	New Clearview Sliding Gates Supply and install a sliding gate (cart away from site, demolish/remove concrete/paving in preparation for new gate.				
	(i)	1200mm x 2400mm high	No	1,0		R0,00
	(ii)	3800mm x 2400mm high	No	2,0		R0,00
	(iii)	6000mm x 2400mm high	No	1,0		R0,00
	(iii)	Sliding rail including accessories	No	4,0		R0,00
	(d)	Spike strips shall be placed over fence including gates and poles				
	(i)	Durable wall spikes	m	400,0		R0,00
	(e)	Adhoc Request				
	(i)	Extra over for night work	Per shift	1,00		R0,00
	(ii)	Extra over for holiday work	Per shift	1,00		R0,00
	(iii)	Standing time	Per shift	1,00		R0,00

B5500	TOTAL CARRIED FORWARD				R0,00
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Section	Description	Amount R
B1200	GENERAL REQUIREMENTS AND PROVISION	R0,00
B1300	CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS	R0,00
B1500	ACCOMMODATION OF TRAFFIC	R0,00
B1800	DAYWORKS	R0,00
B5500	FENCING	R0,00
TOTAL SCHEDULE (Carried over to Summary Page)		R0,00

Contractor	
CALCULATION OF TENDER SUM	
TOTAL SCHEDULE A: FENCING MAINTENANCE YEAR 1	
TOTAL TENDER SUM EXCLUDING VAT (YEAR 1)	R0,00
VALUE-ADDED TAX (VAT) The tenderer shall add 15% of the subtotal for VAT	0
TENDER SUM CARRIED TO FORM OF TENDER	0
* Contract values will be increased/ decreased per current index stipulated in Statistic SA- Consumer Price Indices- all income groups. 6% escalation should be used for illustrative purposes.	

PART 3: SERVICE INFORMATION

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	Total number of pages	

PART C3: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

The objective is to maintain the serviceability of the infrastructure at Cape Town International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety, environment, ICAO and all other aviation related legislation. The Contractor will be responsible for the maintenance of fencing infrastructure at Cape Town International Airport.

Employer's requirements for the service

The contractor will be responsible for effectively dealing with maintenance of all fencing infrastructure and standard sized manual gates, on the landside and all other fencing areas within the airport precinct and appurtenant works that may be pointed out to the contractor on site.

The scope of works shall include planned and scheduled routine maintenance work and inspection of infrastructure.

DESCRIPTION OF THE WORKS

Employer's Objectives

The objective is to maintain the serviceability of the airport fencing related 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.

Overview of the works

The Contractor will be responsible for effectively dealing with all fencing repairs and manual gate repairs, which will comprise of but not limited to landside and airside, all other areas that may be pointed out to the contractor on the landside.

Extent of the works

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

Upon arrival at Employer's premises at the pre-arranged time, the Contractor shall report to the Employer's representative and attend to any matters which may necessitate action.

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

The contractor should list exclusions, if any, to the above with the maximum time necessary to acquire the necessary plant/item.

Location of the works

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

MAINTENANCE SPECIFICATION

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.

Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.

The minimum preventative maintenance to be effected as per planned maintenance work orders and details the tasks and the frequency they are to be performed. The preventative maintenance is performed to prevent infrastructure failures from occurring. The Contractor will be held liable for the repair of any failure of recently completed repair work. If the Contractor failed to identify the failure condition on the maintenance report and notify the contract supervisor for the necessary corrective maintenance authorisation. Therefore, the Contractor should include any further preventative maintenance recommendations, which in his opinion are necessary for the specific and other failure prevention.

PROCUREMENTPreferential procurement proceduresRequirements

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

The Contractor must adhere to all airport requirements regarding fire resistance, health and safety and quality when procuring replacement fencing components.

ACSA currently requires that no casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with ACSA.

Subcontracting

No part of this Contract may be subcontracted unless with written approval from ACSA.

Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the main Contractor.

MANAGEMENT

Management of the works

Particular / generic specifications

All work shall conform to all relevant SANS standards, OHS ACT regulations, ICAO regulations and all other legislation that might be relevant to this Contract or the execution thereof.

