



AIRPORTS COMPANY
SOUTH AFRICA

NEC3 Term Service

Short Contract (TSSC3)

A contract between **Airports Company South Africa SOC Limited**
Reg. No 1993/004149/30 VAT no 4930138393

and

for **Core Room Fire Suppression & Detection Remedial
Building Works**

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Documentation prepared by: [•]

C1 Agreements & Contract Data

C1.1 Contractor's Offer and Employer's Acceptance

The Contractor is:

Name:

Address:
.....

Telephone:

Email:

The percentage for overheads and profit added to the Defined Cost for people is:%

The percentage for overheads and profit added to the other Defined Cost is:%

The Contractor offer to Provide the Service in accordance with the conditions of contract attached hereto, for an amount to be determined in accordance with the conditions of contract.

The offered total of the Prices for part of the service in Part 1 of the Pricing Data is:
.....

The offered total of the Prices for part of the services in Part 2 of the Pricing Data is:
.....

Signed on behalf of the Contractor

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

The Employer accepts the Contractor's above Offer to Provide the Service:

Signed on behalf of the Employer

Name:

Position:

Duly authorised (Y/N):

Signature: Date:

C1.2 Contract Data**Data provided by the *Employer***

Completion of the data in full is essential to create a complete contract.

Clause	Statement	Data
General		
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited, The Maples, River Woods, 24 Johnson Road, Bedfordview Gauteng, 2008
	Address	24 Johnson Road Riverwoods Office Park The Maples Building Bedfordview Johannesburg 2007
	Tel No.	+27 11 723 1400
	Fax No.	[•]
	E-mail address	[•]
If the <i>Employer</i> appoints an <i>Employer's Agent</i> , the <i>Employer's Agent</i> is:		
14.5	Name	TBC
	Address	Kimberley Airport Comp Patterson Rd Diskobolos Kimberley 8301
	Tel No.	+27 53 830 7136
	Fax No.	N/A
	E-mail address	TBC
	The authority of the <i>Employer's Agent</i> is	[Contract Manager]
11.2(5)	The <i>service</i> is	Core Room Fire Suppression & Detection Remedial Building Works
11.2(6)	The Service Information is in	Part 3 of this contract.
30.1	The <i>starting date</i> is.	Upon signing of the contract by both parties
30.1	The <i>service period</i> is.	6 months from the date of ACSA Signature.
13.2	The <i>period for reply</i> is	5 working days
50.1	The <i>assessment day</i> is the	On the 7th day of each successive month

51.2	The interest rate on late payment is	The prime lending rate of Nedbank Bank, as determined from time to time.																								
80.1	The <i>Contractor</i> is not liable to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property in excess of	Refer to Part C1.4																								
82.1	The <i>Employer</i> provides this insurance	Refer to Part C1.4																								
82.1	The minimum amount of cover for the first insurance stated in the Insurance Table is:	Refer to Part C1.4																								
82.1	The minimum amount of cover for the third insurance stated in the Insurance Table is:	Refer to Part C1.4																								
82.1	The minimum amount of cover for the fourth insurance stated in the Insurance Table is:	Refer to Part C1.4																								
	Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply?	No																								
93.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained below																								
	<table border="1"> <thead> <tr> <th>Name</th> <th>Location</th> <th>Contact details (phone & e mail)</th> </tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td> <td>Gauteng</td> <td>+27 11 282 3700 ghandi@badela.co.za</td> </tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td> <td>Durban</td> <td>+27 11 262 4001 Errol.tate@mweb.co.za</td> </tr> <tr> <td>Adv. Saleem Ebrahim</td> <td>Gauteng</td> <td>+27 11 535-1800 salimebrahim@mweb.co.za</td> </tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td> <td>Gauteng</td> <td>+27 11 442 8555 sebe@civilprojects.co.za</td> </tr> <tr> <td>Mr. Sam Amod</td> <td>Gauteng</td> <td>sam@samamod.com</td> </tr> <tr> <td>Adv. Sias Ryneke SC</td> <td>Gauteng</td> <td>083 653 2281 ryneke@duma.nokwe.co.za</td> </tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td> <td>Pretoria</td> <td>+27 12 349 2027 emeka@gosiame.co.za</td> </tr> </tbody> </table>		Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 ghandi@badela.co.za	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 Errol.tate@mweb.co.za	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 salimebrahim@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
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93.2(2)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council																								
93.4	The <i>tribunal</i> is:	Arbitration.																								
	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body.																								
	The place where arbitration is to be held is	Johannesburg, South Africa																								

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body.

