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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

PROJECT NAME AND NUMBER: WASTE MANAGEMENT CONTRACT CIA RFQ 71988

TITLE OF PROJECT: 6 MONTHS CONTRACT FOR WASTE MANAGEMENT SERVICES AT CTIA

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

for

Contents:

No of pages

Part C1 Agreements & Contract Data

Part C2 Pricing Data

Part C3 Employer Service Information

Part C4 Site Information

PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, wishes to enter into a contract for **Waste Management Services**.

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 (**INCLUDING OF VAT and CPI**) is R

(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,	
Cape Town International Airport	

Name and signature of witness	
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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:	A: Priced contract with price list
	dispute resolution Option:	W1: Dispute resolution procedure
	and secondary Options:	X1 Price Adjustment for inflation
		X2 Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		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	Cape Town International Airport
10.1	The <i>Service Manager</i> is:	Gareth Muedi
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	Waste Management Services as set out in Part C3 Service Information.
11.2(14)	The following matters will be included in the Risk Register	OHS Act, Environmental Act and New Construction Regulation compliance
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	14 calendar days from Contract Date
2	The Contractor's responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	
30.2	The <i>Service Period</i> is	6 months from the <i>starting date</i>
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	4 weeks
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 organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	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 Additional conditions of Z1 – Z19 contract 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 *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00
- Z7.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

Z8 Cession, delegation and assignment

- Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

Z9 Joint and several liability

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

Z10 Ethics

Z10.1 The *Contractor* undertakes:

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

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

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

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

Z11 Confidentiality

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

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

Z11.3 This undertaking shall not apply to –

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

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

- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 *Employer's Step-in rights*

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

Z13 *Liens and Encumbrances*

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

Z14 *Intellectual Property*

- Z14.1** Intellectual Property ("IP") rights 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 reyneke@duma.nokwe.co.za
Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 emeka@gosiame.co.za

Z15.2 Appointment of the Arbitrator

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

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
		Travelling public and ACSA stakeholders
		Delay in supply of material and/or equipment

PART C1: AGREEMENTS AND CONTRACT DATA**C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT****OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

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

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: ACSA INSURANCE CLAUSES

INSURANCE CLAUSES FOR CAPEX PROJECTS

For the OPEX maintenance contracts, the contractor is responsible only for the following

Deductible of R25 000, in the event of a claim against the contractor for damage to 3rd party property

Deductible of R250 000, in the event of a claim against the contractor for damage to an aeroplane.

These clauses on deductibles should form part of the contract.

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

The insurance clauses in this document should be extracted and attached to tender documents and to contracts.

SECTION A: DEFINITIONS

Landside refers to:

- Areas of the airport before the security points, and
- The restricted area beyond the security points but, within the perimeter of gatehouses, passenger terminals and cargo buildings

Airside refers to:

- The Apron / manoeuvring areas
- Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo building.

SECTION B: INSURANCE CLAUSES

1. Insurance requirements for contracts with a value **below R50million** on the **LANDSIDE**

1.1 Contract Works

- With regards to contract works claims, the contractor/consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

1.2 Public Liability

- In the event of a claim against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000
- In the event of a claim against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

1.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for Professional Indemnity cover of R5million
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5m.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

2. Insurance requirements for contracts **below R50million on the AIRSIDE**

2.1 Contract Works

- With regards to contract works claims, the contractor / consultant is responsible for a deductible (excess) of R250 000.
- Contractors / consultants may re-insure the deductible

2.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R525 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- In the event of a claim brought against the contractor / consultant for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R750 000
- Contractors / consultants may re-insure the deductibles

2.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R5million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R5million.
- In the event of a claim above R5million, the ACSA PI cover will kick in for the amount in excess of R5million.
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

3. Insurance requirements for contracts with a value **above R50 million on the LANDSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

3.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks – R300 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

3.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R275 000

- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R500 000
- Contractors / consultants may re-insure the deductibles

3.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

4. Insurance requirements for contracts with a value above **R50 million on the AIRSIDE**

- Contracts with a value of more R50 million are not automatically covered under the construction policies. A separate quote is provided by insurers per contract.

