



AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NUMBER:

TITLE OF PROJECT: SUPPLY AND DELIVERY OF BALER FOR CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA).

NEC 3: SUPPLY CONTRACT (SC)

Between	<p>AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED</p> <p>Applicable to Chief Dawid Stuurman International Airport (CDSIA)</p> <p>(Registration Number: 1993/004149/30)</p>
And	<p>Name of Service Provider:</p> <p>(Registration Number: _____)</p>
For	<p>SUPPLY AND DELIVERY OF BALER FOR CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA).</p>
Contents:	
Part C1	Agreements & Contract Data
Part C2	Pricing Data
Part C3	Employer's Service Information
Part C4	Site Information

PART C1: AGREEMENT AND CONTRACT DATA

C1.2 Form of Offer and Acceptance

OFFER

<p>The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract for the procurement of:</p> <p>SUPPLY AND DELIVERY OF BALER FOR CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA).</p>
<p>The tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.</p>
<p>The tenderer, identified in the Offer signature block, has examined the contract as listed in the Acceptance section and agreed to provide this Offer.</p>
<p>By the representative of the tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the Supplier 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.</p>
<p>THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:</p> <p>(in words) Rands;</p> <p>R including VAT (in figures)</p>
<p>THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE</p>
<p>This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the Supplier in the <i>conditions of contract</i> identified in the Contract Data.</p> <p>for the Supplier</p> <p>Signature Date</p> <p>Name Capacity</p> <p>(Name and address of organisation)</p> <p>.....</p> <p>Name and signature of witness</p>

This offer may be accepted by the Purchaser 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 Supplier in the conditions of contract identified in the contract data.

Acceptance

By signing this part of this form of offer and acceptance, the Purchaser identified below accepts the Supplier's offer. In consideration thereof, the Purchaser shall pay the Supplier the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Supplier's offer shall form an agreement between the Purchaser and the Supplier 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: Goods 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 Purchaser 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 **Supplier** 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.

Unless the tenderer (now Supplier) within five working days of the date of such receipt notifies the **Purchaser** 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 Purchaser

Signature	Date
Name	Capacity

Airports Company South Africa
Chief Dawid Stuurman International Airport
 Allister Miller Drive
 Walmer
 Private Bag X109
 Gqebera
 6001

Name and signature of witness

Part C1.3a: Agreements and Contract Data

Part one – Data provided by the *Purchaser*

		Completion of the data in full, according to the Options chosen, is essential to create a complete contract.
Statements given in all contracts		
1 General		<ul style="list-style-type: none"> The <i>conditions of contract</i> are the core clauses and the clauses for Options: <ul style="list-style-type: none"> X1 Price Adjustment for Inflation X2 Changes in the law X17 Low Performance Damages X 20 Key Performance Indicators Z Additional conditions of contract
2 The Parties main responsibilities		<p>of the NEC3 Supply Contract April 2013.</p> <ul style="list-style-type: none"> The <i>goods</i> are: SUPPLY AND DELIVERY OF BALER FOR CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA). The <i>services</i> are: SUPPLY AND DELIVERY OF BALER FOR CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA). The <i>Purchaser</i> is: Airports Company South Africa SOC, Chief Dawid Stuurman International Airport Address: Chief Dawid Stuurman International Airport Allister Miller Drive, Walmer Private Bag X109 Gqeberha 6001 The Supply Manager is: Zuzokuhle Mbanjwa The <i>Adjudicator</i> is: THE PERSON APPOINTED JOINTLY BY THE PARTIES FROM THE LIST OF ADJUDICATORS. The Goods Information is in: PART C3 The Supply Requirements as part of the Goods Information is in: : PART C3 The <i>language of this contract</i> is: ENGLISH The <i>law of the contract</i> is the law of: THE REPUBLIC OF SOUTH AFRICA The <i>period for reply</i> is: 7 CALENDAR DAYS. The <i>Adjudicator nominating body</i> is: THE CURRENT CHAIRMAN OF THE JOHANNESBURG ADVOCATE’S BAR COUNCIL The <i>tribunal</i> is: ARBITRATION
3 Time		<ul style="list-style-type: none"> The <i>starting date</i> is: Upon signing of the contract by ACSA