The conditions of contract are the NEC3 Term Service Short Contract (April 2013) and the following additional conditions

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, or the *Adjudicator* does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

Z2 Add to core clause 20.1:

Z2.1 Furthermore, the *Contractor* warrants that the results of the Service, when complete, shall be fit for the intended purpose.

ADDITIONAL Z CLAUSES

Z3. Cession, delegation and assignment

Z3.1. 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*.

Z3.2. The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

Z4. Ethics

Z4.1. The *Contractor* undertakes:

Z4.1.1. 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;

Z4.1.2. 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.

Z4.2. The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Services 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.

Z4.3. 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 91.2. the amount due on termination is as per clause 92.1

Z5. Confidentiality

- Z5.1.** 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 *Employer*, which consent shall not be unreasonably withheld.
- Z5.2.** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Employer*.
- Z5.3.** This undertaking shall not apply to –
- Z5.3.1.** 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;
- Z5.3.2.** 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;
- Z5.3.3.** 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);
- Z5.4.** The taking of images (whether photographs, video footage or otherwise) of the *Services* or any portion thereof, in the course of Providing the *Services* and after Task Completion Date, requires the prior written consent of the *Employer*. All rights in and to all such images vests exclusively in the *Employer*.
- Z5.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z6. Employer's Step-in rights

- Z6.1.** 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 *Employer*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, may remedy the default either itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*.
- Z6.2.** 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 *Employer* to achieve this end.

Z7. Liens and Encumbrances

- Z7.1.** 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

Z8. Intellectual Property

- Z8.1.** 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 Service.
- Z8.2.** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *services*.
- Z8.3.** The written approval of the *Contractor* is to be obtained before the *Contractor’s* IP is 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.
- Z8.4.** 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:
- Z8.5.** the *Contractor’s* design, manufacture, or execution of the Services;
- Z8.6.** the use of the *Contractor’s* Equipment, or
- Z8.7.** the proper use of the Services.
- Z8.8.** 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.

Annexure A: The *Employer's* Panel of Adjudicators

The following persons listed in alphabetical order of their surname have indicated their willingness to be included in the *Employer's* Panel of Adjudicators. Their CV's may be obtained by using the contact details provided.

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

Information about the Panel and appointment of the selected *Adjudicator* is available from [●]

C1.3 Contract Data

Data provided by the Contractor (the Contractor's Offer)

The tendering contractor is advised to read both the NEC3 Term Service Short Contract (April 2013) and the relevant parts of its Guidance Notes (TSSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on page 22 of the TSSC3 Guidance Notes.

Completion of the data in full is essential to create a complete contract.

10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
	E-mail address	

63.2	The percentage for overheads and profit added to the Defined Cost for people is%
63.2	The percentage for overheads and profit added to other Defined Cost is%

11.2(4)	The Price List is in	The document called 'Pricing Data' in Part C2 of this contract.
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11.2(4)	The offered total of the Prices for part of the <i>service</i> in Part 1 of the Price List is [Enter the total of the Prices from the Price List]:	R..... excluding VAT [in words] excluding VAT
---------	--	---

11.2(4) The offered total of the Prices for part of
the *service* in Part 2 of the Price List is
[Enter the total of the Prices from the Price
List]:

R.....

excluding VAT

[in words]

.....

.....

.....

excluding VAT

C1.4 Contract Data

ACSA Insurance Schedule

INSURANCE CLAUSE FOR OPEX PROJECTS AND NON-CONSTRUCTION CAPEX PROJECTS ON THE LANDSIDE

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R100 000 (one hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

INSURANCE CLAUSE FOR OPEX PROJECTS AND NON-CONSTRUCTION CAPEX PROJECTS ON THE AIRSIDE

The successful bidder must source the following insurance cover, which is the deductible in the ACSA insurance cover:

- *Aviation liability insurance cover for an indemnity limit not less than R300 000 (three hundred thousand rands).*
- *Submit proof of insurance to ACSA before the work starts, and annually for the duration of the project.*

Where the project covers **both landside and airside**, only the airside clause will apply.

