

PROJECT NAME AND NUMBER: REMOVAL OF RUBBER DEPOSITS AT OR TAMBO INTERNATIONAL AIRPORT, CAPE TOWN INTERNATIONAL AIRPORT, KING SHAKA INTERNATIONAL AIRPORT AND REGIONAL AIRPORTS (KIMBERLEY, UPINGTON, BRAM FISCHER INTERNATIONAL, GEORGE, KING PHALO, CHIEF DAWID STUURMAN INTERNATIONAL) FOR A PERIOD OF 3 YEARS AT AIRPORTS COMPANY SOUTH AFRICA'S (ACSA) SOC PTY LTD.

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

Applicable at O.R. Tambo International Airport, Cape Town International Airport, King Shaka International Airport and Regional Airports (Kimberley, Upington, Bram Fischer, George, East London, Port Elizabeth)
(Registration Number: 1993/004149/30)

and

(Registration Number: _____)

for SERVICES FOR THE REMOVAL OF RUBBER DEPOSITS

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PART C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of **the provision of Rubber Removal Services at Airports Company South Africa (nationwide) for 3-year term contract**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

R..... (in figures)

.....

..... (in words);

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

For the Bidder:

.....
(Insert name and address of organisation)

Name &
signature of
witness

Date

.....

C1.2 CONTRACT DATA

Part one - Data provided by the Employer

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option:	A: Priced contract with price list
	and secondary Options:	W1: Dispute resolution procedure
		X1: Price Adjustment for inflation
		X2: Changes in the law
		X17: Low service damages
		X18: Limitation of Liability (as amended in Option Z)
		X19: Task Order
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	Airports Company South Africa SOC Limited Reg. No 1993/004149/30 VAT No 4930138393
	Address	Western Precinct, Aviation Park O. R. Tambo International Airport 1 Jones Road Kempton Park 1632 Gauteng South Africa

10.1 The *Service Manager* is: **TBC upon award**

Telephone

E-mail address

11.2(1) The *Accepted Plan* is **Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.**

11.2(2) The *Affected Property* is **O.R. Tambo International Airport (ORTIA),
 Cape Town International Airport (CTIA),
 King Shaka International Airport (KSIA) &
 Regional Airports (Kimberley, Upington, Bram Fischer, George, East London, Port Elizabeth)**

11.2(13) The *Service* is **Removal of rubber deposits at all airports listed in the Affected Property as set out in Part C3 Service Information.**

11.2(14) The following matters will be included in the Risk Register:

- **Access to site, permit to work**
- **Health and safety**
- **Statutory approval and ACSA approvals**
- **Hazards on airside**
- **Impact on operations**
- **Stakeholder management**

11.2(15) The *Service Information* is in **The section titled Service Information included as Part C3 of this document.**

12.2 The *law of the contract* is the law of **The Republic of South Africa**

13.1 The *language of this contract* is **English**

13.3 The *period for reply* is **7 calendar days**

21.1	The period within which the Contractor provides the Contractor's Plan	30 calendar days from Contract Date
2	The Contractor's responsibilities	main Detailed in Part C3 (Service Information)
3	Time	
30.1	The <i>starting date</i> is	3 weeks after contract award
30.2	The <i>Service Period</i> is	Four years from the <i>starting date</i>
4	Testing and Defects	No data is required for this section of the <i>conditions of contract</i>
5	Payment	
50.1	The <i>assessment interval</i> is on the	Every 4 weeks, on the 15th day of each successive month
51.1	The <i>currency of this contract</i> is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days from invoice date
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank, as determined from time to time.
6	Compensation events	No data is required for this section of the <i>conditions of contract</i>.
7	Title	No data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	Refer to Part C1.4
83.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data.
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4
83.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993

9	Termination	No data is required for this section of the conditions of contract.
10	Data for main Option clause	
A	Priced contract with price list	Refer to Part C2
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
12	Data for secondary Option	
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the annual average consumer price index (CPI) headline year-on-year rate for the previous calendar year published by Statistics South Africa. Price adjustment for inflation shall only take place on contract anniversary.
X1.1	The <i>base date</i> is	The 1 st calendar day of the month prior to the <i>starting date</i>
X2	Changes in the law	No data is required for this secondary option.
X17	Low Service Damages	
X17.1	The <i>service level table</i> is in	Refer to Annexure B of the <i>Service Information</i>
X18	Limitation of liability	

X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Refer to Insurance Schedule
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The Total damages suffered and/or costs incurred to the Employer's Property
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	The Total damages suffered and/or costs incurred to the Employer's Property
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<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 damages suffered and/or costs incurred to the Employer's Property 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, - Defects liability, - Insurance liability to the extent of the Contractor's risks - Death of or injury to a person; - Infringement of an intellectual property right
X19	Task Order	No data is required for this secondary option.
Z	The <i>Additional conditions</i> Z1 – Z19 of contract are	
Amendments to the Core Clauses		
Z1	Interpretation of the law	
Z1.1	Add to core clause 12.3:	
	Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights, and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	

Z2 Providing the Service:

Z2.1 Delete core clause 20.1 and replace with the following:

The *Contractor* provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.

Z5 Termination

Z5.1 Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”: “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.

Amendment to the Secondary Option Clauses

Z7 Limitation of liability:

Insert the following new clause as Option X18.6:

Z7.1 The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss is limited to R0.00

Z7.2 Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract

Additional Z Clauses

Z8 Cession, delegation and assignment

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

Z8.2 The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

Z9 Joint and several liability

Z9.1 If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.

Z9.2 The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.

Z9.3 The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

Z10 Ethics

Z10.1 The *Contractor* undertakes:

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

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

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

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

Z11 Confidentiality

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

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

Z11.3 This undertaking shall not apply to –

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

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

Z12 ***Employer's Step-in rights***

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

Z13 ***Liens and Encumbrances***

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

Z14 ***Intellectual Property***

-
- Z14.1** Intellectual Property (“IP”) rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor’s* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor’s* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights (“**the claim**”), which arises out of or in relation to:
- Z14.5.1** the *Contractor’s* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor’s* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 **Dispute resolution:**

Z15.1 **Appointment of the Adjudicator**

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

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

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

Z15.2 Appointment of the Arbitrator

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

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

Z16 Notification of a compensation event

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

Z17 BBEE and Tax Clearance Certificates

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

Z18 Communication

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

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

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

Z19 **Delegation**

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

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

PART C1.2b CONTRACT DATA

PART TWO – DATA PROVIDED BY THE CONTRACTOR

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	CV's to be appended to Tender Schedule
	Name:	
	Job:	PROJECT/SITE MANGER
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	EQUIPMENT OPERATOR
	Responsibility:	
	Qualifications:	
	Experience:	
11.2	The following matters will be included in the Risk Register	Refer to listed risk items on C1.3: Occupational Health and Safety Agreement

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

OCCUPATIONAL HEALTH AND SAFETY MANDATARY 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 Organisation: AIRPORTS COMPANY SOUTH AFRICA "ACSA"
Physical Address: Airport Company South Africa Western Precinct, Aviation Park, O.R. Tambo International Airport, 1 Jones Road, Kempton Park, Gauteng, South Africa, 1632 P O Box 75480, Gardenview, Gauteng, South Africa, 2047

Hereinafter referred to as "Client"

Name of organisation:
Physical Address

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATARY'S MAIN SCOPE OF WORK

1. Definitions

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

5. MEDICAL EMERGENCY RESPONSE

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary 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 file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

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

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

13. INCIDENT REPORTING AND INVESTIGATION

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

13.2 All incidents referred to in Section 24 of the OHS Act shall be reported by the Mandatary to the Department of Labour and copies of such reporting to be sent to the Client. The Mandatary shall further provide 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 subcontractor meets all the requirements and is competent for the scope of work contracted for. This includes that approval of the SHE file, SHE Plans associated with the work.

15. SECURITY AND ACCESS

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

16. FIRE PRECAUTIONS AND FACILITIES

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

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

17. FACILITIES

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

18. HYGIENE AND CLEANLINESS

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

19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

20. PERSONAL PROTECTIVE EQUIPMENT

20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with

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

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

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

21. PLANT, MACHINERY AND EQUIPMENT

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

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

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

22. USAGE OF THE CLIENT'S EQUIPMENT

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

22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

23. PERMIT MANAGEMENT

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a 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 in order for the Permit to Work to be issued.

