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AIRPORTS COMPANY
SOUTH AFRICA

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TITLE OF SERVICE: GENERAL BUILDING MAINTENANCE SERVICES AT CHIEF DAWID STUURMAN INTERNATIONA AIRPORT FOR A PERIOD OF THREE (3) YEARS.

NEC 3: TERM SERVICE CONTRACT (TSC)

Between **AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

Applicable at Chief Dawid Stuurman International Airport
(Registration Number: 1993/004149/30)

and

(Registration Number:)

for **GENERAL BUILDING MAINTENANCE SERVICES AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT FOR A PERIOD OF THREE (3) YEARS**

Contents: **No of pages**

Part C1	Agreements & Contract Data	TBC
Part C2	Pricing Data	TBC
Part C3	Employer Service Information	TBC
Part C4	Site Information	TBC

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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 General Building Maintenance Services at Chief Dawid Stuurman International Airport for a Period of three (3) years.

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

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

The offered total of the prices (**INCLUSIVE OF VAT**) is:

(in words) ……

…… Rand;

R…… (in figures)

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

for the contractor

Signature . . . . Date . . . .

Name . . . . Capacity . . . . . .

(Name and address of organisation) . . . .

. . . . . .

Name and signature of witness . . . . .

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Acceptance

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

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this Form of Offer and Acceptance)

Part C2: Pricing data

Part C3: Service information

Part C4: Site information

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

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

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

for the Employer

Signature . . . . . Date . . . .

Name . . . . . Capacity . . . . . .

Airports Company South Africa SOC Limited,

Chief Dawid Stuurman International Airport,
Allister Miller Drive
Aeropark Office Complex
Walmer
6065

Name and signature of witness . . . . . Date . . . . . .
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Schedule of Deviations

1 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
2 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
3 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
4 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .
5 Subject . . . . . .
Details . . . . . .
. . . . . .
. . . . . .
. . . . . .

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

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

Signature(s) .....

Name(s) .....

Capacity .....

for the Employer

Chief Dawid Stuurman International Airport,
Allister Miller Drive
Aeropark Office Complex
Walmer
6065

.....

Name & signature of witness ..... Date .....

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer:

.....

(Insert name and address of organisation)

Name & signature of witness ..... Date .....

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C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	**General**	
	The *conditions of contract* are the core clauses and the clauses for main Option:	
		A: Priced contract with price list (bills of quantities)
	dispute resolution Option:	**W1: Dispute resolution procedure**
	and secondary Options:	
		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
		X20: Key Performance Indicators
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract (April 2013)	
10.1	The *Employer* is (Name):	**Airports Company South Africa SOC Limited**
	Address	Chief Dawid Stuurman International Airport, Allister Miller Drive Aeropark Office Complex Walmer 6065

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10.1	The *Service Manager* is:	Louwrens Scheepers
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	**Chief Dawid Stuurman International Airport as set out in Part C4 *Site Information***
11.2(13)	The *Service* is	**General Building Maintenance Services for a three (3) year period as set out in Part C3 *Service Information*.**
11.2(14)	The following matters will be included in the Risk Register	Service Level Performance Adherence & Compliance to requirements The method statements, OHS Act, ACSA policy & procedure Legislation and regulation
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	**14 calendar days from Contract Date**
2	**The Contractor's main responsibilities**	**Detailed in Part C3 (Service Information)**
3	**Time**	
30.1	The *starting date* is	**TBC**
30.2	The *Service Period* is	**Up to three (3) years from the *starting date or until the contract value has been exhausted***

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4	**Testing and Defects**	**No data is required for this section of the *conditions of contract***
5	**Payment**	
50.1	The *assessment interval* is on the	**Every 4 weeks (Monthly)**
51.1	The *currency of this contract* is the	**South African Rand (ZAR)**
51.2	The period within which payments are made is	**30 days**
51.4	The *interest rate* is	**The prime lending rate of the Nedbank Bank, as determined from time to time.**
6	**Compensation events**	**No data is required for this section of the *conditions of contract.***
7	**Use of Equipment Plant and Materials**	**No data is required for this section of the *conditions of contract.***
8	**Risks and insurance**	**Refer to Part C1.4**
83.2	**The minimum amounts of cover or minimum limits of indemnity required for the insurance table**	**Refer to Part C1.4**
9	**Termination**	**No data is required for this section of the *conditions of contract.***
10	**Data for main Option clause**	
A	**Priced contract with price list (bills of quantities)**	**Refer to Part C2**
11	**Data for Option W1**	
W1.1	The Adjudicator is	**The person appointed jointly by the parties from the list of adjudicators contained below**
W1.2	The Adjudicator nominating body is	**The current Chairman of Johannesburg Advocate's Bar Council**
W1.4	The tribunal is	**Arbitration**