		<ul style="list-style-type: none"> • The <i>Supplier</i> to submit revised programmes at intervals no longer than two weeks.
4 Testing and Defects		<ul style="list-style-type: none"> • The <i>defects date</i> is: 52 weeks after Delivery. • The <i>defect correction period</i> is two weeks.
5 Payment		<ul style="list-style-type: none"> • The <i>currency of this contract</i> is the: ZAR • The <i>assessment interval</i> is: 4 weeks (not more than five).
8 Risks, liabilities, indemnities and insurance		<ul style="list-style-type: none"> • The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i>, plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is: REFER TO PART C1.3 • The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is REFER TO PART C1.3 • The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss including loss of profit, revenue and goodwill is limited to . . . NIL – NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL OR INDIRECT LOSS • For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to Total of the losses incurred and/or repairs to the damages caused • The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to Total of the losses incurred and/or repairs to the damages caused <p>The <i>Supplier's</i> total liability to the <i>Purchaser</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:</p> <p>THE CONTRACTOR'S TOTAL DIRECT LIABILITY TO THE EMPLOYER FOR ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT, OTHER THAN THE EXCLUDED MATTERS, IS LIMITED TO THE TOTAL OF THE LOSSES INCURRED AND/OR DAMAGES CAUSED AND APPLIES IN CONTRACT, TORT OR DELICT AND OTHERWISE TO THE EXTENT ALLOWED UNDER THE LAW OF THE CONTRACT.</p> <p>THE EXCLUDED MATTERS ARE AMOUNTS PAYABLE BY THE CONTRACTOR AS STATED IN THIS CONTRACT FOR:</p> <ul style="list-style-type: none"> - LOSS OF OR DAMAGE TO THE EMPLOYER'S PROPERTY, - DELAY DAMAGES, - DEFECTS LIABILITY, - INSURANCE LIABILITY TO THE EXTENT OF THE CONTRACTOR'S RISKS - LOSS OF OR DAMAGE TO PROPERTY (OTHER THAN THE WORKS, PLANT AND MATERIALS), - DEATH OF OR INJURY TO A PERSON; - DAMAGE TO THIRD PARTY PROPERTY; AND <p>INFRINGEMENT OF AN INTELLECTUAL PROPERTY RIGHT</p> <ul style="list-style-type: none"> • The <i>end of liability date</i> is: The date on which the liability in question prescribes in accordance with the Prescription Act No. 68 of 1969 (as amended or in terms of any replacement legislation) for any other matter.

<p>Optional statements</p>	<p>If the <i>tribunal</i> is arbitration</p> <ul style="list-style-type: none"> • The <i>arbitration procedure</i> 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) • The place where arbitration is to be held is JOHANNESBURG • The person or organisation who will choose an arbitrator <ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator is THE CHAIRMAN OF THE JOHANNESBURG ADVOCATES BAR COUNCIL <p>If the Purchaser is to state the <i>delivery date</i> of the goods and services</p> <ul style="list-style-type: none"> • The <i>delivery date</i> of the goods and services is: TBC Upon Award <p>If no programme is identified in part two of the Contract Data</p> <ul style="list-style-type: none"> • The <i>Supplier</i> is to submit a first programme for acceptance within Two weeks of the Contract Date. <p>If the <i>Supplier</i> is not to bring the goods to the Delivery Place more than one week before the Delivery Date</p> <ul style="list-style-type: none"> • The <i>Supplier</i> does not bring the goods to the Delivery Place more than one week before the Delivery Date. <p>If the period in which payments are made is not three weeks</p> <ul style="list-style-type: none"> • The period within which payments are made is . . . 30 DAYS <p>If the <i>Purchaser</i> is to provide any of the insurances stated in the Insurance Table</p> <ul style="list-style-type: none"> • The <i>Purchaser</i> provides these insurances from the Insurance Table <ol style="list-style-type: none"> 1. Insurance against SEE PART C1.3. Cover/indemnity is The deductibles are 2. Insurance against Cover/indemnity is The deductibles are
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Z	The Additional conditions of contract are	Z1 – Z20
	Amendments to the Core Clauses	
Z1	Interpretation of the law	