24. TRANSPORTATION

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

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

24.3 In the event that any hazardous substances are to be transported on the premises, the Mandatary shall

ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

25. CLARIFICATION

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

26. DURATION OF AGREEMENT

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

27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

28. INDEMNITY

The Mandatary hereby indemnifies the Client against any liability, loss, claims or proceedings whatsoever, whether arising in Common Law or by Statute; consequent personal injuries or the death of any person whomsoever (including claims by employees of the Mandatary and their dependents); or consequent loss of or damage to any moveable or immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

**COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY
ACT 85 OF 1993**

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

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

29. FURTHER UNDERTAKING

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

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

ACCEPTANCE BY MANDATARY

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

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

Mandatary – 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. _____

ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff.
Storm water, Soil and Groundwater Pollution	<ul style="list-style-type: none"> • No solid or liquid material may be permitted to contaminate or potentially contaminate storm water, soil or groundwater resources. • Any pollution that risks contamination of these resources must be cleaned up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. • Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. • No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	<ul style="list-style-type: none"> • Dust: Dust resulting from work activities that could cause a nuisance to employees, or the public shall be kept to a minimum. • Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. • Fires: No open fires shall be permitted on site.
Noise Pollution	<ul style="list-style-type: none"> • All reasonable measures shall be taken to minimize noise generated on site due to work operations. • The Contractor shall comply with the applicable regulations regarding noise.
Waste Management	<ul style="list-style-type: none"> • Waste shall be separated as general or hazardous waste. • General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. • Under no circumstances shall solid or liquid waste be dumped, buried or burnt. • Contractors shall maintain a tidy, litter free environment always in their work area. • Contractors must keep on file: <ol style="list-style-type: none"> 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 5. Copy of waste permit for disposal site <p>This information must be available during audits and inspections.</p>
Handling & Storage of Hazardous Chemical Substances (HCS)	<ul style="list-style-type: none"> • All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. • Materials Safety Data Sheets shall be stored with all HCS. • All spillages of HCS must be cleaned up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). • All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. • Contractors shall comply with all relevant national, regional and local legislation regarding the transport, storage, use and disposal of hazardous substances.

Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

The Contractor is also advised that the imposition of penalties does not replace any legal proceedings, the Council, authorities, landowners 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:

PART C1: AGREEMENTS AND CONTRACT DATA

C1.4 Insurance Schedule

For OPEX projects and non-construction CAPEX projects on the airside (aprons, runways, taxiways):

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.

Please note that where the project covers both landside and airside, only the airside clause will apply.

PART C2: PRICING DATA

C2.1. Pricing Assumptions: Option A

The intended pricing strategy to be followed in this tender is according to the Price List (including the activity schedule).

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
2. The Contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
4. The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The Contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
16. **The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.**

PART C2: PRICING DATA

C2.1 THE PRICE LIST

This is the final stage of the evaluation process and will be based on the PPPFA preference point system of 80/20. Price will amount to 80 points, whilst preference will be 20 points. The award of business will be made to a bidder which has scored the highest overall points for this stage of the evaluation. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

The cost of the following must be included in the pricing for all work performed (i.e. Rubber removal, paint removal and high-pressure cleaning). It will be payable per visit and shall include direct costs incurred:

- Fees obtaining all personal permits,
- vehicle permits and
- branding (including safety induction, AVOP, etc) and
- vehicle transponders/ squitters required to gain access to airside or manoeuvring area.
- Costs incurred for compliance to all prescribed Environmental and Occupational Health & Safety Regulations as required in the execution of the works.
- Costs should include all transport, travel and accommodation fees
- And any other and all costs associated with the scope of work
- No further amounts will be awarded (prices are final)

The pricing schedule to be completed in full with all amounts exclusive of VAT and in the spaces provided in the tables below:

Price List Part A – Rubber removal and safe disposal

Airport	Runway	Estimated area per service - m² (a)	Rate per Rubber Removal - R/m² (b)	Qty per year (c)	Subtotal Rubber Removal - year 1 (a * b * c)
ORTIA	03L / 21R	12 000	R	5	R
	03R / 21L	12 000	R	10	R
CTIA	01 / 19	12 000	R	4	R
	16 / 34	12 000	R	4	R
KSIA	06 / 24	12 000	R	4	R
BFIA	02 / 20	12 000	R	1	R
	12 / 30	12 000	R	1	R
George	11 / 29	12 000	R	1	R
King Phalo	06 / 24	12 000	R	1	R
	11 / 29	12 000	R	1	R
Kimberly	02 / 20	12 000	R	1	R
	10 / 28	12 000	R	1	R
Upington	17 / 35	12 000	R	1	R
	01 / 19	12 000	R	1	R

	08 / 26	12 000	R	1	R
CDSIA	08 / 26	12 000	R	1	R
	17 / 35	12 000	R	1	R
TOTAL - Rubber removal and safe disposal - Year 1					R

Price List Part B – Paint removal and High-pressure cleaning on runways and paved areas

Please enter all amounts exclusive of VAT

Item	Estimated quantity per service (m ²) (a)	Services per year (b)	Rate (Rands per m ²) (c)	Subtotal Paint Removal - year 1 (a * b * c)
Remove Paint on runway. Remove existing painted lines less than 10mm thick when required. Plan is to remove 30 blocks that are 1m x 30m long once per year	8100	1	R	R
High pressure cleaning of runway markings: shoulders and threshold	80 280	1	R	R
Remove Paint on other paved areas	1800	1	R	R
TOTAL – Paint Removal and high-pressure cleaning all Sites (9 Airports)				R

TOTAL PRICES

Below is the guide that must be used in estimating the contract value. This amount must be reported as the contract value in the corresponding schedules. The pricing will escalate at CPI on the anniversary of the contract (which for illustrative purposes is 6%).

Tenderers are reminded that the 3-year grand total is for illustrative purposes only and that the Employer will not be under any obligation to expend the full or any portion of this amount. Monthly contract expenditure will be strictly calculated according to the Activity Schedule as provided above:

TOTAL YEAR 1 = Total Rubber removal and safe disposal Year 1 + Total Paint Removal & high-pressure cleaning Year 1	R
TOTAL YEAR 2 = TOTAL YEAR 1 * 1.06 (Escalation on Year 1)	R
TOTAL YEAR 3 = TOTAL YEAR 2 * 1.06 (Escalation on Year 2)	R
GRAND TOTAL - 3-YEAR TOTAL OF THE PRICES (Excluding VAT)	R

VAT	R
GRAND TOTAL - 3-YEAR TOTAL OF THE PRICES¹ (Including VAT)	R

¹ This amount to be inserted as the inclusive of VAT amount in the Form of Offer.

PART C3: SERVICE INFORMATION

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

PART C3: EMPLOYER'S SERVICE INFORMATION

DESCRIPTION OF THE SERVICE

Executive overview

Aircraft operational facilities such as runways are to be maintained in a good condition to ensure safe operation of aircraft in line with ICAO regulations, namely ICAO Annex 14 – Aerodromes and ICAO Doc 9137 - Airport Services Manual, Part 2: Pavement Surface Conditions and Civil Aviation Regulations, 2011 – Part 139: Aerodromes and Heliports. The condition of aircraft operational facilities is impacted by the frequency and type of day-to-day operations in the airport. Rubber is deposited onto the runway during the landing of an aircraft. The rubber build-up is a function of the number and type of aircraft landings that take place over a fixed period. Rubber build-up negatively impacts the safety of aircraft operational facilities by reducing the level of friction on the runway. It is required that the level of friction on the runway be maintained to ensure adequate aircraft braking performance during landings or aborted take-offs and to avoid skidding or slippery surfaces. The amount of deposited rubber is quantified by performing runway friction testing to ascertain the level of friction loss. Studying the results of friction tests also reveals the runway zones that require rubber removal. Rubber removal is the process of removing built-up rubber to restore runways to adequate friction levels. To achieve this, it is required that a suitably qualified and equipped Contractor be appointed to perform rubber removal under this contract.

Employer's requirements for the service

The Contractor shall be responsible for the provision of rubber removal services undertaken as per the requirements of ICAO standards. To achieve this, the Contractor is to always ensure the availability of all required resources to provide the services. This includes the correct plant and equipment, qualified and adequate manpower, all required materials, consumables and supplies, and all required access permits sufficient to perform rubber removal effectively and safely. Rubber removal is to be accomplished by the application of pressurised water on pavement surfaces (namely runways, aprons and taxiways) and cleaning of debris using sweepers. The vacuum and sweeper units used shall be sufficiently powerful and of sufficient capacity to completely remove dislodged debris from the runway surface. The Contractor is responsible for ensuring that the pavement surfaces are free of rubber deposits and water after the rubber removal process is completed. To prevent drainage onto the pavement surfaces, shoulders or subsoil drains, water and debris resulting from the rubber removal process is to be vacuumed. Aprons are to be deep-cleaned through water-jetting with the aid of 7-pH value cleaning liquid to remove oil contaminants. The equipment must be capable of a production/work rate of 750 m²/hour or more. The services are to be provided for the manoeuvring area and the restricted areas of a National Key Point; the Contractor will therefore be expected to adhere all security requirements at all times.