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W1.4	If the tribunal is arbitration, the arbitration procedure is	**The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)**
W1.4	The place where arbitration is to be held is	**Johannesburg, South Africa.**
W1.4	The person or organization who will choose an arbitrator	**The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.**
12	**Data for secondary Option**	
X1	**Price Adjustment for inflation**	**Price adjustment for inflation shall only take place on contract anniversary.** **Price adjustment for inflation will be limited to a maximum of consumer price inflation (CPI) as at the anniversary date of the contract.**
X2	**Changes in the law**	**No data is required for this secondary option.**
X17	**Low Service Damages**	**No additional data is required for this secondary option – Also refer to the Low Service Damages Table.**
X18	**Limitation of liability**	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	**Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue**
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	**The total of the Prices**
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	**The total of the Prices**

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X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	**The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.** **The excluded matters are amounts payable by the Contractor as stated in this contract for:** - **Loss of or damage to the Employer's property,** - **Defects liability,** - **Insurance liability to the extent of the Contractor's risks** - **death of or injury to a person;** - **infringement of an intellectual property right**
X19	**Task Order**	**No additional data is required for this secondary option**
X20	**Key Performance Indicators**	
X20.1	The *incentive schedule* for Key Performance Indicators is in	Refer to part C3
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Refer to part C3
Z	**The *Additional conditions of contract* are**	**Z1 – Z19**
	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 *Service Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
Z2	**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.	

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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**

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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;

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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* always keeps the Equipment used to Provide the Services free of all liens and other encumbrances. 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

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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

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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

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

Z16 Notification of a compensation event

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

Z17 BBBEE 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 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.

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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.

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PART C1 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 *working areas* are	See C3 'Service Information'
24.1	The *Contractor's Key people* are:	**CV's to be appended to Tender Schedule**
	Name: Job: Responsibility: Qualifications: Experience:	
	Name: Job: Responsibility: Qualifications: Experience:	
	Name: Job: Responsibility: Qualifications: Experience:	

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Name:

Job:

Responsibility:

Qualifications:

Experience:

11.2	The following matters will be included in the Risk Register	*Contractor to populate*

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.2: OCCUPATIONAL HEALTH AND SAFETY 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 SOC Limited 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 SOC LIMITED**
Physical Address: **Airport Company South Africa South Africa SOC Limited** **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"

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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 the Company;

1.3 “Parties” means the company 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 the company;

1.5 “Stakeholder” refers to companies conducting business at the company premises or within close proximity where there is an interface with company 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.

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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 Mandataries 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 Mandatary 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 Mandatary 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 Mandatary 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 Mandatary 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 Mandatary shall ensure that the clauses as hereunder described are at all times adhered to by himself / herself and his / her employees.

3.3 The Mandatary 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 shall 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 shall 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

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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.

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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.

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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 shall 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 be provided with copies of any written documentation and medical reports relating to any incident.

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

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

14. SUB CONTRACTORS

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

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

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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.

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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 shall 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 Mandatory 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 Mandatory 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 shall at all times comply with the following conditions:

- 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.
- The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHS Act

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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.

- 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.

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ACCEPTANCE BY MANDATARY

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

I …….. a 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 **DATE**
(Warrant his authority to sign)

Witnesses:

1. _____

2. _____

_____ _____

SIGNATURE ON BEHALF OF THE CLIENT **DATE**
AIRPORT COMPANY SOUTH AFRICA SOC LIMITED

Witnesses:

3. _____

4. _____

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.2: ACSA INSURANCE CLAUSES

Attach annexure A

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PART C1: AGREEMENTS AND CONTRACT DATA

C1.3: SERVICE LEVEL AGREEMENT

Operational hours

Normal airport operational hours shall be regarded as being **from 05:00 (Commencement of airport operations) to 21:30 (end of airport operations)** for every day of the year. However, this time will vary on a day-to-day basis based on the flight schedule for the day. Therefore, airport operational hours may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Contractors fee and rates.