In addition, all work shall be carried out in accordance with prevailing industry norms and best engineering practice as well as OEM requirements.

Planning and programming

All maintenance work shall be scheduled and a schedule presented to the Service Manager at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any airport operations.

The Contractor may not utilize scheduled maintenance staff for any other work than those as specifically described in this Contract. This implies that staff dedicated to this contract will not be used for any other contracts or projects the Contractor might have from time to time. The Contractor may, however, approach the Service Manager should an exception be required in this regard and should the employer benefit by the arrangement.

Methods and procedures

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

Assisting with emergency repairs

Re-scheduling of work to accommodate other contractors

Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems

Checking on other contractors in order to reduce risk

Pointing out services to consultants or other contractors

Providing access to other contractors

Attending co-ordination and planning meetings

Removing rubble and/or equipment from site

Training of ACSA operators and/or technicians

Providing of system data to ACSA or it's consultants

Recommending improvement on maintenance procedures

Co-operating with ACSA Security relating to security initiatives

Quality plans and control

The Contractor must execute all maintenance work according to industry quality norms and standards prevailing from time to time. In this regard, the Contractor will be expected to draft quality plans from time to time that must be presented to the Service Manager. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work is indeed completed to recommended standards.

Environment

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

At no time shall the Contractor:

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

Format of communications

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

Key personnel

A schedule of key personnel to this Contract, including summaries of their qualifications and experience will be provided as part of the tender returnable documentation. This will, as a minimum, include all persons from technician level to management level. For the whole duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

Management meetings

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

Electronic payments

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

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be kept on site and will be available for scrutiny by the Service Manager at any time.

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

Safety and Housekeeping: Good safety and housekeeping practices will be entrenched in daily maintenance practices. The Contractor will comply with all safety regulations prescribed by the employer (ACSA CIA). It is the Contractors responsibility to know and understand the regulations. ACSA's employer representative has the right to perform routine or ad-hoc inspections of workshops, storage areas and work sites.

With reference to the OHS ACT it will be expected that the Contractor appoint an employee as the mandatory person with the associated responsibilities on site.

Maintenance history: Apart from the preventative maintenance recording, each corrective and breakdown maintenance will have a completed maintenance history report. On request from ACSA the contractor shall submit a preliminary failure report on any breakdown incident within 24 hrs of the occurrence and thereafter submit a final report on the incident within 1 month. The report should include the following:

1. Details of the Incident
2. Executive summary
3. Sequence of Events
4. Findings
5. Root cause
6. Contributory causes
7. Recommendations/Actions

Continual improvement: This contract encourages the analysis of maintenance trends to identify deficiencies and implementation of improvement actions.

Interpretation and terminology

1. Definitions

In this contract the following words and expressions shall have the following meanings:-

- 1.1 "ACSA" - means the Airports Company South Africa, a company registered in accordance with the laws of the Republic of South Africa with registration number - 1993/004149/06
- 1.2 "Contract" - means the written agreement entered into between ACSA and the Contractor, on or about (Contract Reference CTIA RFQ - Rubber removal services), as amended, varied, restated, novated or substituted from time to time.
- 1.3 "Contractor" - means a company registered in accordance with the laws of the Republic of South Africa with a valid local registration number.
- 1.4 "Carriageway and Freeway" - The carriage way or freeway shall also mean the asphalt surface area of the runways, taxiways and the concrete aprons.
- 1.5 "General Conditions of Contract" - Omit from second line the words 'National and Provincial' and add to third line after works as prepared by Committee of Land Transport Officials (COLTO).
- 1.6 "Road Prism" - The road prism shall also mean the prism of the runways, taxiways, and aprons.
- 1.7 "Shoulder" - In the case of runways, taxiways and aprons, the shoulder is the portion of the runway, taxiway or apron adjacent to the pavement layers.
- 1.8 "Airport" - An airport is the ground area including the buildings, which are used partially or as a whole for the landing, take-off or ground movements of aircraft.
- 1.9 "Runway" - A runway is the area normally used by aircraft for landing and take-off.
- 1.10 "Taxiway" - A taxiway is the area normally used by aircraft for movements between the runway and the apron, and includes inactive runways used for other purposes.
- 1.11 "Threshold" - The threshold is the beginning of that portion of the runway used for the take-off and landing of aircraft and thresholds may temporally be displaced. The clearway is the area beyond thresholds.
- 1.12 "Airside" - The airside of the airport is the Security controlled area where movement of aircraft takes place. For the purpose of this contract, access to the airside is through the contractor's gate.
- 1.13 "Landside" - Is the area of the airport to which the public has unrestricted access.
- 1.14 "Apron" - The apron of an airport is the hardened area used for the parking of aircraft and where passengers normally board or disembark cargo is loaded onto or from aircraft and refuelling or aircraft maintenance takes place.