The contractor is to ensure that the equipment meets or exceeds the following specifications:

- Independently driven high-pressure water pump (self-powered).
- Water pressures from a minimum of ~2,500 bar up to ~40,000 psi (~2,758 bar)
- Large fresh water and waste recovery tanks (5,000–12,000 L or more).
- Rotating or multi-nozzle hydro-blasting cleaning heads that blast water to dislodge rubber.
- Integrated vacuum or negative-pressure recovery systems to collect water and debris so nothing gets left on the runway.
- Equipment must be suitable for both asphalt and concrete

The Contractor is to note and ensure compliance to the requirements for vehicles and equipment to be used on the airside (service roads, aprons, taxiways, runways, etc.):

The following are operational requirements that shall be met prior to a permit been issued:

- Usage

These procedures apply to all vehicles and equipment operating airside of a site

- Operational Vehicles and Equipment

In instances where in the required documentary evidence of the vehicles age cannot be provided, the Apron Operations Permit shall not be issued.

- Any vehicle or moveable equipment accessing or entering airside is considered an operational facility and is required to have the appropriate signage and strobe light prior to obtaining access.
- Permission to utilize these vehicles shall be obtained from the authorised signatory at each site.
- Ensure that the lifespan of equipment and vehicles does not exceed the following limits:
 - Light commercial passenger vehicles (up to 12 passengers) – maximum age 8 years.
 - Heavy commercial passenger vehicles (up to 23 passengers) – maximum age 8 years.
 - Light commercial load vehicles (Gross Vehicle Mass not exceeding 3500 kg) – maximum age 8 years.
 - Heavy commercial load vehicles (Gross Vehicle Mass exceeding 3500 kg) – maximum age 11 years.
 - Non-motorised equipment – maximum age 11 years.
 - Specialised motorised equipment – age 15 years and
 - Specialised vehicles – age 15 years

Note: The lifespan of specialised motorised equipment and specialised vehicles, can be extended beyond fifteen (15) years (up until a maximum of 20 years), provided that:

- A condition assessment for ACSA-owned vehicles will be conducted as per the Asset
 - Service providers/contractors will be required to provide a condition assessment from the OEM/OEM-approved supplier, which shall include as a minimum:
 - ✓ Asset criticality – Is this asset critical to maintaining operations?
 - ✓ Physical state of the asset – How much longer can the asset continue to operate?
 - ✓ Safety – Is the asset safe for use in its current and future physical state?
 - ✓ Regulatory and Compliance Standards – Will the asset continue to comply with all applicable standards?
 - ✓ Lifecycle Phase – Is the asset new or due for replacement?
 - ✓ Performance – Is the asset able to meet its performance standards as per its design?
 - The equipment / vehicle has been maintained in accordance with the OEM requirements.
 - The equipment / vehicle has all critical spares available either locally or with OEM and can be supported for the duration of its useful life.
 - The equipment / vehicle is in a serviceable condition
- Strobe Light
 - A permanent medium size amber strobe light of a low intensity shall be fitted to the roof or other elevated /part of the vehicle or item of equipment.
 - The amber strobe light shall be visible from all angles.
 - The amber strobe light shall be serviceable and operated at the time of entering the access security point onto airside.

In the event that Aviation Safety Officer/Airfield Services representative /ARFFS Officer identifies that the strobe light is not serviceable, the driver/operator shall be requested to remove the vehicle/equipment immediately and have it repaired within 1 hour of notification. This violation shall not be taken into consideration for the confiscation of a Security Permit, but written warning penalty shall be issued for noncompliance.

- Exceptions to the amber coloured strobe light:
 - a. SAPS: Blue strobe lights.
 - b. Emergency Services: Red strobe lights and
 - c. ARFFS: Red strobe light.
- The following guidelines are recommended for the placement of a strobe light:
 - a. Forklifts: mounted on overhead steel structure.

- b. High Loader: mounted on overhead steel structure close to the driver's seating.
 - c. Catering vehicles: mounted on roof.
 - d. Ground Power Unit: mounted on the structure itself.
 - e. Air Start Systems (trucks): mounted on roof.
 - f. Conveyors: mounted on structure/roof of driver's cabin.
 - g. Tugs: mounted on the roof structure.
 - h. Passenger Aid Unit: mounted on roof.
 - i. Mobile steps: mounted on driver's area.
 - j. Cherry picker: mounted on the roof of truck.
 - k. Busses: mounted on roof.
 - l. Battery car: mounted on an erected steel frame and
 - m. Vehicles/Light delivery vehicles / microbus: mounted on roof.
- Signage
 - All vehicles and equipment including dollies and baggage wagons shall be registered and recorded at the Permit Office of each site.
 - The vehicle/equipment shall display signage which includes both prefix and a company logo.
 - The registration number of the vehicle/equipment shall not be used as a prefix.
 - The prefix shall be displayed in arial bold font, black or dark blue in colour and 200mm in height.
 - Where the prefix is not clearly visible on dark coloured vehicles and equipment, the prefix shall be displayed in white.
 - The company logo need not conform to the above standard, as each company has their specific logo.
 - The company's prefix shall be clearly visible and have a minimum of two (2) alphanumeric and two (2) numerical characteristics e.g. SP 01, BD 02 etc.
 - The prefix shall be displayed visibly on the front two (2) doors and the roof of the vehicle/equipment.
 - It is recommended that the prefix and logo be situated next to one another on the doors, but this shall be separated.
 - Signage shall be affixed permanently on all vehicles/equipment whether used permanently or as a contracting vehicle/equipment; and
 - Where the vehicle/equipment is being escorted, this shall not be required
 - Inspection of dolly's, trolleys, trailers and baggage wagons
 - These procedures apply to all vehicles and equipment operating airside of a site
 - Identification markings:
 - a. All dollies, trolleys, trailers and baggage wagons shall be numbered by the Airside Service Provider so that it is clearly identified.
 - b. A register shall be kept by the Airside Service Provider and can be inspected at any time for any reason by a designated person.
 - c. The register shall indicate the identification that has been allocated to each piece of equipment.
 - Low Intensity Amber Strobe Light
 - a. Low intensity amber strobe light required power source and is replaced by reflectors and yellow reflective marking strips on dollies, trolleys and trailers
 - Marking Strips
 - a. It is required in terms of Regulation 192A of the road traffic and Road Transportation Legislation that rear and side marking strips are required on all trailers, irrespective of weight or age.
 - b. A continuous reflective strip shall be required to identify at least 80% of the length and width of the trailer which includes motor vehicles and equipment.
 - c. The strips shall comply with SANS 2014, permanently marked with and E above which shall be a letter C denoting contour marking.

- d. The round reflectors shall be in accordance with Regulation 192 of the National Road Traffic Act, which refers specially to the colour and area to be fitted.
- e. The regulation states that reflectors shall be fitted to reflect:
 - ✓ White colour reflectors to the front.
 - ✓ Red colour reflectors to the rear; and
 - ✓ Yellow colour reflectors to the side which includes motor vehicles
- Fleet Maintenance Programme
 - a. In order to ensure that vehicles and equipment are serviceable, all Airside operators shall have a fleet maintenance program in place to ensure that maintenance activities are carried out in accordance with the Original Equipment Manufacturer (OEM) requirements for all vehicles, equipment, dollies, trolleys and trailer and baggage wagons.
 - b. The organisation has the right to audit the Airside operators fleet maintenance program and the fleet Maintenance records.

Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning
ACSA	Airports Company South Africa
AIP	Aeronautical Information Publication
AIT	Airside Induction Training
AMC	Airport Management Centre
ARFFS	Aerodrome Rescue and Fire Fighting Services
ATC	Air Traffic Control
ATNS	Air Traffic Navigation Services
AVOP	Airside Vehicle Operator Permit
BBBEE	Broad-Based Black Economic Empowerment
CAR	Civil Aviation Regulations
CATS	Civil Aviation Technical Standards
COID	Compensation for Occupational Injuries and Diseases
CPI	Consumer Price Index
CR	Construction Regulations
EAM	Enterprise Asset Management
EMS	Environmental Management System
FEM	Federated Employers Mutual Association
FOD	Foreign Object Debris
GAR	General Administrative Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
IAM	Infrastructure Asset Management
ICAO	International Civil Aviation Organization
LOTO	Lock Out Tag Out
MSDS	Material Safety Data Sheet
NOTAM	Notice to Airmen
OEM	Original Equipment Manufacturer

OHS	Occupational Health and Safety
PARTAC	Permit for Airside Road Traffic and Control
PPPFA	Preferential Procurement Policy Framework Act
RWY/TWY	Runway / Taxiway
SANS	South African National Standards
SHE	Safety, Health and Environment
TDZ	Touch Down Zone
VAT	Value Added Tax

Management strategy and start up

The Contractor’s plan for the service

At the contracting stage of this tender process, The *Contractor (winning bidder)* shall provide a plan that addresses each activity as outlined in the *Employer’s* requirements for the service. The plan shall include the following

- Starting and end date of the services
- Allocation of resources (personnel and equipment)
- Access on the manoeuvring area (PARTAC, AVOP, vehicle permit, personnel permits and equipment)
- Time and risk allowances
- Adherence to procedures as set out in the contract and airside operations
- Health, safety and environmental requirements
- Method statement on how each of the requirements as set out in the Employer’s requirements for the services will be undertaken, taking into consideration that some activities may require closure of affected taxiways or runways.
- Other Service information provided by the Contractor for the Employer’s acceptance