The following persons/insurers must be advised immediately on the occurrence of a claim on site or even a possibility of a claim arising due to an incident occurring on site: Airports Company South Africa:

Nokulunga Masiza
Tel: +27 (0)11 723 1400
M: +27 (0)79 512 0532
Nokulunga.Masiza@airports.co.za

Buhle Mnguni
D: +27 (0)11 723 1400
M: +27 (0)74 535 9075
Buhle.Mnguni@airports.co.za

C2 Pricing Data

C2.1 Pricing assumptions

1. The hourly labour rate shall be fully inclusive of wages, statutory contributions (UIF, COIDA, etc.), leave provisions, PPE, supervision, and all employment-related costs.
2. Payment shall be made only for actual hours worked and approved by the Service Manager.
3. The appointment is limited to a maximum of six (6) months and may terminate earlier upon appointment of a permanent ACSA Electrician.
4. The Employer reserves the right to amend shift patterns in accordance with operational requirements.

C2.2 Price List**Part 1 – Activity schedule**

The following Activity Schedule is provided “as-is” for the benefit of the Tenderer. ACSA cannot guarantee that it is complete in all respects. Also, refer to C3 (Service information) for activities that need to be priced. Only items listed in this Activity Schedule may be billed to the Employer.

Item No	Description	UOM	Unit Price	QTY	Total Price
1	Submit a Safety File, in accordance with OHS Act of 1993 and the Construction Regulation of 2014	Each	R	1	R
2	Core Room - Replace suspended ceiling panels	m ²	R	96	R
3	Repair work to suspended ceiling frame	m ²	R	72	R
4	Seal off and Brickwork where cables penetrate	m ²	R	24	R
5	Repair and paint walls	m ²	R	144	R
6	Labour Normal Hours	Hourly	R	80	R
7	Provisional Sum The amount will be utilized for any unforeseen circumstance with the discretion of Site Manager				
8	Sundries (Parking and Permits)	Provisional Sum	R 5 000.00	1	R 5 000.00
9	Sub Total				R
10	Vat 15%				R
11	Total				R

*By Tools, equipment and consumables is also meant cleaning materials, fasteners, lubricants, chemicals, electronic devices, etc. that are required to do any corrective or preventive maintenance, and measurements (multi-meters, etc.).

Mark-up (third party procured items/services)

Cost ^b	Mark-up
R 0.00 – R 999.99	%
R 1, 000.00 – R 4, 999.99	%
R 5, 000.00 – R 9, 999.99	%
Greater than R 10, 000.00	%

^bCost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. The third party's quote/invoice shall be presented when submitting quotes for approval.

C3: Scope of Work

C3.1 Service Information

The Employer requires the appointment of a suitably qualified service provider to undertake minor building repair, remedial and reinstatement works associated with the Core Room Fire Suppression and Detection infrastructure at Kimberley Airport.

The works form part of maintenance and reinstatement activities within the Core Server Room environment containing sensitive ICT equipment and fire suppression infrastructure.

The Contractor shall execute all works safely, professionally and in compliance with:

- ACSA requirements and procedures
- Occupational Health and Safety Act and Regulations
- Applicable SANS standards and building regulations
- Airport operational and access control requirements

The Contractor shall provide all labour, supervision, tools, equipment, transport, consumables and materials necessary to complete the works unless otherwise instructed by the Employer.

1. Description of the *service*

The scope of work entails sourcing of service provider for minor building, repair and reinstatement works associated with the Core Room Fire Suppression and Detection infrastructure at Kimberley Airport. The works form part of maintenance and reinstatement activities required within the Core / Server Room. The environment is operational and contains sensitive ICT and fire suppression infrastructure. All work must therefore be executed with care, in compliance with ACSA standards and applicable legislation.

The Contractor shall perform, but not be limited to, the following activities:

1. **Replace Suspended Ceiling Panels**
Remove and replace suspended ceiling panels within the Core Room. Ceiling panels must be reinstated neatly, aligned, levelled and securely fixed.
2. **Repair Broken Suspended Ceiling Frame**
Repair and reinstate damaged suspended ceiling grid frames and related support components to ensure structural stability.
3. **Seal Wall and Brickwork Cable Penetrations**
Seal all cable and service penetrations through walls, ceilings and fire-rated elements using compliant fire-stopping materials.
4. **Repair and Paint Walls**
Repair and repaint walls affected by the works. Final finishes must match existing colours and textures.
5. **Labor (Normal Working Hours)**
Provide labour during normal working hours necessary to complete the scope of work.
6. **Sundries, Parking and Permits**
Provide all sundries, consumables, parking, access permits and work permits required to execute the work at the airport.