4.1 Contract Works

With regards to contract works claims, the contractor / consultant is responsible for the following deductibles:

- All Civil Work and Earthworks excluding Runways – R300 000 deductible (excess)
- Runway Rehabilitation – R300 000 deductible (excess)
- New Runway Construction – R700 000 deductible (excess)
- All other claims – R300 000 deductible (excess)
- Other property insured – R700 000 deductible (excess)
- Contractors / consultants may re-insure the deductibles

4.2 Public Liability

- In the event of a claim brought against the contractor / consultant for 3rd party property damage the contractor / consultant will be responsible for a deductible (excess) of R1 025 000
- In the event of a claim brought against the contractor / consultant for removal of lateral support, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- In the event of a claim for damage to aircraft, the contractor / consultant will be responsible for a deductible (excess) of R1 250 000
- Contractors / consultants may re-insure the deductibles

4.3 Professional Indemnity

- All consultants are responsible for Professional Indemnity cover of R10million
- Contractors who have a material design element, excluding typical P & G related work, as part of their scope, are responsible for a Professional Indemnity cover of R10million
- In the event of a claim above R10million, the ACSA PI cover will kick in for the amount in excess of R10m
- Proof of cover in the form of a certificate of insurance should be provided to ACSA before a contract is signed between ACSA and the contractor and/or consultant.

PART C2: PRICING DATA

Refer attachment 4 MS excel spreadsheet

C2.1 Pricing Assumptions

It should be noted that:

the required labour resources and skills for this contract is not prescribed in detail and will not be a measurable in calculating the monthly contract fee. The Contractor is fully responsible to ensure that labour resources remain adequate in order to maintain required service levels and system performance levels as prescribed in the annexes. Only in the event where ACSA prescribes certain additions to the labour force (over and above to what is already prescribed), will that particular labour resource be included as a measurable item in the Activity Schedule.

the prices per activity are based on the total “package” and should one activity be removed from the contract scope the other prices will be reviewed by the Contractor as well.

the Contractor to pay for own parking fees, if the Contractor’s staff are utilising the ACSA public parking.

the contract to provide own computers and administration material required to operate during the duration of this contract.

the Contractor to pay for own office rental fees, if the Contractor’s staff are utilising the ACSA office areas.

C2.2 The Price List

PART 3: SERVICE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page <i>Employer's Service Information</i>	1
	Total number of pages	

PART C3: EMPLOYER'S SERVICE INFORMATION

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Description of the service

Executive overview

Waste Plan Western Cape has been appointed as the Principal Contractor/Maintenance contractor to provide the waste management services at Airports Company South Africa, Cape Town International Airport.

Employer's requirements for the service

Maintenance Activities / Scope of Services:

The Service Provider shall provide services in the following areas:

- Waste collection, classification, sorting, bailing, removal, disposal of waste at an appropriate landfill site.

In addition, CTIA is also committed to the reduction of pollution resulting from its activities as well as improving its environment performance through adopting and implementing sustainability principles.

Overview of the Scope of Work

The following types of waste are generated by CTIA:

- General Waste: Includes wet waste (e.g. food from kitchens), liquid waste (e.g. waste from cleaning of grease traps from the restaurants), dry waste (solids from terminal and offices) etc.
- Hazardous Waste: Fluorescent tubes, gallery waste, oily rags, solvents and paint containers, used oils and cans, used spill sorbs, miscellaneous e- waste, medical waste etc.
- Recyclables: Office paper, cardboard, plastic PET bottles, HD bottles and LD plastic, cans, glass bottles, food waste, fluorescent bulbs etc.