- 1.15 "Control Tower" - The building used by personnel when controlling aircraft and vehicle traffic on the airside of the airport.
- 1.16 "Runway and Taxiway Strip" - It is the area adjacent to the runway extending to 75m on either side of the centre line of the runway and 47.5m from the centre line on the taxiway.
- 1.17 "Movement Area" - That part of an airport to be used for the surface movement of aircraft, including manoeuvring areas and aprons.
- 1.18 "Markings" - Symbols, lines, words and figures displayed on the surface of a movement area, or special visual distinguishing features added to vehicles.
- 1.19 "Perimeter Road" - A road within the airside to facilitate travel of vehicles to various areas and to remain clear off the manoeuvring areas.
- 1.20 "Restricted Area" - A part of an airport designated by notices posted by the airport manager, access to which is restricted to persons holding an authorised identification card valid for that part of the airport.
- 1.21 "Vehicle" - Any self-propelled ground surface vehicle or mobile equipment (including specialised aircraft servicing vehicles and ramp equipment).
- 1.22 "Approve Issuing Authority" - An organisation approved by the airport manager to issue airport security permits and airside vehicle permits.

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation
ACSA	Airports Company South Africa
CTIA	Cape Town International Airport
ICAO	International Civil Aviation Authority
SANS	South African National Standards
CAA	Civil Aviation Authority
NKP	National Key Point
RWY	Runway
TWY	Taxiway

RESA	Runway End Safety Area
ILS	Instrument Landing System

Management strategy and start up.

The *Contractor's* plan for the service

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.
- Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.

The minimum preventative maintenance to be effected in Planned Maintenance and shall details the tasks and the frequency they are to be performed. The preventative maintenance is performed to prevent failures from occurring. The Contractor will be held liable for the repair of any failure on inspected infrastructure if the Contractor failed to identify the failure condition on the maintenance report and notify the contract supervisor for the necessary corrective maintenance authorisation. Therefore, the Contractor should include any further preventative maintenance recommendations, which in his opinion are necessary for the specific and other failure prevention.

Management meetings

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

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly on last week of the month at 10h00_	CTIA	Employer, Contractor
Overall contract progress and feedback	Monthly on last week of the month at 10h00_	CTIA	<i>Employer and Contractor</i>

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.

Contractor's management, supervision and key people

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

The Contractor shall at all times remain responsible to ensure that the on-site compliment and is sufficient to maintain the required service levels.

The Contractor will ensure that his/ her staff taking sick leave, paid leave and will allow for all staff related eventualities.

Provision of bonds and guarantees

N/A

Documentation control

All contractual communication will be in the form of formal letters or forms attached to e-mails and not the as a message in the e-mail itself.

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

Invoicing and payment

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

The *Contractor* shall address the tax invoice to

Airports Company South Africa SOC Ltd

Cape Town International Airport

Private Bag X9002

Cape Town

WP

7525

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;

The contract number and title;

Contractor's VAT registration number;

The *Employer's* VAT registration number _4930138393_;

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

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

Invoices shall be submitted as an original hard copy or with employers consent an electronic copy

Contract change management

N/A

Records of Defined Cost to be kept by the *Contractor*

N/A

Insurance provided by the *Employer*

Refer to ACSA Insurance Clauses C1.4: ACSA INSURANCE CLAUSES

Training workshops and technology transfer

Permits

The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the schedule of rates for costs in this regard.

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.

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where applicable. All vehicles needing access to the manoeuvring area will be required to have Transponders or Squitters and this will required the bidder to enter into a Transponder lease agreement with Air Traffic Control.