Extent of the works

The extent of the works comprises the provision of labour, supervision, tools, equipment, transport, consumables and materials necessary to execute minor remedial building works associated with the Core Room Fire Suppression and Detection infrastructure at Kimberley Airport.

The works include, but are not limited to, the following:

- Removal and replacement of damaged suspended ceiling panels within the Core Room.
- Repair, replacement and reinstatement of damaged suspended ceiling grid frames, support members and associated components.
- Making good, alignment, levelling and securing of ceiling installations.
- Protection of existing ICT, fire suppression and associated infrastructure during execution of the works.
- Housekeeping, debris removal and disposal of waste generated from the works.
- Submission of required safety documentation and compliance with airport access, operational and SHE requirements.

The Contractor shall execute the works in accordance with applicable legislation, ACSA standards, manufacturer specifications and accepted industry practice

2. Specifications

Particular / generic specifications:

All work shall conform to all relevant of the OHS Act, including the Gazetted Standards under these. All work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with OEM requirements.

Quality plans and control:

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 rostered maintenance work is indeed performed as and when required.

Environment:

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

At no time, shall the Contractor:

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

Health and safety requirements and procedures:

The Service Manager shall be entitled to fine the Contractor an amount of R2000.00 for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

It shall be the Contractor's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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

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

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

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

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

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

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

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

Cell phones and two-way radios:

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

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

Protection of the public:

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

Barricades and lighting:

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

3. Constraints on how the Contractor Provides the Service**Planning and programming:**

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

Normal airport operational hours for Kimberley Airport shall be:

- **Mon - Fri 06:30 – 18:30**
- **Sat 07H30 – 16H30**
- **Sun 09H00 – 18:30**

As a minimum requirement, the Contractor shall roster scheduled preventative maintenance activities.

Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.

All Preventative Maintenance shall be scheduled, at least, to the requirements of the annexures (The Contractor must ensure that sufficient allowances for all these items are made with his/her pricing in the Activity Schedule.)

Methods and procedures:

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

- Assisting with emergency repairs on
- Assisting with airport operations Re-scheduling of work to accommodate other contractors
- Allowing access and aiding OEM suppliers to correct defects on equipment and/or systems
- Pointing out services to consultants or other contractors
- Providing access to other contractors
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site relating to this contract
- Training of ACSA operators and/or technicians
- Providing of system data and/or statistics to ACSA
- Recommending improvements on maintenance procedures
- Recommending improvements on operational procedures
- Co-operating with ACSA Security relating to security issues

The ACSA Service Manager may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

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. 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

The meeting shall be site specific. The medium in which the meetings will be conducted will be discussed with the site-specific Service Manager on contract commencement.

3.2 Use of standard forms

Monthly PM's
 Task Order
 Early Warning notifications
 Compensation event notification
 Risk Register
 Risk Reduction Minutes template

Invoicing and payment

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

1. System availability (averaged per month)
2. Maintenance work (including % of scheduled maintenance work completed)
3. Maintenance plan for the next month
4. Asset register up to date including equipment data
5. Outstanding maintenance issues

The contractor shall keep copies of all reports and records for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.

In terms of core clause 50 the *Contractor* assesses the amount due and applies to the *Employer* for payment. The *Contractor* applies for payment with a tax invoice addressed to the *Employer* as follows:

The *Contractor* includes the following information on each tax invoice:

- Name and address of the *Contractor*
- The contract number and title;
- *Contractor's* VAT registration number;
- The *Employer's* VAT registration number: **4930138393**
- The total of
 - The Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed;
 - Where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate,
- Other amounts to be paid to the *Contractor*;
- Less amounts to be paid by or retained from the *Contractor*;
- The change in the amount due since the previous payment being the invoiced amount - excluding VAT, the VAT and including VAT;
- (add other as required)

The *Contractor* attaches the detail assessment of all work done for each item in the Price List to each tax invoice showing

- the Price for each lump sum item in the Price List or Task Order which the *Contractor* has completed and

- where a quantity is stated for an item in the Price List or Task Order, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

3.4 Records of Defined Cost

In order to substantiate the Defined Cost of compensation events, the *Employer* may require the *Contractor* to keep records of amounts paid by him for people employed by the *Contractor*, plant and materials, work subcontracted by the *Contractor* and equipment. [See clause 11.2(2) and 63.2].