Waste is generated in the following areas, where services will be required:

- Terminal buildings, Oval Office Park, MSP and all landside parking areas, Airport landside area, Cargo, Airside, ACSA Maintenance areas and ATNS

Invoicing:

Invoice detailing costs for each satellite area must be provided. Detail will be discussed with successful bidder

Documentation that will become required by successful bidder later (if awarded):

•Disposal Sites permits / licenses

Permits/Licences or exemptions issued by Department of Environmental Affairs for all disposal sites utilised. This includes landfills, incinerators, recyclers, transfer stations. A lack of permits/licenses will result in the proposal being disqualified.

The successful bidder will be required to notify ACSA of all waste disposal sites to which the waste is being transported to and disposed of. The Contractor must notify ACSA in writing within

30 days of any changes to these sites. ACSA must approve the sites before being transported and disposed of at the respective sites.

Where the successful bidder intends to delist and dispose hazardous waste at a general waste or other site that accepts waste of lower hazard rating than the waste stream, that delisting is obtained and approval from DEA obtained.

Waste Reports

Reports are submitted within the first seven days of the new month. The monthly report must include:

Waste volumes (in kilograms), waste categories and classes, recyclable volumes (in kilograms), landfill site used, non-compliance issues, landfill site register, on-site access control register
The report must be in a user friendly and compatible format (electronic and hardcopy) and the framework will be discussed in detail with the appointed service provider

Signed copies of Waste Manifest Documents (signed by generator, transporter and disposal site) must be attached to the report. Waste Manifests must be provided for all waste streams and must be in line with requirements of National Waste Management Act, Act 59 of 2008.

Safe disposal certificates to be attached to the report.

Weighbills: Where waste receptacles are transported directly to the disposal site (i.e. where waste has not been combined with waste from other companies), weighbills shall be issued by the Waste Disposal site or treatment facility. These shall be submitted to ACSA (CTIA) with the corresponding Waste Manifest Document.

Personal Protective Clothing:

The waste removal contractor will supply all on-site personnel labours with the necessary PPE and a uniform, with the company logo, which is aesthetically pleasing and ensures all employees are easily identifiable. The successful tenderer will be required to submit relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements. The safety file will be approved by the Safety Manager.

Equipment:

All equipment as described above must be provided for. These must be kept clean and in good condition. A maintenance schedule must be submitted together with this proposal.

Incidents and Safety Requirements:

- All safety incidents must be reported to the Safety Manager.
- All environmental incidents must be reported to the Environmental Manager.
- Records of the above must be kept on site at all times.
- The appointed contractor will have an onsite emergency response plan to deal with various emergencies (including, but not limited to: spills and pollution, flood, vehicle / machinery fires, bombs, industrial action /unrest etc.) that will be documented and available on site, tested annually, with proof of testing, out brief, learnings documented and available.
- Access to the Waste Recycling Facility to be controlled at all times. No unauthorised persons shall be allowed to enter / make use of the site without ACSA approval.

Inspections and audits

- ACSA has a right to inspect and audit the facilities of the service provider at all times
- Corrective measures must be taken at the cost of the service provider to address the non-compliances.
- The service provider is also required to inspect its own facilities (daily) and provide proof when required.
- The service provider is to dispose of waste that cannot be reduced, reused, recycled, at a permitted landfill facility.
- The service provider is to audit the landfill operator and his recycling agent(s) to ensure compliance with their permits and legislation.
- Scales will need to be maintained according to manufacturer specifications, with calibration conducted as per requirements, and available on site.
- The service provider must provide a list of personnel appointed in terms of Occupational Health and Safety Act as well as those appointed to oversee environmental compliance.
- The contractor is to provide ACSA with a Waste Operational and Maintenance Plan for submission to the National Environmental Authorities as per the National Environmental management: Waste act of 2008 and ACSA's Waste License.
- The Department of Agriculture will be conducting scheduled Audits and the contractor is to ensure compliance as per outcome of these audits.
- The contractor is to ensure that they implement an Environmental Management System aligned with ISO14001:2015.