The *Contractor* is required to furnish the *Employer* with the working plan report (submission of brochures and supporting documents showing ownership; intention to hire/procure the water jetting equipment) demonstrating the proposed water jetting equipment and its functionality as per the technical specification detailed under the scope of work which incorporates the *Employer’s* work requirements upon which the report is subject to approval during contracting. The *Contractor* is to note that the rubber deposited on runways commonly covers the central portion of the TDZ areas. The runway pavement structure performance service level is impacted by the amount of rubber that is deposited onto the surface. The amount of accumulated rubber deposits is proportional to the volume of landings on the runway and is negatively influenced by poor maintenance (i.e., poor runway cleaning). Failure to remove rubber can result in:

- Legal implications in the event of accidents
- Non-compliance of International and National requirements and recommendations (ICAO, SACAA requirements) resulting to poor technical runway operations
- Runway intensive maintenance scope and costs escalations
- Loss of aerodrome operating licence

The *services* are required are to:

- Ensure proper maintenance of runways through rubber removal, centre line paint removal and deep cleaning
- Prevent runway safety risks that can result from accumulated rubber deposits

Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Monthly, date and time to be advised by respective airport representatives	Virtually or on site	<i>Employer, Contractor</i> and airport representatives of the <i>Service Manager</i>
Overall contract progress and feedback	Monthly, date and time to be advised by respective airport representatives	Virtually or on site	<i>Employer, Contractor</i> and airport representatives of the <i>Service Manager</i>

Unscheduled meeting, outside of those highlighted in the table above, can be convened by the *Service Manager* or the *Contractor* when necessary. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

All meetings shall be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the *conditions of contract* to carry out such actions or instructions.

Contractor’s management, supervision and key people

A schedule of *key personnel* to this Contract (as per the Schedules) will be provided to the *Service Manager* at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

The *Contractor* is to manage and supervise their *key personnel* inclusive of all parties that may be subcontracted to oversee the contract. The *Contractor* will be required to provide an organogram indicating all key people, contact details and responsibilities.

Documentation control

Work instructions, daily check sheets, monthly maintenance reports, breakdown reports, exception reports, etc. will all be in a format as agreed with the *Service Manager*. The *Contractor* will be required to keep a copy of signed-off works orders for proof of services rendered. All contractual formal communication shall be done using the TSC3 templates. All written communication shall be via email.

Invoicing and payment

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

The *Contractor* shall address the tax invoice to **Airports Company South Africa, indicating the serviced airport e.g. O.R. Tambo International Airport** and include on each invoice the following information:
 Name and address of the *Contractor* and the *Service Manager*;
 The contract number and title;
Contractor’s VAT registration number;
 The *Employer’s* VAT registration number 4930138393;
 Description of service provided for each item invoiced based on the Price List;
 Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;

(add other as required)

All invoices shall be emailed to the *Service Manager*, the service manager will then receipt the invoice and send it to finance for payment.

Insurance provided by the *Employer*

Refer to section C1.4 for insurance requirements.

Health and safety, the environment and quality assurance

The *Contractor* shall comply with the health and safety requirements contained in section C1.3

Health and safety risk management

The *Contractor* shall comply with the health and safety requirements contained in section C1.3

Environmental constraints and management

The *Contractor* shall comply with the environmental criteria and constraints stated in C1.3.

Quality assurance requirements

All work must be executed in accordance with prevailing industry norms and standards relating to quality ISO 9001 and safety ISO 14000. 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. The contractor shall ensure compliance to environmental regulations and standards.

The *Contractor* is to demonstrate quality management by submitting operators training certificates, of *key personnel*, equipment maintenance plans, and its service history. The Contractor is to demonstrate that contingency plans for cases of equipment break down are in place.

Procurement

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

No casual labour (i.e. "off the street" labour) may be employed by the Contractor unless pre-arranged with ACSA. Whenever this is required, the Contractor shall come to a suitable arrangement with ACSA regarding sourcing and screening of such individuals.

People

Minimum requirements of people employed

A schedule of *key personnel* to this Contract (as per **C1.2a**) will be provided to the *Service Manager* at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification.

It's the responsibility of the *Contractor* to ensure that personal and vehicle permits are obtained and kept up to date for the duration of the contract. All persons working on an aerodrome shall undergo police verification prior to personal permit award. It is advisable that the *Contractor* ensures that their key staff members have no criminal records or pending cases. Resources of the contractor will be required to obtain Airside induction training as well as Airside Vehicle Operators Permit.

Subcontracting

Preferred subcontractors

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

Working on the Affected Property

Works shall only be conducted after the last flight has landed and before the first flight departs.

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

Everyone employed by the contractor shall apply for a personal permit. It's mandatory to obtain a certificate of competency for Airside Induction Training to be applicable to qualify for a personal permit. No individual will be allowed access into the restricted area without a valid permit.

Rates will include the provision for direct costs incurred for obtaining all personal and vehicle permits (i.e. safety induction, AVOP (cost to cover vehicle branding, vehicle strobe lights), installation of vehicle squitters' ("A-SMGCS" - "advanced surface movement guidance control system" installed and operated by ATNS) and all the necessary requirements for vehicles etc. to gain Airside access, subject to the Service Manager's approval). The cost is to include the issue of permits, airside induction course (AVOP and AIT). The tendered lump sum shall be comprehensive and include all costs incurred for the attendance of the AIT course for all the *Contractor* personnel and for all other costs associated with the provision of all necessary permits as required by ACSA for the enablement of the project. The cost shall cover all fixed and time related obligations pertinent to this item, wherever applicable. The *Contractor* is to have a full understanding of the effect of the works on flight operations and must be able to plan per flight schedules and adjustments thereof. Except where instructed, works will take place at night. The illustrative costs of permits are provided in Annexure D of the Service Information.

All employees working at the airside are required to wear the following PPE:

- Safety Boots
- Reflective vests

People restrictions, hours of work, conduct and records

The rubber removal works shall be conducted at night as follows:

- a) The applicable work hours will thus be both day and night depending on the airport, however, work is mostly at night mostly between 23:00 to 04:30am the following morning. The *Contractor* is also to note that escort services will be provided by ACSA for vehicles entering the restricted areas where work is taking place.
- b) All plant used on site shall be equipped with suitable lights including flashing amber lights to enable the work to be properly performed and controlled at night. Night work will only commence if, the *Contractor* makes available all equipment, personnel and stand-by reserves to execute the work at night as if in normal daytime hours.
- c) Upon request, the *Contractor* shall make available a mobile flood light tower (These costs need to be included as part of the tender)
- d) The *Contractor* shall provide for artificial light to ensure the proper execution of the work in terms of the contract. The artificial lighting consists of at least the following:
 - At least 4 floodlight towers per work area shall be provided when works are performed during the night shift. A work area is defined as a pavement length of 50m and 10m wide in which night work is being done. The light in a work area shall be a minimum of 75 lux.
 - The power systems shall comply with the Occupational Health and Safety Act No 85 of 1993.

Site services and facilities

Provided by the *Employer*

The *Employer* will provide the *Contractor* with a water connection point.

Annexure A

Low service damages table

COMPLIANCE ITEM	STANDARD/REQUIREMENTS	METHOD OF MEASUREMENT	TARGET	DAMAGES
<p>OHS Compliance Uniforms and staff personal protective equipment</p>	<p>No repeat Audit findings from Safety Department or Service Manager. Working safely and following the OHS Plan of the Contractor Use of correct Personal Protective Equipment</p>	<p>No incidents related to non-use of PPE Periodic (typically monthly) OHS Audits done by the H&S Dept or inspections by Service Manager</p>	<p>100% compliance</p>	<p>First incident - Contractor pays R5000 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings. Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R5000 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in works and replacement of employee. - If the same offender commits the</p>

				<p>same offense more than 2 times within 6 months, from the first incident, the Contractor must remove the offender permanently from site</p>
Airport permits	Airport permits must always be displayed by the staff.	Random inspections by ACSA staff member	100 % compliance	<p>First incident - Contractor pays R5000 if staff members found non-compliant. Risk Mitigation Meeting to be held and risk recorded as Early Warnings.</p> <p>Incidents following the first incident - if any staff member from the same company is found non-compliant within 3 months period from first incident, contractor pays R5000 and the permits for those in breach are confiscated for 5 days. Contractor to make own arrangements at own cost to cover delays in work and replacement of employee.</p>