3.5 BBBEE and preferencing scheme

The Contractor shall maintain the BBBEE at award for the duration of the Contract.

4. Requirements for the plan

Maintenance plan to be submitted within 14 days of award, for the duration of the Contract.

5. Services and other things provided by the *Employer*

Item	Date by which it will be provided

6. Property affected by the service

All buildings and Electrical Infrastructure on Landside and Airside

ANNEXES to C3 (Service information)

Title	Annex number
Service Level Agreement	Annex A

OHS Act Appointment by Contractor	Annex B
Generic Safety File Requirements	Annex C
Environmental Terms and Conditions	Annex D
Schedule of Tools and Special Equipment	Annex E
Resource proposal	Annex F
Task Order	Annex G

SERVICE LEVEL AGREEMENT**Operational hours**

Normal airport operational hours shall be as detailed below for the year but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient after-hours work for scheduled work not to interfere with airport operations.

Normal airport operational hours for Kimberley Airport shall be:

- **Mon - Fri 06:30 – 18:30**
- **Sat 07:30 – 16:30**
- **Sun 09:00 – 18:30**

Normal Working Hours shall be **07:00 – 17:00**

Detailed requirements regarding Staff

The Contractor shall continuously ensure that all staff is suitable, able, and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable on all equipment relating to General Building Infrastructure.

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

- Full Names
- Proof of qualifications and work experience on maintaining similar equipment system.

Response Times

Description	Benchmark
Availability	The Contractor shall commence works within 15 working days from the receipt of the Purchase Order
Response time	The Contractor shall respond to defects, snags or corrective instruction issued by the Service Manager within 24 hours of notification
Closure Duration	Defects or incomplete works identified by the Service Manager shall be rectified within 48 hours or within an agreed timeframe
Completion of work	The Contractor shall complete all works within the agreed contract period and programme

The way the call outs are dispatched to the contractor shall be discussed with the Service Manager at specific sites as call logging procedures may differ from each site.

Work Order Management

Description	Benchmark
Preventative Maintenance Work Orders	Work order turnaround time: Target = 14 days
Corrective Maintenance Work Orders	Work order turnaround time: Target = 2 days

Human resources

The following minimum standards shall apply to resourcing:

1. For all call-outs: Considering current airport access control infrastructure and security arrangements and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
3. During operational hours, the Contractor shall respond in accordance with the S.L.A to successfully attend to breakdowns.
4. During operational hours, the Contractor shall
5. have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on any electrical control panel.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible sub-contractors during system breakdowns and can successfully interact with airport operational staff and airport management.

Staff qualifications

It will always remain the Contractor'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 rostering staff.

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

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a weekly average except on repairs that will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

Detail on how calls will be dispatched will be discussed on site with the Service Manager as the call dispatch process varies from airport to airport.

Finally, once the problem has been resolved the contractor will advise the Service Manager of the resolution.

*Availability will be calculated on a monthly average. This will include all stoppages, even if such stoppages are not under the Contractor's control. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site. The total operational hours for the respective week/month shall be used as a measure for calculating availability. All other benchmarks above will be calculated on a weekly average. Reports will be provided by the ACSA Computerised Maintenance Management System.

Defect free liability period

Defect free liability period – corrective or breakdown maintenance	The defect free period will be no less than 90 days.
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Low service damages

Low service damages are limited to a maximum of **25% of the fixed cost /month**.

Service level table

<i>Low service damage Description</i>	<i>Amount</i>
Where a repair cannot be completed the same day due to the unavailability of a spare part.	R 2 500.00 (Unless the unavailability of the spare part was agreed to by the Service Manager or his/her duly authorised representative)
Insufficient staffing levels on site	R 2 000.00 (Unless it was agreed to by the Service Manager or his/her duly authorised representative)
Leaving a breakdown unattended or incomplete for another day or shift	R 2 000.00 (Unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Not meeting call response and closure time SLA.	R 2 000.00 (Unless the delay in repair was agreed to by the Service Manager or his/her duly authorised representative or unless the required spares are not available to complete the work)
Safety infringement (for example: leaving moving machinery exposed)	R 5 000.00 per incident
Availability not meeting requirements	R 2 000.00 per month

Continuous Improvement Program and the Computerized Maintenance Management System

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For example, the criteria below may be used but not only limited to the items mentioned below.