Where work is required in areas that will impact passengers, airport operations or both then the contractor will only be permitted to work after operational hours on the day and must stop works and vacate site before operations commence the next day.

Human resources

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the airport, the Contractor shall ensure a sufficient quantity and effective allocation of staff to meet or exceed the Service Level Agreement.

Performance Management

Key Performance Area	When	Target	Low Performance Damage
1. Repairs completed on time as agreed between client and contractor	Always	Complete each work request / work order / task order within the time agreed between the contractor and client.	2.5% damages to be deducted from the value of the work request / work order / task order for every week delayed (7-day period) – Excludes handy man tasks included in the preventative maintenance schedules
2. Preventative Maintenance Schedules	Always	Complete all handy man related tasks as outlined within the scope of works	2.5% damages to be deducted from the total sum of monthly preventative maintenance fees. Deductions will occur once per month and will be limited to 2.5% of the total monthly preventative maintenance cost based on 4.34 weeks per month. Note: The low performance damage fee will be levied where specified work has not been completed within a 7 day period. All work which requires materials, equipment and services with long lead times greater than 7 days will be excluded from this assessment.
3. Preventative Maintenance Schedules	As needed	Complete each preventative maintenance schedule within the time allocated. (Weekly, Monthly, Quarterly)	R500 in low performance damages for failure to complete the schedules within the allocated time.
4. Lead time management	Always	The contractor shall ensure agreed time lines are adhered too	Where the 3rd party suppliers fail to adhere to agreed dates for supply, delivery or work completion then ACSA will reserve its right to request the contractor immediately find alternate suppliers.
5. Emergency Call Outs	As needed	Within 45 minutes from notification	R500 in low performance damages for failure to respond in the specified time.
6. Urgent Call Outs	As needed	Within 24 hours from notification	R250 in low performance damages for failure to respond in the specified time.
7. Staff compliment to be suitably qualified and experienced	As needed	The contractor must ensure that there is always qualified and experienced staff to attend to the works as set out in the specifications	R1000 in low performance damages and instruction to vacate site until such time the contractor can provide a suitably qualified and experienced staff member.
8. Housekeeping	Always	Contractor allocated areas must always be neat, tidy, and hygienically clean	R250 in low performance damages for every deviation found.

9. Safety & Environmental Compliance	Always	Always adhere to Safety and Environmental policy, procedure, regulation and legislation	Per ACSA safety & environmental requirements
10. Failure management	Always	Ensure there are no repeat failures which are due to poor workmanship and poor materials.	To repair per industry standard at own cost. Continuous repeat failures will result in a review of contractor's ability to perform works which may lead to contract termination.
11. Reporting	Monthly	Quality parameters as per specification in scope. Frequency of submission = Monthly by agreed date.	R250 per deviation

In addition to the low services Damages table, contractors will be evaluated on the following on a continuous basis:

Safety & Housekeeping	Information / Safety / warning sign(s) in place
	Isolation / cordon / barricading off area
	Equipment and materials is always moved in a suitable concealed trolley / toolbox
	Apology sign in place
Security	Permit card always clearly visible
	Clear sign of the name of contractor
Reliability	No repeat incident on equipment
	Adherence to SLAs
	Availability of equipment as per contract
	Routine inspection and assessment of operations
	Competence of staff
Finance	Invoices submitted to finance department on time and with correct order numbers.
	Cost control and efficiency improvements
Uniforms	To be properly dressed in overalls with company name for identification
Quality of workmanship	Work to be done according to correct practices and standards.
	Workmanship to be of a good quality
Submission of safety documents on a regular basis	Adhering to OHS Act & ACSA safety requirements, processes and procedures.

Parties agree to the above low service damages table. The low service damages do not influence the calculation of the contract sum/value.

I, _____ (name & surname) of _____ _____ (company) agree to the above conditions and acknowledge ACSA's right to impose low performance damages should I or any of my employees or sub-contractors fail to comply with these conditions.

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

at: _____ (airport name).