Emergency and spill response plan

- Successful tenderer to submit a spill and emergency response plan.
- Adequate spill and pollution clean-up materials must be available on site at all times, and staff must be appropriately trained to conduct clean-ups. Such training material must be available on site at all times.

Deliverables:

- Monthly report together with waste management statistics of all waste mass (kg), for all classes of waste processed, along with all the documentation mentioned above. This shall include proof of equipment maintenance and calibration.
- ACSA requires proof of safe disposal each month (certificates of safe disposal) for all hazardous waste loads taken off site, as well as waste manifest documents for all general waste and recycling slips for recycled material.
- Annual reports, times four. Annual reports must show annual trends in waste management. A report framework will be finalised once the service provider has been appointed. The report must be in a format that is user friendly, i.e. compatible with ACSA's IT programmes.
- Final integrated report at the end of the fourth month.
- All reports to be submitted in an electronic format as well as a hard copy.

AREA

SCOPE OF WORKS

LANDSIDE

- MSP
- Car rentals • Provide new colour coded wheelie bins for designated areas, for the collection of waste and provide labour to maintain good housekeeping standards in these areas.
- Provide labour for collection of waste from all areas including MSP, and other areas
- Satellite areas
- Cargo
- Oval Office Park • Provide new colour coded wheelie bins for designated areas, for the collection of waste and provide labour to maintain good housekeeping standards in these areas as well as collect waste receptacles from satellite areas.
- Full wheelie bins must be taken from satellite areas by vehicle and must be conveyed to the central waste sorting facility for separation at a regular frequency by the contractor to ensure good housekeeping standards are maintained at all times.

TERMINAL

- Retail
- Commercial areas, and
- Food outlets
- Satellite areas have been provided on the Northern and Southern end of the terminal building in the courtyard areas. Tenants will convey their own waste to these areas.
- Labour must be provided for collection of waste from all retail/commercial areas
 - Provide new colour coded wheelie bins for designated areas, for the collection of waste and provide labour to maintain good housekeeping standards in these areas as well as collect waste receptacles from food outlets/retail/ commercial areas.
- Full wheelie bins must be taken from satellite areas by vehicle and conveyed to the central waste sorting facility for separation at a regular frequency by the contractor and to ensure good housekeeping standards are maintained in these areas labour must be provided.
- Wheelie bins provided to the retail outlets to be cleaned and sanitised daily.
- Provide red colour coded wheelie bins for designated areas, for the collection of fat trap waste and provide labour to maintain good housekeeping standards in these areas as well as collect waste receptacles from food outlets/retail/commercial areas.

CENTRAL WASTE SORTING FACILITY (FOXTROT 3)

The total floor area of the terminal sorting facility is 400m2,

Provide the following equipment:

- Sorting table
- Bailing machine
- Waste compactor with bin lifter
- Weigh scale to weigh waste;
- containers for recyclables
- Housekeeping and equipment cleanliness is of strategic importance.
- Updating of Master Signage at entrance to Central Waste Sorting Facility.
- Facility for storing, managing, transporting, disposal of fluorescent bulbs and medical waste.

Services

Provide labour to perform the following activities:

- Separate and sort waste accordingly into various classes of waste for recycling, or disposal.
- Ensuring waste is recycled and diverted from landfill as far as possible (aside from the usual glass, paper, plastic, metal, homes must be found for the likes of fluorescent bulbs, electronic waste, food waste, for recycling).
- Bailing of recyclables and loading into designated containers.
- Maintaining adequate stock of clean wheelie bins for rotation to all Landside and Terminal satellite areas
- Compacting of waste for landfill disposal
- Cleaning of all equipment and wheelie bins
- Maintain and ensure good housekeeping standards are maintained.
- Daily operational reports to be submitted to the Service Manager at the end of the shift
- Monitor and control access/egress to the waste facility by means of an access register.
- Clearing out of (slop) tank as required for all wastewater generated from hazardous waste section of central waste sorting facility and proof of safe disposal.
- Provision for miscellaneous medical waste entering waste stream from the public.
- Provision for miscellaneous recycling and disposal of electronic waste, used spill sorb, building rubble.