1. An improvement in the availability of systems
2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
3. Etc.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

**OCCUPATIONAL HEALTH AND SAFETY 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) 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 Organization: AIRPORTS COMPANY SOUTH AFRICA SOC Limited
Physical Address: 24 Johnson Road Riverwoods Office Park The Maples Building Bedfordview Johannesburg 2007

Hereinafter referred to as “Client”

Name of organisation:
Physical Address:

Hereinafter referred to as “the Mandatary/ Principal Contractor”

MANDATORY'S MAIN SCOPE OF WORK

To be completed by contractor

GENERAL INFORMATION FORMING PART OF THIS AGREEMENT

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all un-repealed 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 utilize 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 as per the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

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

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

The Mandatary undertakes to ensure that they and/or their subcontractors if any and/or their respective employees will 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.
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 OHS Act shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.

- 13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
- 14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

FURTHER UNDERTAKING

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

ACCEPTANCE BY MANDATARY

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

I, (**Identity Number:**), a duly authorised
16.2 Appointee acting for and on behalf of undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

Mandatary – 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

GENERIC SAFETY FILE REQUIREMENTS

Make provision for the safety file – activities can only be carried out once the safety file is approved and a work permit is obtained from our local safety department at George Airport.- see list below. The list below is generic and only based on the specific scope of work will the applicable items become a requirement for compliance.

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Sub Contractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications
- Letters of appointment with competencies (where appointment are applicable depending on the task):
 - 1) OHS 16(1) CEO
 - 2) OHS 16(2) Assistant CEO
 - 3) CR 8.1 Construction work Manager
 - 4) CR 8.5 Construction H&S officer
 - 5) CR 8.7 Construction work Supervisor
 - 6) CR 8.8 Assistant Supervisor
 - 7) CR 9.1 Risk Assessor
 - 8) CR 13.1(a) Excavation Supervisor
 - 9) GAR 9 Incident Investigator
 - 10) GSR 9 First Aider
 - 11) CR 24 & EMR 9 Electrical Tool Inspector
 - 12) CR 29(H) Fire Fighting Equipment Supervisor
 - 13) CR 23 Construction Vehicles & Mobile Plant Operator

- 14) GSR 13 Ladder Inspect
- 15) Portable (Hand) Tool inspector
- 16) CR 16.1 /SANS 085 Scaffolding Inspector
- 17) CR 28 (a) Stacking and Storage Supervisor
- 18) HCS Supervisor (HCS Regulations)
- 19) OHS 19 SHE Committee Members
- 20) OHS 17 Health & Safety Reprehensive

Note the safety file requirements is an inherent OHS act requirement for each of the scope of work activities above - and should be priced as part of those activities.

**ACSA SERVICE & MAINTENANCE CONTRACTORS
ENVIRONMENTAL TERMS AND CONDITIONS TO COMMENCE WORK - EMS 048**

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled 4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal

	<p>5. Copy of waste permit for disposal site</p> <p>This information must be available during audits and inspections.</p>
<p>Handling & Storage of Hazardous Chemical Substances (HCS)</p>	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.
<p>Water and Energy Consumption</p>	<p>ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.</p>
<p>Training & Awareness</p>	<p>The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.</p>

Penalties

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

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

Penalties shall be between R200 and R20 000, depending upon the severity of the infringement. The decision on how much to impose will be made by ACSA's Airport Environmental Management Representative in consultation with the Airport Manager or his/her designate and will be final. In addition to the penalty, the Contractor shall be required to make good any damage caused due to the infringement at his/her own expense.

I, of agree to the above conditions and acknowledge ACSA's right to impose penalties should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at:

TOOLS AND SPECIAL 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.

Number	Item description	Lead time
1		
2		
3		
4		
5		
6		
7		

RESOURCE PROPOSAL

The Contractor shall include a detailed resource proposal (including an organogram for on-site personnel) at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