Design and supply of Equipment

N/A

Things provided at the end of the *service period* for the *Employer's* use

Equipment

N/A

Information and other things

N/A

Management of work done by Task Order

Duties of Contractor

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

1. Preparation of a preventive maintenance programme to the Employer's approval in addition to those specified in the scope of work.
2. The execution of preventative maintenance activities as listed in the scope of work. The execution of corrective, breakdown and project maintenance as specified on a maintenance work order.
3. Programming and planning of maintenance work to avoid hampering with airport operations.
4. Attendance at maintenance co-ordination meetings.
5. Preparation of preventative maintenance reporting and corrective or breakdown maintenance report.
6. The holding of all materials necessary for the effective maintenance
7. The Contractor shall have available for all maintenance the equipment necessary including the minimum special equipment, e.g. welding equipment, electricity generator, grinders, drilling machinery, etc.
8. Reliability reporting as agreed with the Employer.
9. 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.
10. Conducting of all necessary tests
11. Expediting of work.
12. Directing and supervising of maintenance personnel to ensure efficient and timely execution of the work in co-operation with the Employer.
13. Attendance at meetings from time to time with the Employer in order to discuss services that require clarification or action.
14. Direction and monitoring of specialist Sub-contractors.
15. 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.
16. The motivation of all tests and inspections required on the installation and/or their component parts in compliance 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.

17. Notifying the employer's representative of any conditions which may compromise the serviceability of the infrastructure or pose a safety hazard to users of the premises.
18. 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.
19. The Contractor may 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.
20. The Contractor shall protect the site properly and shall so arrange his operations that no danger and inconvenience is caused to airport operations. For this purpose he shall, inter alia, provide and maintain sufficient signs, lights, barricades, fencing and guarding as may be necessary or required by the Employer or by any act, regulation or statutory authorities. All operations required in connection with the contract shall, as far as the provision of the contract permit, not unnecessarily or in an improper manner encroach upon the use of airport facilities. Compensation for such obligations shall be included in the Contractor's prices.
21. 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.
22. 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.

Any apparatus, equipment or parts thereof that become redundant or scrap remain the property of the Employer and shall not be alienated by any means whatsoever. If such

materials cannot be re-utilized by the Employer a Bid or auction at the Employer's discretion will dispose them of.

Health and safety, the environment and quality assurance

Health and safety risk management

Health and safety requirements and procedures

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

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.

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.

Safety documents for all works must be handed to safety department at least 30 days prior to doing any work. Contractors must have a monthly meeting with safety department on compliance to safety documents. Safety documents: Safety plan, notification of construction work, risk assessment, mandatory forms, airside work safety plan, risk rating procedure, OHS construction specifications, T050 009M service & maintenance contractors, contractors legal compliance checklist, ACSA incident notification form, and contractors airside safety specifications

Hot works permit is obtainable from Fire & Risk Department/ Safety Department – The shift controller on duty will issue the permit.

Letter of good standing is a legislated requirement – Without this letter, no works can take place at the airport.

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) 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 depend upon the severity of the infringement. The decision on how much to impose will be made by ACSA's SHE Representative, and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused as a result of the infringement at his/her own expense.

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, cutting or heat shall be authorised by the issue of a permit to work - obtainable from the ACSA Safety department. Any work done under the protection of a permit to work shall be in strict compliance with every prescription regarding the permit.

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

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

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

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

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

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

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

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

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

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

Protection of the public

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

Barricades and lighting

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

The Contractor shall comply with the health and safety requirements contained in section 3 to this Service Information.

Environmental constraints and management



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED ENVIRONMENTAL MANAGEMENT POLICY - T010P

Airports Company South Africa SOC Limited, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness.
- Monitor and measure significant environmental aspects and impacts of airport activities and operations and provide a framework for the setting and reviewing of environmental objectives and targets.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within the scope of the Environmental Management System are aware of the environmental aspects and impacts associated with their activities and operations and of the requirements of the Environmental Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continual improvement of our environmental performance.
- Prevent environmental pollution resulting from airport activities and operations
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce energy consumption.
- Actively seek out opportunities to reduce our carbon footprint, as well as that of the aviation industry.
- Measure our carbon footprint at Cape Town, King Shaka, O R Tambo and Port Elizabeth International Airports.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy statement shall be reviewed by Management every three (3) years and made available to any interested parties upon request.