AIRSIDE

- Apron Area
- Office Areas
- Workshops and Maintenance Area
- Fire Station
- Co-ordinate the collection of wheelie bins from identified areas on a rotational basis with a dedicated vehicle and transport to the central waste sorting facility.
- Provide labour and vehicle for collection of waste and maintenance of all general areas on the airside
- Provide colour coded wheelie bins for waste removal from all areas (along airside corridor)

- FOD bins must be emptied and itemised with daily reports sent to the Environmental Manager (including photographs)
- Provide the following equipment for hazardous waste at the ACSA maintenance building:
 - i) Oily Rags
A labelled 210lt metal drum must be provided for storage of oily rags at the workshop. Oily rags are to be placed in the 210lt drum by workshop staff. Once full a replacement drum must be provided and the full drum be disposed of at an appropriate landfill site. Certificates of safe disposal must be provided for each disposal.
 - ii) Solvents/Paints
A labelled 210lt metal drum must be provided for storage of waste solvents and thinners at the workshop. Waste solvents and paints are to be emptied into the 210lt drum by workshop staff. Once full a replacement drum must be provided and the full drum be disposed of at an appropriate landfill site. Certificates of safe disposal will be provided for each disposal.
 - iii) Fluorescent Tubes
Suitable equipment for storage of fluorescent bulbs, to be collected by the waste contractor on demand.
 - iv) Uncrushable material drum of 210lt must be provided.
 - v) Fire Station: Spill absorbent material used for clearing fuel and hydraulic spills needs to be collected from the Fire Station and disposed of accordingly.

GALLEY WASTE

- Provide colour coded wheelie bins for the disposal of galley waste. Galley waste bins must be washed off-site with lime.
- Galley waste from international aircrafts must be disposed of at an appropriate landfill site and be treated with lime to prevent any potential health risks.
- Waste must be removed daily to the landfill site and waste manifests and Certificates of Safe Disposal must be submitted to the Environmental Manager.
- Galley waste storage facility must be washed with lime.

Service Levels and Penalties

SERVICE CATEGORY	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	TARGET	PENALTIES
Response Time	Consistent of non-compliance	Contracted response times on more than three occasions within a	100% for all call-outs shall be responded to within 15 minutes.	R5 000.00 (five thousand rand)

		30-day period will result in a penalty	For afterhours, be responded to within 45 minutes.	
		For each non-compliance after the third offence until the specific service level is achieved.		R5 000.00 (five thousand rand)
Defects	Where a call-out cannot be completed within 24 hours for a particular reason or leaving the call incomplete for another day or shift.	50% (unless a special arrangement is made with the service manager in writing)	50%	
Safety/Environmental infringement	An infringement which impacts health, safety and the environment.	An infringement which impacts health, safety or the environment will result in a penalty against the service provider. Penalties will be raised per incident.		R5 000.00 (five thousand rand) per incident
Housekeeping infringement	An infringement which impacts ACSA property.	For each incident or infringement, a penalty will be raised.		R2 000.00 (two thousand rand) per incident

Conformance Report

In the event of any irregularity concerning contractor performance the report attached in the following page will be completed by an ACSA representative and signed by the respective contractor's representative.

The NCR process below can also be used for all infringements including technical and non-adherence to SLAs. The Non-conformance will be valid for 3 months from date of issue.