Z1.1	<p>Add to core clause 12.3:</p> <p>Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, 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.</p>
Z2	The Supplier's responsibilities:
Z2.1	<p>Delete core clause 20.1 and replace with the following:</p> <p>The <i>Supplier</i> provides the Goods and Services in accordance with the Goods Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.</p>
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:
	Additional Z Clauses
Z8	Cession, delegation and assignment
Z8.1	The <i>Supplier</i> shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the <i>Purchaser</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>Supplier</i> .
Z8.2	The <i>Purchaser</i> 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 <i>Supplier</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>Purchaser</i> for the performance of the Contract.

Z9.2	The <i>Supplier</i> shall, within 1 week of the Contract Date, notify the <i>Supply Manager</i> and the <i>Purchaser</i> of the key person who has the authority to bind the <i>Supplier</i> on their behalf.
Z9.3	The <i>Supplier</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Purchaser</i> .
Z10	Ethics
Z10.1	The <i>Supplier</i> undertakes:
Z10.1.1	not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
Z10.1.2	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Purchaser</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z10.2	The <i>Supplier's</i> breach of this clause constitutes grounds for terminating the <i>Supplier's</i> obligation to Provide the Goods or taking any other action as appropriate against the <i>Supplier</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z10.3	If the <i>Supplier</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Purchaser</i> , the <i>Purchaser</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2., the amount due on termination is A1.
Z11	Confidentiality
Z11.1	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Supplier</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Supply Manager</i> or the <i>Purchaser</i> , which consent shall not be unreasonably withheld.
Z11.2	If the <i>Supplier</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Supply Manager</i> .
Z11.3	This undertaking shall not apply to –

Z11.3.1	Information disclosed to the employees of the <i>Supplier</i> for the purposes of the implementation of this agreement. The <i>Supplier</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
Z11.3.2	Information which the <i>Supplier</i> is required by law to disclose, provided that the <i>Supplier</i> notifies the <i>Purchaser</i> prior to disclosure so as to enable the <i>Purchaser</i> to take the appropriate action to protect such information. The <i>Supplier</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
Z11.3.3	Information which at the time of disclosure or thereafter, without default on the part of the <i>Supplier</i> , enters the public domain or to information which was already in the possession of the <i>Supplier</i> at the time of disclosure (evidenced by written records in existence at that time);
Z11.4	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Goods and after Completion, requires the prior written consent of the <i>Supply Manager</i> . All rights in and to all such images vests exclusively in the <i>Purchaser</i>
Z11.5	The <i>Supplier</i> ensures that all his Sub-Suppliers abide by the undertakings in this clause.
Z12	<i>Purchaser's Step-in rights</i>
Z12.1	If the <i>Supplier</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Supply Manager</i> , the <i>Purchaser</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any sub-Supplier or supplier of the <i>Supplier</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Supplier</i>
Z12.2	The <i>Supplier</i> co-operates with the <i>Purchaser</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Supplier</i> under the contract or otherwise for and/or in connection with the <i>works</i>) and generally does all things required by the <i>Supply Manager</i> to achieve this end.
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 Goods.
Z14.2	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .

Z14.3	The <i>Supplier</i> gives the <i>Purchaser</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works	
Z14.4	The written approval of the <i>Supplier</i> is to be obtained before the <i>Supplier's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Supplier's</i> IP available to any third party the <i>Purchaser</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Purchaser</i> would use to protect its IP	
Z14.5	The <i>Supplier</i> shall indemnify and hold the <i>Purchaser</i> harmless against and from any claim alleging an infringement of IP rights (" the claim "), which arises out of or in relation to:	
Z14.5.1	the <i>Supplier's</i> design, manufacture, construction or execution of the Goods	
Z14.5.2	the use of the <i>Supplier's</i> Equipment, or	
Z14.5.3	the proper use of the Goods.	
Z14.6	The <i>Purchaser</i> shall, at the request and cost of the <i>Supplier</i> , assist in contesting the claim and the <i>Supplier</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.	
Z16	Dispute resolution:	
Z16.1	Appointment of the Adjudicator	