PART C2: PRICING DATA

C2.1 Pricing Assumptions

PRICING INSTRUCTIONS:

a. In contract, the works to be done will be instructed via a Task Order by the Service Manager or their delegated representative.

b. The work specification of what the activities entail is outlined in detail under Part C3. All rates shall include labour, plant and machinery costs inter alia, to fully execute the work / activity.

c. Materials will be paid for on a proven cost basis.

d. Specialised machinery costs will be paid for on a proven cost basis.

e. The schedule is formulated to be assessed on activities completed per month. However, work shall only be done with instruction via a Task Order. This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.

f. Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.

g. Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.

h. Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.

i. All rates quoted as part of this bid will apply to ad hoc works as/when required (additional work outside scheduled maintenance).

j. Do not leave any area blank in the pricing schedules (e.g., if not applicable (N/A) or included in cost elsewhere, indicate accordingly)

k. Permit costs:

   i) Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
   ii) No mark-up to be levied on Permit costs.
   iii) All employees will be checked for criminal records and no permit will be granted to those with criminal records.
   iv) Bidders to note that any changes in staff between permit renewal cycles of 2 years is for the cost of the Contractor.
   v) Cost for lost permits and new employees will not be reimbursed by ACSA.

l. 3rd Party Procured Items and Services:

   i) Spares (material), equipment and sub-contracted work will be charged at cost plus mark-up.
   ii) VAT shall not form part of mark-up calculations.
   iii) ACSA shall provide a storeroom where the materials will be stored.
   iv) The procured spares / materials quotes must be market related and contractor to provide a receipt/invoice from the supplier. Cost shall be net cost (excluding VAT) of goods/services supplied to site with all discounts deducted.
   v) All material supplied must be SABS approved.

m. The Bid offer must be inclusive of VAT.

n. The VAT portion must be indicated separately.

o. Payment for this contract will be against proven cost.

p. Annual Increases will be negotiated with CPI being the maximum granted.

C2.2 The Price List

1. PRICE SCHEDULE – FINAL SUMMARY

Item	Description	Consumer Price Inflation	Annual Total Excl. VAT
1	Year 1	**No Escalation in year one (1)**	R
2	Year 2	5%	R
3	Year 3	5%	R
4	Provisional Sum	-	R 1 021 462.00
Total Excluding VAT			**R**
Value Added Tax – 15%			**R**
Total Including VAT – Carried to Form of Offer			**R**

2. PRICE SCHEDULE – ANNUAL SUMMARY

#	Description	Annual Total Excl. VAT
1	Bills of Quantities 1 – Administration	R
2	Bills of Quantities 2 – Call outs & Labour Schedule	R
3	Bills of Quantities 3 – Preventative Maintenance Schedules	R
4	Bills of Quantities 4 - Common Works	R
5	Bills of Quantities 5 - Specialised Services / Rate Only Works / Ad hoc Works	R
6	Third Party Procurement	R
7	Provisional Sum: Ad hoc Works	R 250 000.00
8	Provisional Sum: ACSA Issue Permits	R 40 000.00
Total Excluding Escalation and VAT - Carried to Final Summary		**R**

Attach Annexed Price Schedule

- *BOQ 1 - Administration*
- *BOQ 2 – Call Outs & Labour Schedules*

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- *BOQ 3 – Preventative Maintenance*
- *BOQ 4 – Common Works*
- *BOQ 5 – Specialised Services*

6. Third Party Procurement

1) Spares and sub-contracted work will be charged at cost plus mark-up.
2) VAT shall not form part of mark-up calculations.
3) Cost shall be net cost (excluding VAT) of parts supplied to site with all discounts deducted.
4) Markup percentage will be subject to negotiations between the Bidder and ACSA.

Value of 3rd Party Goods & Services procured for the month	**Provisional budget allocation based on estimated annual spend (Actual Spend will Vary)**	**Mark Up Percentage**	**Provisional Budget Allocation based on estimated annual spend include mark up (Actual spend will Vary)**
R0 – R50,000	R 100 000.00	%	R
Over R50,000	R 50 000.00	%	R
Total Third Party Procurement Costs			

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PART C3: EMPLOYER'S SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	*Employer*'s Service Information	
	Total number of pages	

C3: EMPLOYER'S SERVICE INFORMATION

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Description of the *service*

Executive overview

Airports Company South Africa is focused on creating and operating world-class airports measuring up to international standards. The main focus for the general building maintenance service is to provide support to airport operations with adequate levels of availability, reliability, operability and safety at an acceptable cost.