				<p>- If the same offender commits the same offense more than 2 times within 6 months, from the first incident, the Contractor must remove the offender permanently from site</p>
Housekeeping	Housekeeping during and after work- cleaning up after work is done.	Inspection by ACSA Surface maintenance staff	100 % compliance	Contractor pays R10 000 for grass, debris, papers or any other FOD not removed and is notified to clean up immediately. 10% of R10 000 is charged on the contractor on top of the initial R10 000 for every hour passing without contractor reporting to site and cleaning up
Interaction with the employer	Attend monthly meetings Personnel who can make decisions on behalf of the Contractor to attend the monthly meetings	Complete attendance registers Minutes of the Meeting Person attended same as the person on the Delegation of Authority, who is named as the	100% compliance	Contractor pays R5000 per scheduled meeting not attended. If a Maximum of 3 meetings are missed, A risk reduction meeting is held, and early warning is issued. Corrective action is agreed and

		Contractor Service Manager representing the Contractor, as per NEC clause 10.2		<p>monitored.</p> <p>4th meeting missed after risk reduction meeting is held and corrective action agreed, the Contractor is charged R10 000</p>
Work Completion	Work must be completed within agreed time frame for asset handover back to operations	<p>Site Inspection of work done will be conducted with the Fire and Rescue department to ensure the required quality, in the agreed timeframe.</p> <p>Facility handed over for operations</p>	100% compliance	<p>Any work on core critical assets such as runways and taxiways resulting in closure of these assets thus rendering them unusable/unavailable must be completed on agreed time failing which 60% of the total work order value will be deducted.</p> <p>A risk reduction meeting to be held with the contractor and minuted. Early warning is issued, for all work not completed on time</p> <p>If any breaches occur more than 30% of the time, based on issued task orders, Contract will be terminated</p>

<p>Quality</p>	<ul style="list-style-type: none"> • Materials must meet specifications requirements as outlined in COLTO/SABS standards • Equipment must meet specifications requirements as outlined in COLTO/SABS standards • Tolerances must meet specifications requirements as outlined in COLTO/SABS standards • Sub-standard work must be corrected by the contractor at own cost 	<p>Site Inspection done by ACSA Service Manager of work done to the required quality, in the agreed time.</p> <p>Contractor to submit the quality assurance documentation to ACSA.</p>	<p>100% compliance</p>	<p>First incident – Risk reduction meeting to be held and concerns minuted. hold back payment until works have been rectified and accepted by ACSA.</p> <p>Second incident - Risk reduction meeting to be held and concerns minuted. hold back payment until the works have been rectified and accepted by ACSA. Deduct 20% from invoice.</p> <p>Third incident - Termination</p>
<p>Existing Services Protection</p>	<p>Contractor to protect and guard against damage of existing services and infrastructure. Contractor to verify the existing services and take necessary precautions if unclear.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at own cost.</p>	<p>Inspection by ACSA Representative</p>	<p>100% compliance</p>	<p>Risk reduction meeting to be held and concerns recorded. Early Warning issued.</p> <p>Damage to existing services and infrastructure shall be repaired by the Contractor at their cost.</p> <p>The cost of business impact to be passed</p>

				<p>onto the Contractor.</p> <p>If the damaged existing services are not repaired and the cost incurred by the business is not settled, the service manager may hold the payment of invoices pending internal processes.</p>
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Annexure B

Permit Office Prices²

Charges

Modify charges

Type	Charge
PERSONAL	
Penalty - Permit Left in Boarding Gate Card Reader	
Penalty	9742
Permanent	
1st Lost Permit	197
2 yrs Permanent Permit	270
2nd Lost Permit	395
Add Colour	197
Add Colour & Icon	285
Permanent Permit without clips & Cardholder	270
Personal /Tool Permit	358
Personal AVOP/Cell/Tools/Camera Permit	622
Personal AVOP/Cellphone Permit	446
Personal/AVOP Permit	358
Personal/Camera Permit	358
Personal/Cellphone Permit	358
Reprint	197
Personal Permit Without Clip& Cardholder	
VEHICLE	
3 days to 1 month	
Add on charge	
1 - 3 months	321
3 - 6 months	643
6 - 1year	1362
Add On Charge	4786
Permanent	
6mnts-1 Year	1429
Change of registration	53
Edit Vehicle Permit	53
Transponder	785
vehicle permit and Transponder	2241

² Prices are representative, illustrative for the purposes of tender and subject to change. Contractor to confirm pricing upon application of permits. The Employer will not be held liable in any way for the costs of personnel or vehicle permitting or parking costs as these will be inclusive

PARKING

Basement

Basement Domtex

Basement International

Basement Parking

88

Diplomatic

Freight Parking

Agent Building

88

Lost

Basement

0

First Loss

107

Freight Parking

0

Second Lost

179

Transport operators

213

Permanent

ATOA

347

Diplomatic

622

Lost ATOA

731

Lost Diplomat Permit

846

Roadway stickers

Atoa

88

Temporary

TEMPORARY

3 days - 1Month

Personal Temporary

1 Day

553

1 Day without clip

553

2-5 Days

553

2-5 Days without clip & cardholder

553

Vehicle Temporary

1 - Day

53

1--3 months

352

2 - Days

108

3 Days

160

3 days - 1 Month

352

4-6 months

705

OTHER

Penalty Charges

10 Unretruned permits	55640
1st Damaged Permit	197
1st Loss Parking permits	261
1st Loss Personal Permit	467
1st Loss vehicle Permit	1606
1st loss Diplomatic Parking	846
2nd Damaged Permit	343
2nd Loss Dimplomatic Parking	975
2nd Loss Personal Permit	666
2nd Loss Vehicle Permits	1606
2nd loss Parking permits	502
Cardholders	16
Civil Aviation Offences Act (2permits)	31342
Crocodile clips	10
Penalty on transponders	8503
Permit Procuders non-compliance	21962
Permits left in the check-in counters	9742
Prorata - permit stuck in the check-in counter	9742
Reported/Unreturned Permits	55640
Strings	10
Unreported & Unreturned Permits	21962
Unreturned Vistors & Temporary Permits	5564

Permissions

AVOP	88
Camera	88
Cellphone	88
Tools	88

VISITOR

Permanent

1 - ad-hoc permit	1422
12 - ad-hoc permit	17064
2 ad-hoc permits	2844
3 ad-hoc permits	4266
4 ad-hoc permits	5688
5 ad-hoc permits	7110

Lost Permit

2846

Accept

Cancel

Charges

Modify charges

Type	Charge
PERSONAL	
Penalty - Permit Left in Boarding Gate Card Reader	
Penalty	9742
Permanent	
1st Lost Permit	197
2 yrs Permanent Permit	270
2nd Lost Permit	395
Add Colour	197
Add Colour & Icon	285
Permanent Permit without clips & Cardholder	270
Personal /Tool Permit	358
Personal AVOP/Cell/Tools/Camera Permit	622
Personal AVOP/Cellphone Permit	446
Personal/AVOP Permit	358
Personal/Camera Permit	358
Personal/Cellphone Permit	358
Reprint	197
Personal Permit Without Clip& Cardholder	
VEHICLE	
3 days to 1 month	
Add on charge	
1 - 3 months	321
3 - 6 months	643
6 - 1year	1362
Add On Charge	4786
Permanent	
6mnts-1 Year	1429
Change of registration	53
Edit Vehicle Permit	53
Transponder	785
vehicle permit and Transponder	2241

PARKING

Basement

Basement Domtex

Basement International

Basement Parking

88

Diplomatic

Freight Parking

Agent Building

88

Lost

Basement

0

First Loss

107

Freight Parking

0

Second Lost

179

Transport operators

213

Permanent

ATOA

347

Diplomatic

622

Lost ATOA

731

Lost Diplomat Permit

846

Roadway stickers

Atoa

88

Temporary

TEMPORARY

3 days - 1Month

Personal Temporary

1 Day

553

1 Day without clip

553

2-5 Days

553

2-5 Days without clip & cardholder

553

Vehicle Temporary

1 - Day

53

1--3 months

352

2 - Days

108

3 Days

160

3 days - 1 Month

352

4-6 months

705

OTHER

Penalty Charges

10 Unretruned permits	55640
1st Damaged Permit	197
1st Loss Parking permits	261
1st Loss Personal Permit	467
1st Loss vehicle Permit	1606
1st loss Diplomatic Parking	846
2nd Damaged Permit	343
2nd Loss Dimplomatic Parking	975
2nd Loss Personal Permit	666
2nd Loss Vehicle Permits	1606
2nd loss Parking permits	502
Cardholders	16
Civil Aviation Offences Act (2permits)	31342
Crocodile clips	10
Penalty on transponders	8503
Permit Procuders non-compliance	21962
Permits left in the check-in counters	9742
Prorata - permit stuck in the check-in counter	9742
Reported/Unreturned Permits	55640
Strings	10
Unreported & Unreturned Permits	21962
Unreturned Vistors & Temporary Permits	5564

Permissions

AVOP	88
Camera	88
Cellphone	88
Tools	88

VISITOR

Permanent

1 - ad-hoc permit	1422
12 - ad-hoc permit	17064
2 ad-hoc permits	2844
3 ad-hoc permits	4266
4 ad-hoc permits	5688
5 ad-hoc permits	7110

Lost Permit

2846

Accept	Cancel
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PART C4: SITE INFORMATION