	<p>An <i>Adjudicator</i> is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below</p> <p>The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013</p>	Panel of Adjudicators		
		Name	Location	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
Z16.2	Appointment of the Arbitrator			

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

Z18.1	The <i>Supplier</i> 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.	
Z19	Communication	
Z19.1	<p>Add a new Core Clause 14.5 and 14.6 to read as follows:</p> <p>The <i>Supply Manager</i> requires the written consent of the Purchaser if an action will result in a change to the design, scope, and Goods information that is 5% or more</p>	
Z19.2	The <i>Supply Manager</i> requires the written consent of the Purchaser if an action will result in the Completion Date being extended by more than 30 days.	
Z20	Delegation	
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Supplier</i> agrees to the following:	
Z20.1	As part of this contract the <i>Supplier</i> acknowledge that it (mandatory) is an Purchaser 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 C1b: Agreements and Contract Data

C1.3: Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organization: AIRPORTS COMPANY SOUTH AFRICA "ACSA"
Physical Address: Airports Company South Africa Chief Dawid Stuurman International Airport Allister Miller Drive Walmer Private Bag X109 Gqebera 6001

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATARY'S MAIN SCOPE OF WORK

**SUPPLY AND DELIVERY OF BALER FOR CHIEF DAWID STUURMAN INTERNATIONAL
AIRPORT (CDSIA).**

1. Definitions

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

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

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

THE UNDERTAKING

The Mandatory undertakes to comply with:

2. REPORTING

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

3. WARRANTY OF COMPLIANCE

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

4. SHE Risk Management

- 4.1 The Mandatory shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatory shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

5. MEDICAL EMERGENCY RESPONSE

The Mandatory shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatory intends to attend to medical emergencies. In the

sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

7. SUPERVISION, DISCIPLINE AND REPORTING

- 7.1 The Mandatary shall ensure that all work performed on the Clients premises is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his / her employees regarding non-compliance by such employee with any health and safety matters.
- 7.2 The Mandatary shall further ensure that his / her employees report to him / her all unsafe or unhealthy work situations immediately after they become aware of the same and that he / she in turn immediately reports these to the Client within 48 hours with the action taken to mitigate the risk.
- 7.3 Where the hazard or risk identified is the responsibility of the Client to action, the Mandatary shall notify the Client OHS and Safety Department within 24 hours of becoming aware of the hazard or risk for prompt action to mitigate.

8. COOPERATION

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

9. WORK PROCEDURES

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

10. HEALTH AND SAFETY MEETINGS

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

11. COMPENSATION REGISTRATION/INSURANCE

- 11.1 The Mandatary warrants that all their employees and/or their contractor's employees if any are covered in terms of the COID Act, which shall remain in force whilst any such employees are present on the Client's premises. A letter is required prior commencing any work on site confirming that the Principal contractor or contractor or stakeholder is in good standing with the Compensation Fund or Licensed Insurer.
- 11.2 The Mandatary warrants that they are in possession of the following insurance cover, which cover shall remain in force whilst they and /or their employees are present on the Client's premises, or which shall remain in force for that duration of their contractual relationship with the Client, whichever period is the longest.
- 11.3 The Mandatary shall provide the Client with Public Liability Insurance Cover as required by the Main Contract
- 11.4 Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

12. MEDICAL EXAMINATIONS

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE files for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

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

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

13. INCIDENT REPORTING AND INVESTIGATION

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

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

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

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

14. SUB CONTRACTORS

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

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

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

16.1 The Mandatary shall ensure that all his / her employees are familiar with fire precautions at the site(s), which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.

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

17. FACILITIES

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

stipulated on lease agreement.