Signed: 

Date: 17th January 2017

Issue No: 10

Chief Executive Officer: Airports Company South Africa SOC Limited

The *Contractor* shall comply with the environmental criteria and constraints stated in Section 3

Quality assurance requirements

The Contractor must execute all maintenance work according to industry quality norms and standards prevailing from time to time. In this regard, the Contractor will be expected to draft quality plans from time to time that must be presented to the Service Manager. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work is indeed completed to recommended standards. All steel fencing shall be Hot Dip Galvanized unless otherwise specified. The hot dip galvanized coating shall conform in every respect to the standards contained in the South African National Standards, SANS 121 (ISO 1461:2009) and SANS 32 (EN 10240:1997), Hot Dip Galvanizing specification for products other than continuously galvanized sheet and wire.

Procurement

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring equipment and spares. All structural steel procured shall be at all times hot dipped galvanized unless otherwise specified. The 3rd Party Mark-up shall be applicable to all third party procurement materials not priced in the bill of quantities.

People

Minimum requirements of people employed

A schedule of key personnel to this Contract, including summaries of their qualifications and experience will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from Foreman, Welder, Health & Safety staff to Management level. For the whole duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All foreigners employed by the Contractor shall have valid South African work permits.

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.

BBBEE and preferencing scheme

Contractor must have a valid Broad Based Black Economic Empowerment (B-BBEE) Certificate or a valid letter from chartered accountant confirming the BBBEE status if the entity is an Empowering supplier in terms of the DTI Codes of Good Practice.

Subcontracting

Preferred subcontractors

N/A

Subcontract documentation, and assessment of subcontract tenders

N/A

Limitations on subcontracting

No part of this Contract may be subcontracted unless it is done with written approval from ACSA. Should any part of this Contract be subcontracted, the Contractor will be responsible for all Works (or failure to affect the Works) as if it was done so by the main contractor.
--

Attendance on subcontractors

N/A

Plant and Materials**Specifications**

All supplied fabricated iron and steel parts shall be hot dip galvanized to the SABS specification unless otherwise agreed with employer representative.
--

Equipment, Spares and Material:

It will be expected that the prospective Contractor maintains an inventory of equipment, spares and materials or have access to those equipment available must be provided.

Detailed description of equipment available must be provided.

Correction of defects

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.
--

The minimum preventative maintenance to be effected on all work areas listed in the contract and details the tasks and the frequency they are to be performed. The preventative maintenance is performed to prevent failures as detailed in the contract from occurring. The Contractor will be held liable for the repair of any failure as a result of corrosion or damage and the Contractor must identify the critical areas on their maintenance report and notify the contract supervisor for the necessary corrective maintenance authorisation. Therefore, the Contractor should include any further preventative maintenance recommendations, which in his opinion are necessary for the specific and other failure prevention.
--

Contractor's procurement of Plant and Materials

It will be expected that the prospective Contractor maintains an inventory of equipment, spares and all materials required for maintenance work. Spares and materials are to be delivered within 1 day.

Tests and inspections before delivery

The contractor shall ensure that inspections are carried out and applicable tests certificates are available and kept on file.

Plant & Materials provided "free issue" by the Employer

No Plant and Material will be provided by the Employer and the Contractor to have all required and necessary plant and materials.

Working on the Affected Property

Location of the works

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

Nature of Service

- a) The areas where the services are needed will be on airport property as well as any other areas that may be pointed out by the Airports Company South Africa.
- b) The policies of the ACSA Maintenance & Engineering Department, ACSA Environmental and Aviation Safety Department, ACSA Airfield Rescue and Fire Fighting Department as well as the ICAO Standards and CAA Regulations will be adhered to at all times.

Night Work

The Contractor to provide suitable lighting to enable the work to be properly performed and controlled at night. Night work will only commence if the Contractor provides all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours. Night work on landside may only take place between 23h00 and 05h00. No additional payment shall be made for provision of the lighting for the whole working site in work areas as specified above.