C4.1 O.R. TAMBO INTERNATIONAL AIRPORT

O.R. Tambo International Airport is situated in the East of Johannesburg in Kempton Park, Ekurhuleni, Gauteng, South Africa, near the city of Johannesburg, 23 km north-west of the city Centre and 46 km south of Pretoria city Centre. O.R. Tambo entails of Airside pavements as follows:

Runways
TWO RUNWAYS
1. 03L = 4.4Km Long, 58m Wide
2. 03R = 3.4 Km Long, 58m Wide



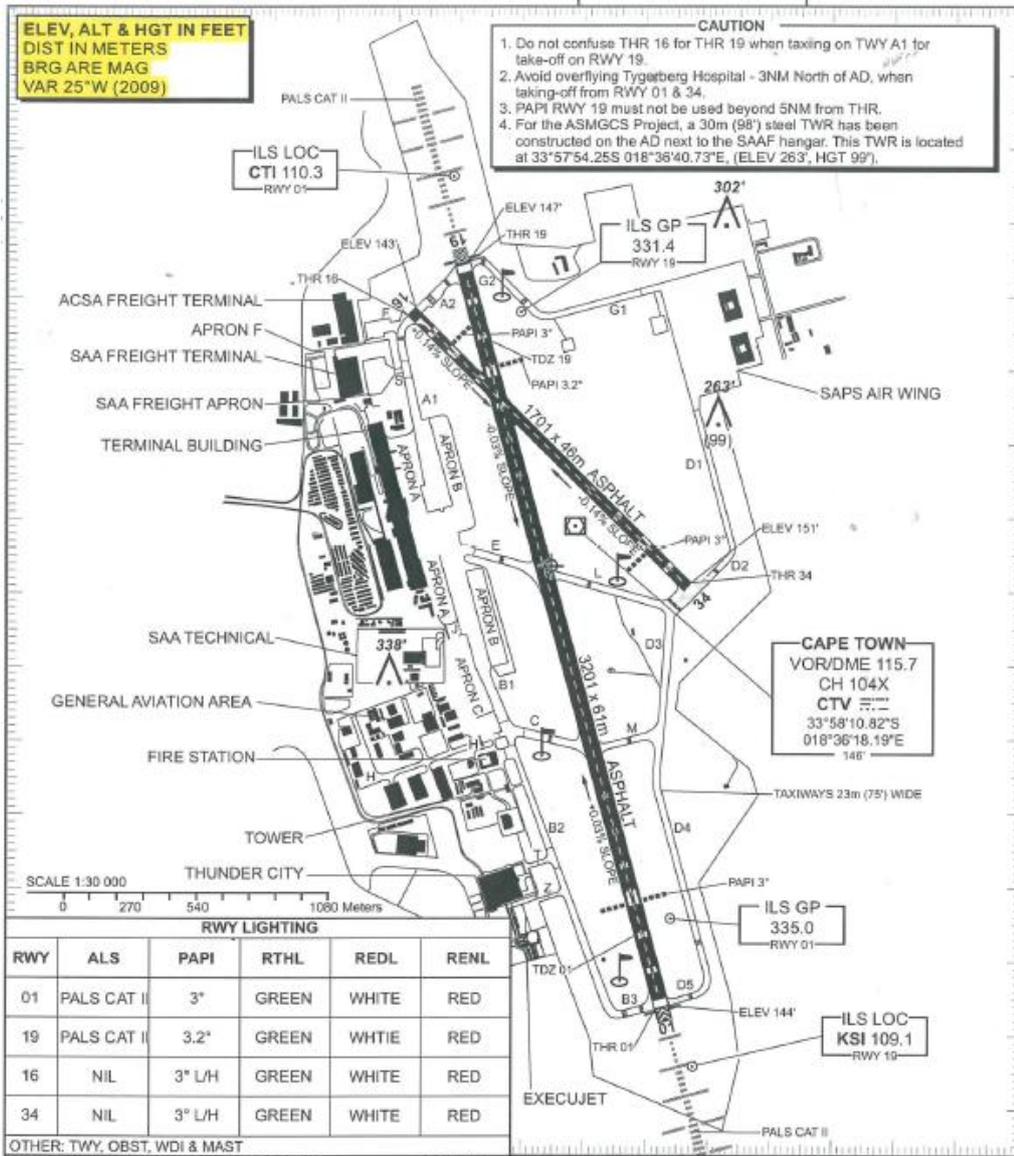
AIRPORTS COMPANY
SOUTH AFRICA

C4.2 CAPE TOWN INTERNATIONAL AIRPORT

Cape Town International Airport is situated in the Southeast of Cape Town CBD, Western Cape, South Africa, approximately 20 km east of the City Centre. Cape Town International Airport is situated adjacent to the N2 highway. The aerial photo below shows Cape Town International Airport:

Runways
TWO RUNWAYS
1. 01/19 = 3.2Km Long, 61m Wide
2. 16/34 = 1.7Km Long, 46m Wide

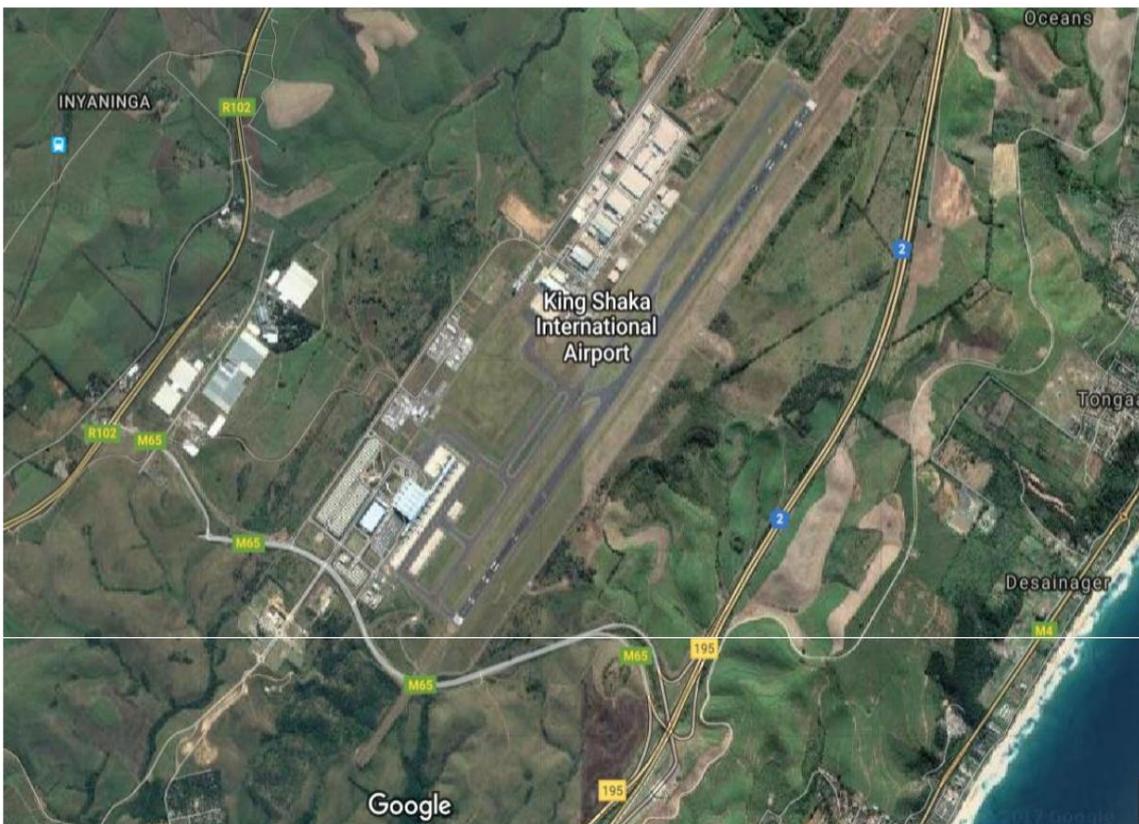




C4.3 KING SHAKA INTERNATIONAL AIRPORT

King Shaka International Airport abbreviated **KSIA**, situated about 35km north of the Durban City Centre (Kwa-Zulu Natal). King Shaka International Airport opened its doors to the general public on 1 May 2010, a month before the beginning of the 2010 FIFA World Cup which was hosted in South Africa. King Shaka International Airport replaced the existing Durban International Airport that was decommissioned upon the opening of the new airport. The GPS Co-ordinates for the terminal building are: 29.36'52"S 31.06'59"E / 29.61444S 31.11639E. The figure below shows the location of KSIA.