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

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

20.2 The Mandatary shall always monitor compliance to PPE of his/her own employees, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

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

21. PLANT, MACHINERY AND EQUIPMENT

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

22. USAGE OF THE CLIENT'S EQUIPMENT

22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an

unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site for the Permit to Work to be issued.

24. TRANSPORTATION

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

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

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

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

If Mandatary fails to comply with any provisions of this agreement, the Client shall be entitled to give the Fourteen (14) days' notice in writing to remedy such non-compliance and if the Mandatary fails to comply with such notice, then the Client shall forthwith be entitled but not obliged, without prejudice to any other rights or remedies which the Mandatary may have in law,

- ❖ Apply low service damages/penalties as stipulated on the main contract between Mandatary and the Client.
- ❖ To claim immediate performance and/or payment of such obligations.
- ❖ Should Mandatary continue to breach the contract on three occasions for the same deviation, then the Client is authorised to suspend the main contract without complying with the condition stated in clause above.

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her

employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

<p style="text-align: center;">COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993</p>

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

1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHS Act 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.

29. FURTHER UNDERTAKING

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

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

ACCEPTANCE BY MANDATARY

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

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

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

Expiry date

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

DATE

Witnesses:

1. _____

2. _____

SIGNATURE ON BEHALF OF THE CLIENT
AIRPORT COMPANY SOUTH AFRICA

DATE

Witnesses:

3. _____

4. _____

PART C2: PRICING DATA

Contents:

C2.1: Pricing Data

NO.	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
1.	Supply Baler as per specified requirement, specifications and classifications.	No.	1		
3.	Training of operators of Five (5) operators for Baler	No.	05		
6.	Provision of baler service plan.	Months	36		
7.	Deliver to Site (CDSIA)	Sum	1		
Sub-Total Amount (Excl VAT)					
VAT @ 15% (If applicable)					
Total Amount (Incl VAT)					

Pricing Notes:

- All rates to exclude VAT.
- All rates to be in Rands.

Deliverables and Key Outcomes:

Description of deliverable	Timelines				
Delivery of Tractor to CDSIA	Period:				
Training of Operators	Period:				
	Delivery Basis:	Firm		Not Firm	

PART C3: EMPLOYER'S SERVICE INFORMATION**Contents:**

C3: Employer's Service Information

Background:

The purpose of this requisition is to appoint a qualified service provider to supply and deliver of baler required at Chief Dawid Stuurman International Airport. The supply and delivery of items is expected to be completed within an estimated timeframe of One (1) month.

Scope of Works:

The scope of works includes the following:

- Supply baler.
- Supply baler accessories
- Deliver items to chief Dawid Stuurman International Airport (CDSIA).
- Provide training of 5 operators.
- Provide 36 months Service plan for baler including (repairs and servicing).

Description and Specification of Items Required:**Baler:**

Bale dimension – 36x46 cm	Capable passing without making dust
Pick-up width – 1420 – 1630 mm (large)	Max bale weight – 50kg
Binders - 3	With straw shredder
Weight – 2400 – 2580 kg	Tractor power – 70 – 80 hp

Special Terms:

The following notes forms part of the binding guidelines of this contract and are as follows:

- The appointed service provider shall submit presentation of items to be delivered as per specification of items before delivery to site. Presentation shall include equipment manuals, specifications, training plans, list of all items and pictures of items to be delivered.
- The service provider shall provide training and certification of training for 5 operators.
- The service provider shall provide safety manuals, operation manuals, and warranties for baler.
- The service provider shall provide a 36-month service plan for the baler.
- The items shall be delivered within the committed timeline at Chief Dawid Stuurman International Airport in Port Elizabeth, Eastern Cape.

PART C4: SITE INFORMATION

Contents:

C4: Site Information

C4.1: Site Information

DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

These items are to be supplied and delivered to Chief Dawid Stuurman International Airport.

Address:

01 Allister Miller Drive,
Aeropark Business Complex
Walmer
Port Elisabeth, Eastern Cape, South Africa
6067

Locality coordinates: 33°59'07.43"S 25°36'31.22"E