Contractor name			
Contractor/Service description			
Contract number		Reference document	
Number of non-conformances already issued against the contractor			
Location of Non-conformance			
Description of Non-conformance:			
ACSA Representative's Department			
ACSA Representative Name	Signature	Date	Response date required
ACSA Representative's Email Address	Telephone	Cell	Facsimile
CONTRACTOR'S REPRESENTATIVE: Acknowledgement of understanding of above Non Conformance			
Recipient/Reps Name	Signature	Title	Date
Email Address	Telephone	Cell	Facsimile
Contractor's Response:			
(A) Cause	(B) Immediate Corrective Action	(C) Action to Prevent Recurrence	
(D) Corrective Action Implementation Date:		(E) Preventing Recurrence Implementation Date:	
Recipient /Reps Name	Signature	Title	Date
ACSA Representative: Evaluation of Proposed Corrective Action Accepted Rejected			
Comments			
Name	Signature	Title	Date
CONTRACTOR REPRESENTATIVE: Corrective Action Implemented to ACSA and contract requirements			

Recipient/Reps Name	Signature	Title	Date Implemented
ACSA Representative: Follow up and close out		Accepted	Rejected
Comments			
Name	Signature	Title	Date

NON CONFORMANCE REPORT (NCR) PROCESS

- 1 The ACSA representative notices any irregularity concerning contractor performance, quality, deviation From contract, etc. and fills out this form.
- 2 The ACSA representative completes the first part of the form and issues it directly to the Contractor's representative.
- 3 The Contractor's representative signs acceptance and understanding of the NCR.
- 4 The ACSA representative gives a copy of this signed NCR to the M&E manager's office for filling and noting.
- 5 The Contractor's representative informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
- 6 The Contractor's representative submits the response e-mail / fax to the ACSA representative for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
- 7 The ACSA representative informs the Contractor's representative of the result of the evaluation, by responding via e-mail / fax.
- 8 Note: If the response is not adequate, the Contractor's representative must resubmit a solution.
- 9 Upon completion of the corrective action and verification thereof, the Contractor's representative then informs the ACSA representative by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
- 10 The ACSA representative's relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.
- 11 The ACSA representative returns the concluding results to the Contractor's representative via e-mail / fax.
- 12 If the original situation still exists, and the NCR cannot be closed out, the ACSA representative or relevant personnel raises a new NCR, and the same procedure as above is repeated.
- 13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the contractors' corrective action by ACSA may lead to cancellation of the contract.
- 14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the adjudication of subsequent tenders to a contractor.

Note: All parties shall ensure that no delays are caused in the above chain of events.
The shaded areas are to be completed by the Contractor's representative

Evaluation

Contractors will be evaluated on the following:

Safety & Housekeeping	Safety warning sign in place
	Isolation / cordon / barricading off area
	Apology sign in place
Security	ID card always clearly visible
	Clear sign of the name of company
	Low worker turn over
Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Keep agreed spares available
	Daily inspection of terminal buildings
	Competence of staff
Finance	Quotes submitted within specific timeframe
	Invoices submitted to finance department on time and with correct order numbers.
	Cost control and efficiency improvements
Uniforms	To be properly dressed in overalls with company name on the back for identification
Quality of workmanship	Work to be done according to correct engineering practices and standards.
	Workmanship to be of a good quality
Submission of safety documents on monthly basis	Adhering to OHS Act

Identification of Contractors On-Site

It is expected that contractors wear visible company uniform when entering the premises as a form of identification.

Identification cards will also be issued to contractor respectively. These cards are to be used to identify all M&E contractors on site and they will have ACSA Logo with contractor's details. Every contractor appointed by M&E should have this card at all times when on site.

Interpretation and terminology

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
SOB	Southern Office Block

Management strategy and start up.

The *Contractor's* plan for the service

The contractor to develop a work plan in line with the broad outline of the service and how to ensure that the service will be provided with quality and expected standard as outlined in the scope of work.

Management meetings

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor will be expected to attend meetings relating to maintenance, operations, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings. The Contractor shall not submit claims for payment for staff attending any of these meetings. There will be minutes kept for this meeting for record purposes.

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	SOB, First Floor	Employer and Contractor
Overall contract progress and feedback	Monthly	SOB, First Floor	<i>Employer and Contractor</i>

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

There will be minutes kept for these meetings for record purposes.

Contractor's management, supervision and key people

The contractor to include organogram of management, supervision and key people.