The service provider will be responsible for the repair & maintenance of building & facilities, purchase of spares, hiring of equipment, advising ACSA of potential building & facilities risks, condition assessments, professional services and refurbishments/renewals/fit-outs all as and when required. All works will be carried out within the Chief Dawid Stuurman International precinct.

The service will be carried out on an as and when basis as determined by ACSA. T**he contractor will need to make allowance for the execution of preventative maintenance works when issued by the client which requires site presence to be a minimum of two (2) times per week during normal working hours (Day Shift) only. The minimum site presence must include at least 1 site supervisor, 1 handy man and 1 general assistant during normal hours (Day Shift) and other relevant personnel to carry out the scheduled works as deemed necessary by the contractor.**

The key objectives for this programme is to:

- Maintain ACSA facilities in line with relevant and applicable standards, regulations, legislation, and industry best practise.
- Optimize the service through out-put based service delivery.
- Ensure that asset availability targets are met.
- Ensure that asset reliability targets are met.
- Ensure that operability targets are met.
- Ensure that safety targets are met.
- Ensure that maintenance costs are optimized and executed at the lowest possible cost.

Employer's requirements for the *service*

The contractor will be tasked with executing various activities which fall within the defined scope of general building maintenance. The operating philosophy for this service will be tasked based on an as and when basis. (task-by-task call off basis)
The employer will periodically provide the contractor with one or more activities which must be completed within a specified time frame.

Rates tendered by the contractor on the appended bill of quantities and enclosed price schedules will be utilised when determining the amount due to the contractor for a particular task.

The scope of services included in this contract are aligned to the trades which are contained in the standard system of measuring building work in South Africa. (The standard system of measuring building work 1999, Sixth Edition (Revised), The association of South African Quantity Surveyors). The services are broken down to the following categories:

No	CATEGORIES	DESCRIPTION
1	Callouts & Ad-hoc labour requirements	Call out fees for emergency works and urgent works. Further provision is made for ad-hoc labour requirements which may arise during the contract period.
2	Preventative maintenance works	Preventative maintenance schedules are provided for execution by the contractor. The contractor must make provision for site presence of at least 1 supervisor, 1 handy man and 1 general assistant five times per week during normal hours (day shift) and 1 handy man and 1 general assistant five (5) times per week after hours (night shift) where preventative maintenance schedules have been issued. The clients reserves the right to issue Preventative Maintenance Schedules only as and when necessary. Therefore resources will be required on an as needed basis.
3	Common Work Tasks	Common or frequently occurring maintenance tasks are included in the bills of quantities. The contractor is required to ensure prices tendered cover all aspects which includes labour, transport, equipment, sundries, overheads and profit but must exclude supply of materials. Materials will be paid for on a proven cost basis.
4	Specialised Tasks – Rate only bills of quantities	Tasks aligned to building trades which are executed on ad hoc basis. The contractor is required to ensure prices tendered cover all aspects which includes labour, transport, equipment, sundries, overheads and profit but must exclude supply of materials. Materials will be paid for on a proven cost basis.
		Third party procurement and provisional sums is incorporated into the service to facilitate the purchase of materials, hire of equipment, procurement of sub-contracted works, specialised services and professional services.

Note: The service scope is specifically designed to have the flexibility to execute works on a wide range of tasks related to facilities within the airport precinct. The bills of quantities appended to this document provide a list of the common maintenance activities that can be anticipated.
The pricing schedule provides a framework which will allows the employer to leverage this service on an as needed basis where maintenance tasks arise.

WORK STREAMS

The work streams included in this service is:

REACTIVE MAINTENANCE	PREVENTATIVE MAINTENANCE	PLANNED MAINTENANCE	REFURBISHMENTS AND FIT OUT WORK
Will include all general building maintenance that will arise through asset failure(s), breakdowns or ad-hoc requirements.	Will include all maintenance activities listed on preventative maintenance schedules and specified in the scope of works for this service.	Will include all general building maintenance that will arise through time based or condition-based maintenance.	• Will include replacement / refurbishments where needed. • Will include project fit outs as required. • Will include new work as required.