Runways
ONE RUNWAY
1. 06 / 24 = 3.7 km Long, 60m Wide

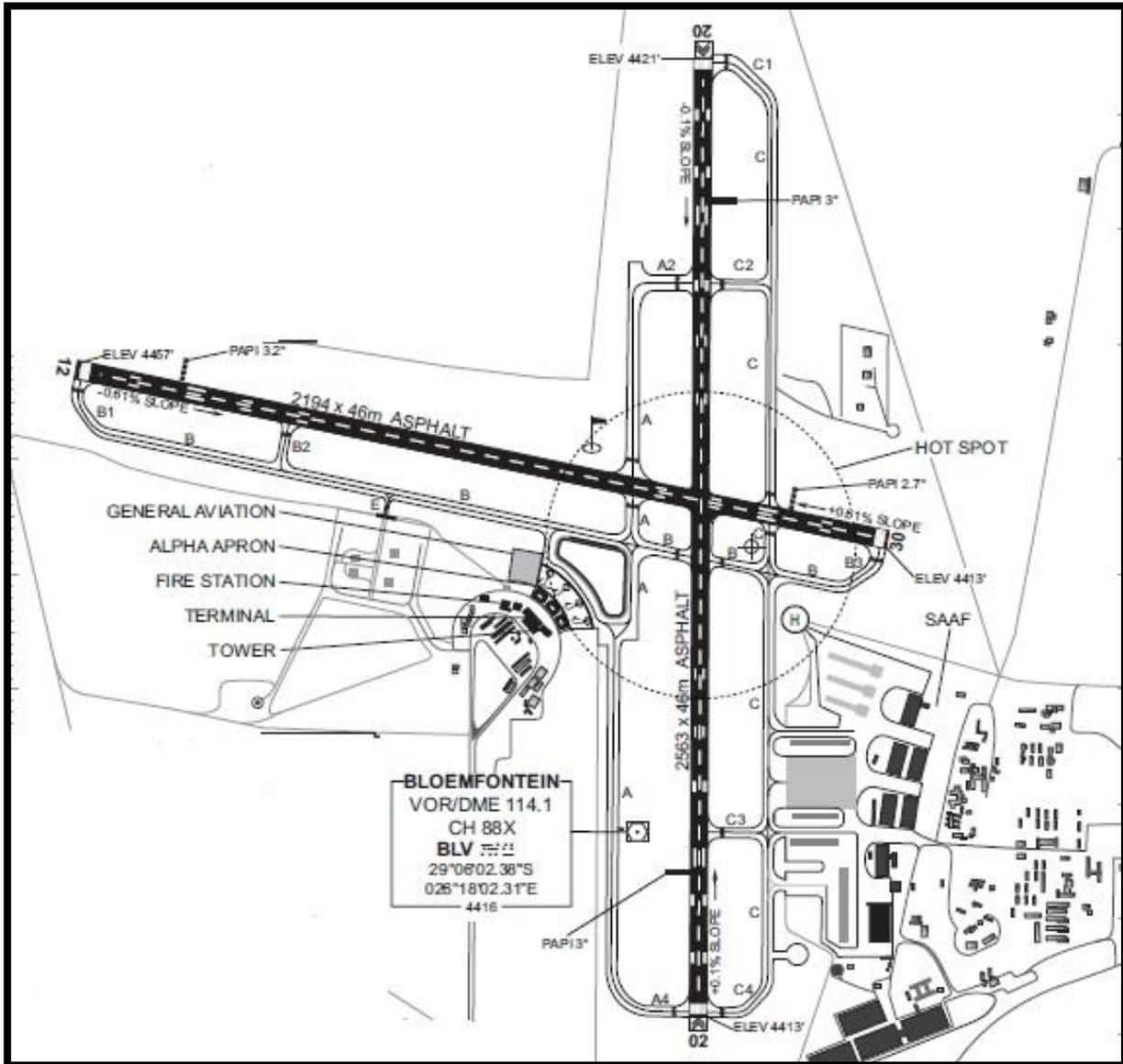


C4.4 REGIONAL AIRPORTS

C4.4.1 BRAM FISCHER INTERNATIONAL AIRPORT (IN BLOEMFONTEIN)

The locality map and the aeronautical chart of the Bram Fischer International Airport can be seen below. The airport is located outside Bloemfontein.

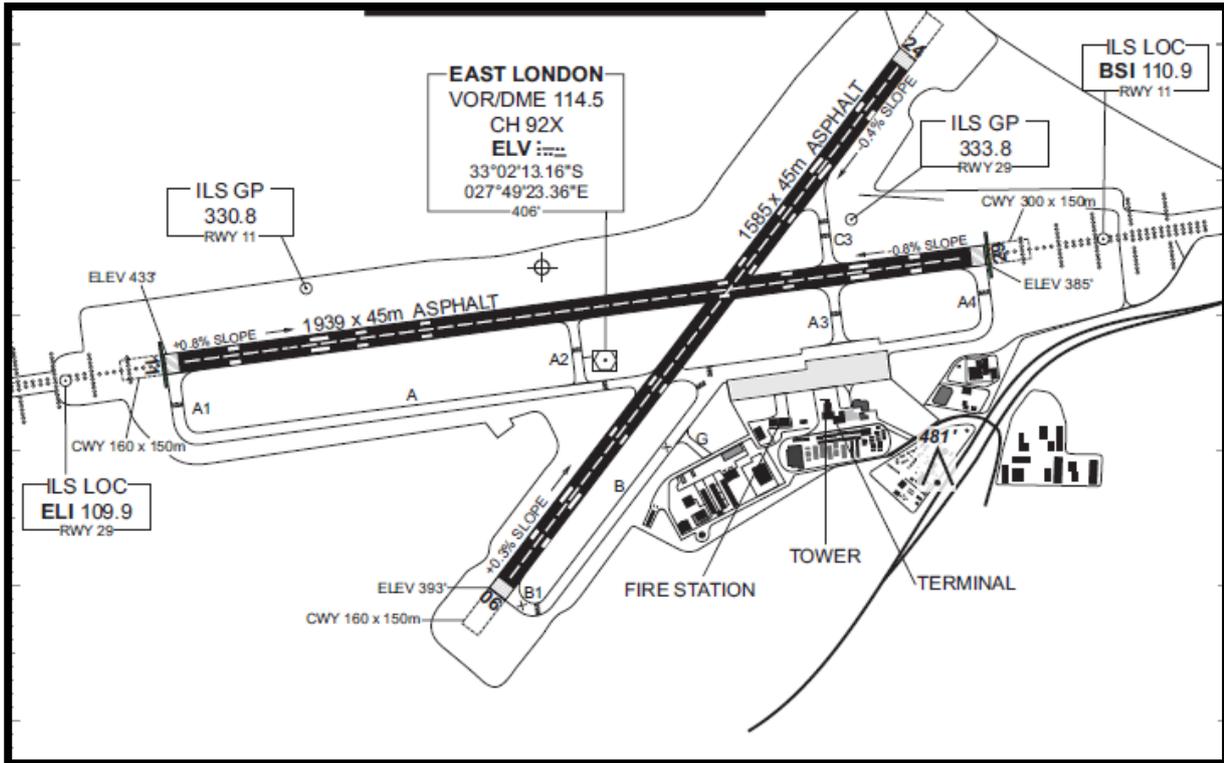




C4.4.2 KING PHALO AIRPORT (IN EAST LONDON)

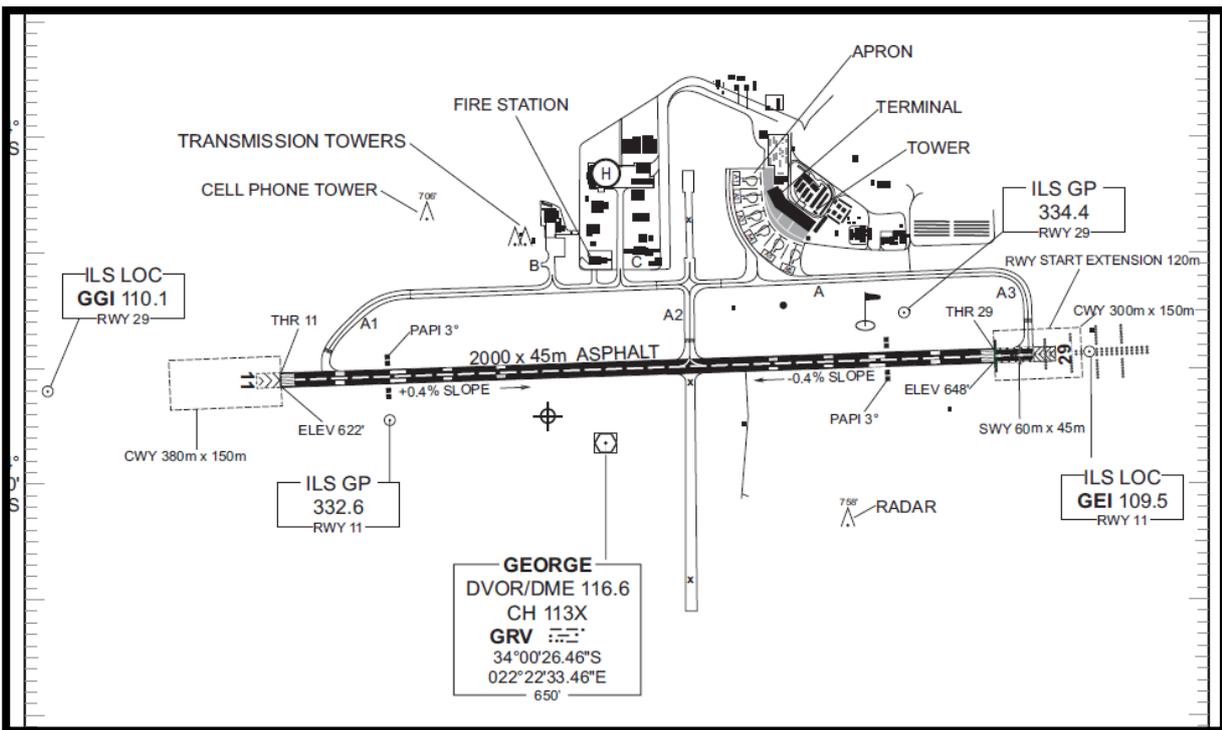
The locality map and the aeronautical chart of King Phalo Airport can be seen below. The airport is located outside East London.