Environment

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

At no time shall the Contractor:

1. allow any pollutant or toxic substance to be released into the air, soil or storm water systems
2. interfere with, or put at risk, the functionality of any system or service
3. cause a fire or safety hazard, a hot works permit is to be obtained prior to any hot works repairs.

SCHEDULE OF AREAS TO BE MAINTAINED

The fence to be installed and maintained within the airport precinct includes the following areas:

- a) Plaza area
- b) Parkade 1
- c) Parkade 2

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

Contractor shall provide to his/her employees all necessary training. The training will enable employees to obtain permits, and not compensation shall be made by the employer for the cost of permits which include but not limited to vehicle and personnel permits.

1. OPERATING VEHICLES AND EQUIPMENT:

- a). Any vehicle or moveable equipment accessing or entering the landside is considered an operational facility and is required to have the appropriate ACSA Prefix number and strobe light prior to obtaining access.
- b). This includes ACSA and all Stakeholder Management who utilise privately owned vehicles as operational vehicles.
- c). If a private owned vehicle is used as an operational vehicle it must be covered by the company's insurance and proof must be obtained prior to applying for a permit.

2. BEACON AND STROBE LIGHT:

- a). A medium size amber strobe light of a low intensity must be fitted to the roof or other elevated/highest part of the vehicle or item of equipment.

b). The amber strobe light must be visible from all angles. The amber strobe light must be serviceable and operated at the time of entering the access security point onto airside. A portable strobe light may be used.

3. EXEPTIONS TO THE AMBER STROBE LIGHT:

- a). SAPS: Blue strobe lights.
- b). Emergency Services: Red strobe lights.
- c). Fire and Rescue Services: Red strobe lights.

4. SIGNAGE:

All vehicles and equipment must be registered and recorded at the ACSA Permit Office.

- a). The vehicle shall display both a prefix and company logo on both sides and on the roof of vehicles.
- b). The signage letters are to be in bold black or dark blue, 150mm in width (from edge to edge) and 200mm in height.
- c). The Company's prefix (minimum of 4 letters) shall be clearly visible as part of the registration of the vehicle/equipment.
- d). Signage shall be affixed permanently on all vehicle whether permanently or contractor's vehicles.
- e). A registration number of a vehicle/equipment must not be used as a prefix.

5. GENERAL:

The following guidelines are recommended for placement of strobe lights:

- a). Forklifts - mounted on overhead steel structure.
- b). High loader - mounted on overhead steel structure close to drivers seating.
- c). Catering vehicles - mounted on roof.
- d). Ground Power Unit - mounted on structure itself.
- e). Air start systems (trucks) - mounted on roof.
- f). Conveyors - mounted on roof structure.
- g). Tugs - mounted on roof.
- h). Tractors - mounted on overhead steel structure.
- i). PAU - mounted on roof.
- j). Mobile steps - mounted at driver's area.
- k). Cherry Picker - mounted on roof of truck.

l). Buses - mounted on roof.

m). Battery car - mounted on erected steel frame.

n). Vehicles/light delivery vehicles/microbus/saloon car mounted on roof.

6. INSPECTION OF DOLLEYS, TROLLEYS, TRAILERS AND BAGGAGE WAGONS:

6.1. IDENTIFICATION MARKINGS:

a). All dollies, trolleys, trailers and baggage wagons shall be marked by each airside service provider so that it is clearly identified.

b). A log register shall be kept by the airside service provider and may be inspected by a designated ACSA person.

7. REQUIRED DOCUMENTS:

a). Attach copy of R100, 000, 000 insurance cover.

b). Attach copy of vehicle registration licence (proof of age for vehicle).