Provision of bonds and guarantees

None

Documentation control

The Contractor will submit maintenance and inspection reports after each service. All contractual Communications will be in the form of properly compiled letters or forms attached to emails and not as a message in the email itself.

Invoicing and payment

The contractor will submit financial statement on monthly basis.

On the last day of each, the Service Provider shall deliver original invoices to the Company in respect of the Services. The invoice must contain the following minimum information and/or be substantiated by the following documentation:

- Amount due in respect of VAT;
- The Service Provider's VAT registration number;
- Such additional information and/or documentation as the Company may reasonably require from time to time;

Payment will take place within 20 (twenty) Business Days after receipt by the Company of a duly prepared original invoice.

All payments shall be made by electronic transfer into the Service Provider's bank account, initially being the account set out in Annexure A (Contract Data) hereto.

The Company may set off any amounts due and payable from the Service Provider pursuant to the terms of this Agreement against any amounts payable by the Company to the Service Provider on any invoice. If the amounts payable by the Service Provider to the Company exceed the amounts payable by the Company to the Service Provider pursuant to an outstanding invoice under this

Agreement, then, at the Company's option, the Service Provider shall either issue a credit note for The net amount which the Company may set off against any other invoices rendered by the Service Provider, or promptly pay the amount to the Company.

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:

The Service Manager

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;
(add other as required)

Add procedures for invoice submission and payment (e. g. electronic payment instructions)

Contract change management

N/A

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

The Contractor is required to keep all financial records issued.

Insurance provided by the *Employer*

N/A

Training workshops and technology transfer

The contractor will provide necessary job training workshops when required.

Design and supply of Equipment

None

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

Equipment

None

Information and other things

None

Management of work done by Task Order

The contractor may not utilise roistered maintenance staff for any other work than that as specifically required under this Contract. This implies that staff dedicated to this contract will not be utilised 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 ACSA benefit by the arrangement.

Health and safety, the environment and quality assurance

Health and safety risk management

The Service Provider shall:

Comply with all the Company's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the Occupational Health and Safety Act No. 85 of 1993; and

Use reasonable efforts to ensure that the provision of the Services at the Company's premises does not cause any unnecessary obstruction so as to avoid danger to these persons.

The Service Provider shall consider itself "the Company" for the purposes of the legislation referred to in clause **Error! Reference source not found.** and shall not consider itself under the supervision or management of the Company with regard to compliance with this legislation.

The Service Provider shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.

Safety Check List for Contractors –
As Per ACSA Contractors OHS Act requirements

Contractor:

Contract: Waste Management Services at CTIA

Duration of Contract: 6 months

No	Item	Received	Accepted
1.	Letter of Good Standing.		
2.	Notification of Construction Work		
3.	Mandatory Form – 37(2) Agreement between ACSA and Contractor		To be signed accordingly
3.1	Mandatory Agreements – Between Principal and sub-contractors		To be kept in SHE file
4.	Letters of Appointments 16.2 – Assistant CEO – OHS Act CR 8.1 Construction Manager CR 8.7 Construction Supervisor CR 9(1) Risk Assessor GAR9(2) Incident Investigator ALL OTHER RELEVANT APPOINTMENT LETTERS TO BE KEPT IN SHE FILE		All appointment letters to list the job specifications of each appointee and to be signed by both the appointer and appointee.
5.	OHS Specification		To be signed accordingly and return a copy of last two pages to ACSA
6.	Health and Safety Plan		
	Risk Assessment		
	SWP/SOP		
7	ACSA Baseline Risk Assessment + Risk Matrix		To be kept in SHE file

8	Medical proof of ALL employee's physical and psychological fitness to work ON SITE		
9	Airside Safety Plan		
10	Safety Statement Policy		
11	Lifting Equipment Operator's Competency Certificates		
12	Environmental Method Statement – Environment Terms and Conditions Permit Signed		To be signed accordingly and return a copy of the Terms and Conditions to ACSA

ACSA accepts that the above HSE documents have been submitted, but this does not imply that ACSA will accept any liability for any omissions on the contractor's behalf.