WORK SCOPE

The work scope includes Alterations, Earthworks, Concrete formwork & reinforcement, Precast concrete, Masonry, Waterproofing, Roof coverings, Carpentry & Joinery, Ceilings partitions & access flooring, Floor coverings & wall linings, Ironmongery, Structural steelwork, Metal work, Plastering, Tiling, Glazing, Paintwork, Paperhanging and External works.

The table below consolidates the various trades into the following categories:

Category	Services Required
Building Works	Building works which include Alterations, Earthworks, Concrete formwork & reinforcement, Precast concrete, Masonry and Plastering.
Carpentry & Joinery	Repair or replace damaged or broken: doors, door frames, fire doors, cabinets, drawers, cabinet tops, skirtings, cills, shelving and provide new installations where requested.
Waterproofing	Repair / replace existing waterproofing installations. Provide new waterproofing installations. Includes liquid painted on water proofing, torch on applications and any other waterproofing technology which is appropriate.
Roof Coverings	Repairs / Replacements to damaged roofs and roof sheeting. Cleaning of gutters, downpipes and flushing debris out of storm water lines. Repairs / Replacement of damaged gutters and down pipes.
Ceilings, Partitions & Access Flooring	Repair / replace or provide new Ceilings, partions & access flooring.
Ironmongery	Repair / replace or provide new ironmongery. (Includes installation of maglocks with automation)
Floor coverings & Wall linings	Repair / replace or provide new floor coverings & wall linings which includes carpeting, vinyl and other forms of plastic floor coverings.
Furniture & Fixtures	Repair / replace or provide new benches, chairs, tables, table/chair wheels, chair seats, chair back rests, chair / couch upholstery, chair mechanisms, all office desks, tables and cabinets etc Repair / replace toilet roll holders, soap dispensers and any other wall mounted fixture as directed on an as and when basis
Glazing	Removal and replacement of damaged glass, building windows, doors and façades. Repairs where required (Includes frames, mullions, beadings etc) Provide new where required
Metalworks/Steelworks	Repair / replace welding of damaged steel/stainless steel/aluminium works, railings, sign brackets, trolley barriers, gutters, roof, canopies, shelters and gates, windows, doors, frames and shop fronts. Gate servicing, gate repairs (including electronic & mechanical components)

	Turnstyle & Mantrap door servicing and repairs (including electronic & mechanical components) Provide new installations on an as needed basis.
Painting	Removal of old paint, surface preparation (all types), painting of internal / external walls, floors, ceilings, planters; colour matching and touch ups. Paint to new surfaces.
Signage	Repair or replacement of damaged, faded or missing ACSA building signage. Provide new signage on an as needed basis.
Tiling	Removal, replacement of damaged floor / wall tiles and laying of new tiles. Provide new installations on an as needed basis.
Paperhanging	Repair / replace or provide new wall paper, wall decorations on an as needed basis.
External Works	Includes paving, kerbing, bollards, benches, landscape features and furniture.
Other	Ad-hoc requirements which can be executed by resources which are included in this service.

Note: Plumbing & drainage, electrical work and mechanical work may be required on an as needed basis in instances where Refurbishment or new fit outs take place and these trades are incorporated into the works. In all instances sub-contractors used must be suitably qualified, competent and certified/ accredited to carry out the works.

AREAS TO BE MAINTAINED

#	Area	Locality	m²
b.	Car Parks	Landside	34,479
c.	Car rental building	Landside	126
e.	Fire and Rescue Building	Airside	814
l.	Maintenance Buildings:	Airside	3400
m.	Aeropark Office Block A	Landside	860
n.	Aeropark Office Block B	Landside	860
r.	Main gate security building	Airside / Landside	96
t.	Terminal Building and Terminal Building Services Block	Landside	24 624
v.	Includes all areas within the airport precinct not mentioned above.	Airside / Landside	TBC

WORK MANAGEMENT

Work on this service will be instructed via task order. Only the resources required for the allocated tasks will be required on site. All work performed will be initiated, performed and regulated by a unique reference number(s) issued by ACSA.

A framework has been developed to facilitate the workflow on this contract and is outlined below.