C4.4.3 GEORGE AIRPORT

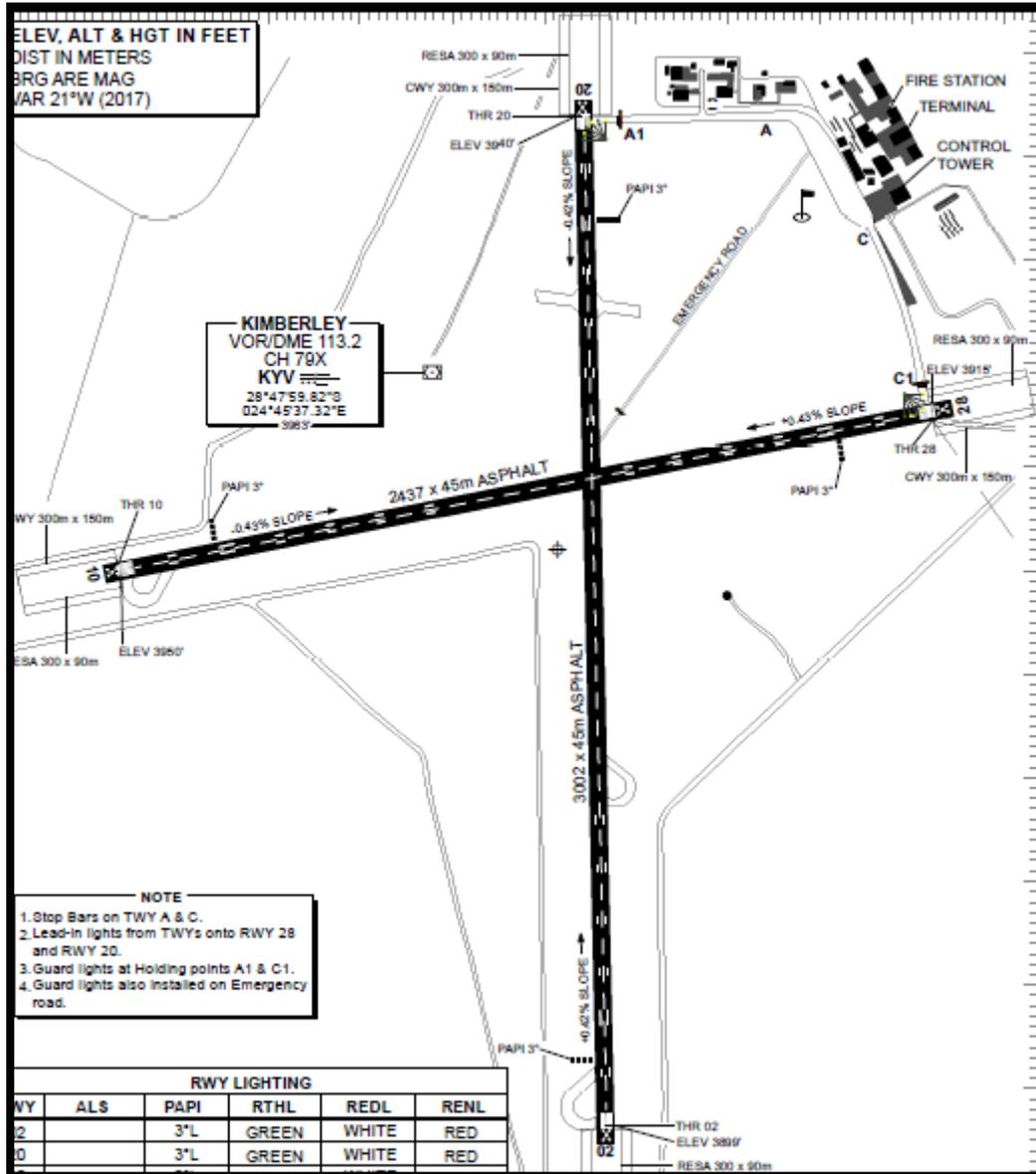
The locality map and the aeronautical chart of the George Airport can be seen below. The airport is located outside George.



C4.4.4 KIMBERLEY AIRPORT

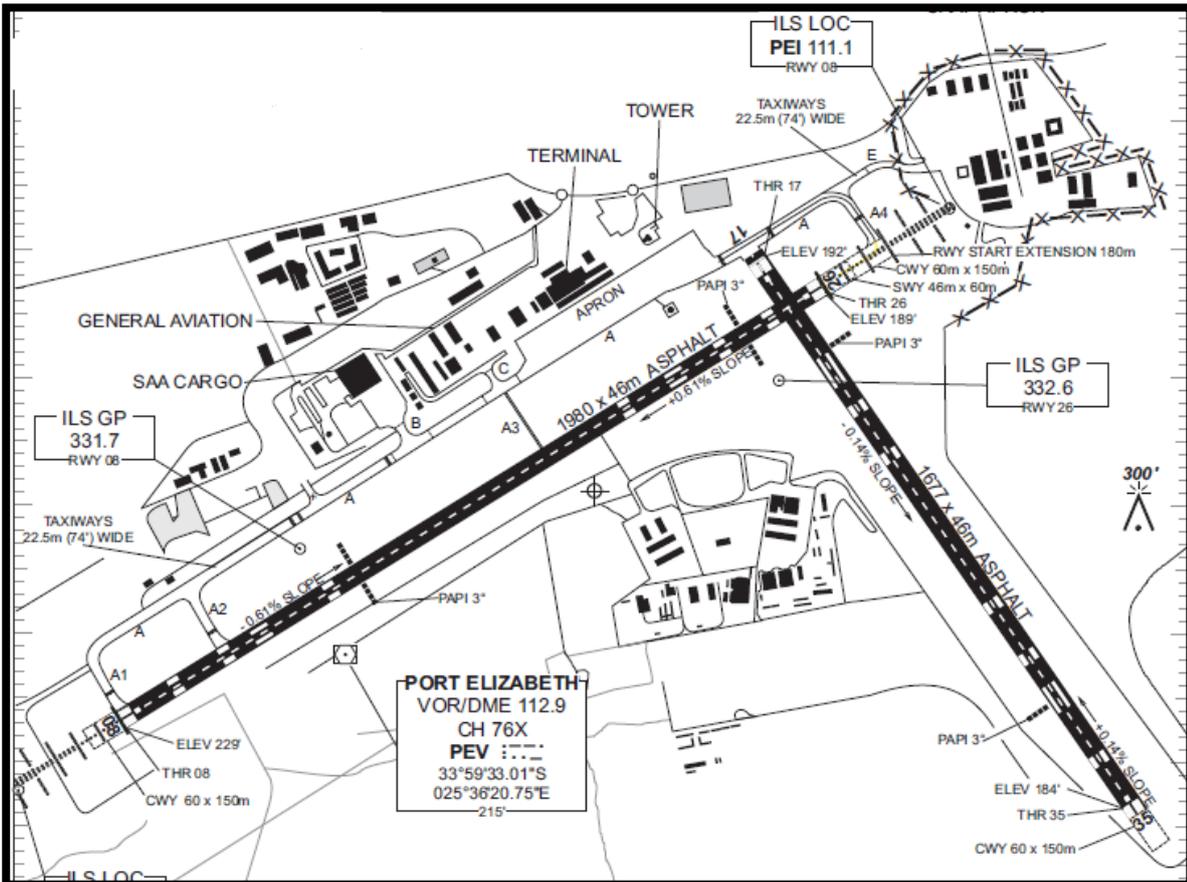
The locality map and the aeronautical chart of Kimberley Airport can be seen below. The airport is located outside Kimberley.





C4.4.5 CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (IN PORT ELIZABETH)

The locality map and the aeronautical chart of the Port Elizabeth International Airport can be seen below.



C4.4.6 UPINGTON INTERNATIONAL AIRPORT

The locality map and the aeronautical chart of the Upington International Airport can be seen below. The airport is located outside Upington.