PERMIT PRICES

CTIA PERMIT PRICE LISTING - 2026-2027

PERSONAL PERMITS			
PERMIT TYPE	DURATION	PRICE EXCL.VAT	PRICE INCL.VAT @15%
Personal Permanent Permit	2 years	234.78	270.00
Personal Permanent Permit 1 Icon	2 years	295.65	340.00
Personal Permanent Permit 2 Icons	2 years	356.52	410.00
Personal Permanent Permit 3 Icons	2 years	417.39	480.00
Personal Permanent Permit 4 Icons	2 years	478.26	550.00
Personal Permanent Permit 5 Icons	2 years	539.13	620.00
Personal Permanent Permit 6 Icons	2 years	600.00	690.00
Personal Permanent Porter Permit	2 years	234.78	270.00
Personal Embassy Permit	2 years	269.57	310.00
Add Icon	2 years	234.78	270.00
Add Zone/Color	2 years	234.78	270.00
Permit Icon	2 years	60.87	70.00

PERSONAL: TEMPORARY PERMITS			
PERMIT TYPE	DURATION	PRICE EXCL.VAT	PRICE INCL.VAT @15%
Visitors Permit	1 day	234.78	270.00
Temporary Personal Permit	2 - 5 days	234.78	270.00

PERSONAL: PENALTIES: REPRINT / RE-ISSUE / LOST / UPGRADE / DAMAGED PERMITS			
PERMIT TYPE		PRICE EXCL.VAT	PRICE INCL.VAT @15%
1st Lost Personal Permit		486.96	560.00
2nd Lost Personal Permit		787.83	906.00
ACSA 1st Lost Personal Permit		260.87	300.00
ACSA 2nd Lost Personal Permit		539.13	620.00
3rd Lost Personal Permit		No issue	No issue
Personal Permit Reprint		234.78	270.00
Personal Stolen Permit		234.78	270.00
Personal Permit Upgrade		234.78	270.00
1st Damaged Personal Permit		391.30	450.00
2nd Damaged Personal Permit		495.65	570.00

PRO-RATA LANDSIDE			
PERMIT TYPE	DURATION	PRICE EXCL.VAT	PRICE INCL.VAT @15%
Pro-Rata 1 Icon		60.87	70.00
Pro-Rata 2 Icons		78.26	90.00
Pro-Rata 3 Icons		95.65	110.00

VEHICLE: PERMANENT PERMITS			
PERMIT TYPE	DURATION	PRICE EXCL.VAT	PRICE INCL.VAT @15%
Permanent Airside Vehicle Permit	1 year	992.17	1,141.00
Airside Vehicle Permit Add-on fee	1 year	4,439.13	5,105.00

VEHICLE: TEMPORARY PERMITS			
PERMIT TYPE	DURATION	PRICE EXCL.VAT	PRICE INCL.VAT @15%
Airside Vehicle - Temporary Permit	1-3 months	260.87	300.00
Airside Vehicle Permit Add-on fee	1-3 months	1,262.61	1,452.00
Airside Vehicle - Temporary Permit	3-6 months	517.39	595.00
Airside Vehicle Permit Add-on fee	3-6 months	2,521.74	2,900.00
Airside Vehicle - Temporary Permit	1 day	120.00	138.00
Airside Vehicle - Temporary Permit	2 days	120.00	138.00
Airside Vehicle - Temporary Permit	3 days	120.00	138.00
Airside Vehicle - Temporary Permit	4-30 days	260.87	300.00

VEHICLE: PENALTIES: REPRINT / RE-ISSUE / LOST / DAMAGED PERMITS			
PERMIT TYPE		PRICE EXCL.VAT	PRICE INCL.VAT @15%
1st Lost Airside Vehicle Permit		1,050.43	1,208.00
2nd Lost Airside Vehicle Permit		1,200.00	1,380.00
3rd Lost Airside Vehicle Permit		No issue	No issue
Airside Vehicle Disc Reprint		120.00	138.00
Airside Vehicle Permit - Change of Vehicle Registration		120.00	138.00

CONTRACTORS VEHICLE PERMITS			
PERMIT TYPE	DURATION	PRICE EXCL.VAT	PRICE INCL.VAT @15%
Contractors Permanent Airside Vehicle Permit	1 year	1,717.39	1,975.00
Contractors Permanent Airside Vehicle Permit	1-3 months	452.17	520.00
Contractors Permanent Airside Vehicle Permit	4-6 months	900.00	1,035.00

PARKING PERMITS			
PERMIT TYPE		PRICE EXCL.VAT	PRICE INCL.VAT @15%
Staff Parking Permit		82.61	95.00
Taxi Parking Permit		82.61	95.00

PENALTIES			
PERMIT TYPE		PRICE EXCL.VAT	PRICE INCL.VAT @15%
Cancelled but Fail to Return Permits No Longer In Use		2,973.91	3,420.00
Failure to Cancel and Return Personal Permit not in use		4,956.52	5,700.00
Failure to Return Visitor's and Temporary Permits upon expiry		3,965.22	4,560.00

People restrictions, hours of work, conduct and records

Restrictions and hours of work will apply on some sites at CTIA including the aprons and high traffic movement areas. It is very important that the Contractor keeps records of his people working on the Affected Property, including those of his Subcontractors where applicable. The Service Manager shall have access to the records at any time. These records may be needed when assessing compensation events.