Environmental constraints and management

A Contractor is to have a valid permit to access all areas of work based on request.

Quality assurance requirements

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

Procurement

No work should be executed without a Purchase Order.

People

Minimum requirements of people employed

It is noted that ACSA do not list the formal qualifications required under this contract. It will always remain the Tenderer's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in roistering staff.

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

BBBEE and preferencing scheme

N/A

Subcontracting**Preferred subcontractors**

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

Requirements when Subcontracting

Please be specific when subcontracting of the following:

The name of the subcontractor

What tasks are they subcontracted for.

Please also attach CV's under human resources of the personnel the subcontractor will deploy to perform those tasks for this Maintenance Contract.

Compliance with ACSA SHE requirements

Subcontract documentation, and assessment of subcontract tenders

Subcontractors are entirely the Main contractor's responsibility

Limitations on subcontracting

N/A

Attendance on subcontractors

N/A

Plant and Materials**Specifications**

All new material should be replaced with original OEM prescribed parts and the quality should be in accordance with SABS, SANS, ANSI standards.

Correction of defects

It is a contractor's responsibility to make sure that all repaired materials or parts returns to its original appearance after being fixed and conforms with OHSA.

Contractor's procurement of Plant and Materials

The Contractor will respect OEM 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.

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

The Contractor must adhere to all airport requirements regarding fire, health and safety when procuring replacement parts and/or other equipment or spares.

Tests and inspections before delivery

N/A

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

N/A

Working on the Affected Property

The Contractor to work to work in a safe manner at all times.

Staff must be suitably qualified and experienced for the duties expected of them.

The Contractor shall have all Tools and Equipment readily available.

Adherence to OSH Act.

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

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 Activity Schedule 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.

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

People restrictions, hours of work, conduct and records

Normal airport operational hours shall be from 07h30 - 17h00

Health and safety facilities on the Affected Property

The Service Provide shall:

Comply with all the Company's safety, health and security policies and any applicable safety laws and regulations, including, but not limited to, the Occupational Health and Safety Act No. 85 of 1993; and

Use reasonable efforts to ensure that the provision of the Services at the Company's premises does not cause any unnecessary obstruction so as to avoid danger to these persons.

The Service Provider shall consider itself "the Company" for the purposes of the legislation referred to in clause **Error! Reference source not found.** and shall not consider itself under the supervision or management of the Company with regard to compliance with this legislation.

The Service Provider shall ensure that all statutory appointments are made and that all appointees fully understand their responsibilities and are trained and competent to execute their duties.

Environmental controls, fauna & flora

N/A

Cooperating with and obtaining acceptance of Others

N/A

Records of Contractor's Equipment

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

Equipment provided by the Employer

N/A

Site services and facilities

Provided by the *Employer*

The Employer does not provide any tools and/or equipment necessary for the execution of the works.

The Employer will provide a space for the Contractor at a certain rate that will be determined by ACSA. The contractor is liable for the payment.

Provided by the *Contractor*

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any exclusion to the above should be listed with the lead-time required to deliver same to site. The Contractor should provide their own transport to and from the airport and is also responsible for the cost of their parking for the servicing duration at the airport. These equipment and vehicles remain the property of the Contractor.

The Contractor to store cleaning materials and equipment neatly and keep storage in a good and acceptable condition.

Control of noise, dust, water and waste

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 palliative 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.
- cause a fire or safety hazard.

Hook ups to existing works

Prior permission to be obtained from the relevant ACSA Maintenance Department prior to the installation of any equipment to locate and protect existing services.

Tests and inspections

Description of tests and inspections

Contractor to conduct regular site inspection relating to their scope of work and provide weekly, daily and monthly reports on various waste streams

Materials facilities and samples for tests and inspections

Contractor to conduct regular site inspection relating to their scope of work and provide a monthly report.

List of drawings

Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Not Applicable

Drawing number	Revision	Title

PART C4: SITE INFORMATION

Not Applicable