Health and safety facilities on the Affected Property

Contractor shall comply to all requirements stated in the tender including those stated in the Airside Safety Plan which is to be in place before any work can take place on airside. These requirements are in addition to those of the OHS Act. The Clinic is available in the Airport Terminal Building for use at own cost.

Emergency Preparedness

A contractor shall provide ACSA with an emergency plan and procedure which will include, but not limited to emergencies such as fire, bomb threat, civil unrest, medical treatment, environmental incidents, accidents to employees and other persons other than their employees.

Emergency procedure shall be communicated to employees and a proof of such training shall be kept on file for reference. A list of emergency contact numbers shall be conspicuously displayed on site for ease reference. An evacuation plan shall be displayed in strategic places.

A contractor shall provide ACSA Safety with a full record of any incidents which may occur on site.

Environmental controls, fauna & flora

See general environmental requirements referred to in section 3 above.

Cooperating with and obtaining acceptance of Others

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

- Assisting with emergency works
- Re-scheduling of work to accommodate other contractors
- Allowing access and providing assistance to OEM suppliers to correct defects on equipment and/or systems
- Checking on other contractors in order to reduce risk
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings

- Training of ACSA operators and/or technicians
- Providing of system data to ACSA or it's consultants
- Recommending improvement on maintenance procedures
- Co-operating with ACSA Security relating to security initiatives

Records of *Contractor's* Equipment

Service and Maintenance records of Contractors' vehicles and/ or equipment shall be made available on request by Service Manager.

Equipment provided by the *Employer*

N/A

Site services and facilities

Provided by the *Employer*

Employer shall if and when required provide a power supply point, water supply, domestic waste disposal (no hazardous waste) which the contractor will be required to pay for the installation and usage. Contractor will be shown nearest ablution facilities and will have to provide own fire protection systems. The Contractor shall provide at their own cost everything else necessary for providing the Service.

Provided by the *Contractor*

Contractor shall if and when required provide own storage containers, provide all lighting equipment required for the night and everything else necessary for Providing the Service. The Contractor will not be allowed to use two way radios at the Airport unless these radios are of the type as approved by the ACSA IT Department. All the services facilities shall be discontinued upon completion of the contract.

Control of noise, dust, water and waste

A contractor shall ensure that all employees exposed to excessive noise (equal or above 85 dB(A)) have undergone a baseline audiometric test prior commencement of construction work and SABS approved ear protection is provided and worn at all times. Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. At no time shall the Contractor allow any pollutant or toxic substance to be released into the air or storm water systems.

Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a licensed general or hazardous class landfill site. Under no circumstances shall solid or liquid waste be dumped illegally, buried or burnt. Contractors shall maintain a tidy, litter free environment at all times in their work area.

Hook ups to existing works

Contractor should always be mindful and accept that airport operation shall take first preference before maintenance work.

Tests and inspections**Description of tests and inspections**

Inspections shall be carried out by contractor on fencing infrastructure and the frequency thereof shall be weekly for Airside fencing and monthly for Landside Fencing. Records of these inspections shall be kept in the form of planned maintenance work orders to be issued by the maintenance manager or their representative. Records of the inspection shall be returned to the maintenance manager promptly.

Materials facilities and samples for tests and inspections

Copies of the Material Safety Data Sheet for chemicals used or chemicals brought to site by the contractor should always be available on the Safety File or in the vicinity of the chemical storage areas or vehicle transporting the chemicals.

List of drawings

Drawings issued by the *Employer*

This is not applicable to this contract.

Drawing number	Revision	Title

PART C4: SITE INFORMATION