Task Order Type	Description
Preventative Maintenance Schedules	**Preventative Maintenance Schedules**
	The preventative maintenance schedules will be generated and issued by the client on an as needed basis.
	The contractor will be required to perform the necessary inspections and execute the necessary repairs which are included in the schedules.
	Where preventative maintenance schedules are issued, the contractor must ensure a minimum site presence as stipulated elsewhere in the specification.
	Preventative maintenance teams while on site will need to attend to calls as they arise.
	The contractor must make provision for all expenses which includes but is not limited to transport to and from site, labour, tools, equipment, overheads, profit in their pricing.
	All materials required will be paid for separately through third party procurement.
Work Request / Work Orders	**Work Request / Work Orders (Reactive and planned tasks)**
	Where work required has been included in the bills of quantities as common works and rate only works.
	The contractor will schedule the necessary work and complete the work as agreed.
	The contractor and the client will refer to the rates contained in the pricing schedule to determine the amount due to the contractor.
	This aspect of the service is re-measurable and the contractor will only be paid for the quantity of work completed in the work order.
	The contractor must make provision for all expenses which includes but is not limited to transport to and from site, labour, tools, equipment, overheads, profit in their pricing.
	All materials required will be paid for separately through third party procurement.
Emergency	**Emergency call outs (45-minute response time)**
	Emergency call outs will be activated in the event of an emergency where the services of the contractor are needed to make safe or perform a task(s).
	Due to the nature of emergency, the response time needed will not be longer than 45 minutes from the time the call is made to the time the contractor arrives to site and notifies ACSA accordingly
	Emergency call outs will be attended by one (1) handy man and one (1) general assistant.
	The contractor must make allowance in his/her pricing for one (1) hour labour for both the Handy Man and General Assistant. One hour will be measured from the time the contractor notifies ACSA that they are on site and in attendance at the particular location of the emergency.
	The contractor must make allowance for transport and mileage required for this call out.
	The contractor must make allowance for all expenses and incidental costs associated with this call out.
	The contractor will attend and mitigate the risk within the allocated one (1) hour. In the event more time is required, then permission must be granted by the employer and will be reimbursed at the agreed hourly labour rates for the resources.
	Permission to procure third party services, equipment and materials to attend to the emergency must be approved by the employer.
Urgent	**Urgent call outs**
	Urgent call outs will be activated in the event of urgent works where the services of the contractor are needed to make safe or perform task(s).

	Due to the nature of urgent work, the response time needed will be no longer than 24 hours from the time the call is made to the time the contractor arrives to site and notifies ACSA accordingly
	Urgent call outs will be attended by one (1) handy man and one (1) general assistant.
	The contractor must make allowance in his/her pricing for one (1) hour labour for both the Handy Man and General Assistant. One hour will be measured from the time the contractor notifies ACSA that they are on site and in attendance at the location of the required work.
	The contractor must make allowance for transport and mileage required for this call out.
	The contractor must make allowance for all expenses and incidental costs associated with this call out.
	The contractor will attend and mitigate the risk within the allocated one (1) hour. In the event more time is required, then permission must be granted by the employer and will be reimbursed at the agreed hourly labour rates for the resources..
	Permission to procure third party services and materials to attend to the urgent work must be approved by the employer.

Preventative maintenance schedules - Work executed will fall within the categories of Reactive Maintenance, planned time-based maintenance, planned condition-based maintenance.

Preventative Maintenance Schedule (Weekly)

Inspections

No	Description
1	Conduct visual inspection of the Multistorey Parkade
2	Conduct visual inspection of the Piaaza area, drop off, shaded & long stay parking.
3	Conduct visual inspection of the terminal building departures and arrivals area. (Focus on areas exposed to passengers)

Activities

Note down all maintenance faults observed in line with the schedule.

Make safe any safety risk identified relating to a fault on building infrastructure.

Report safety risks which are beyond the scope of this service to the employer.

Carry out repairs that fall within the scope of the preventative maintenance schedule.

Preventative Maintenance Schedule (Monthly)

Inspections

Inspect the following areas on a monthly basis:

No	Description	
1	Car Parks	Landside
2	Car rental building	Landside
3	Fire and Rescue Building	Airside

4	Maintenance Buildings:	Airside
5	Aeropark Office Block A	Landside
6	Aeropark Office Block B	Landside
7	Main gate security building	Airside / Landside
8	Terminal Building and Terminal Building Services Block	Landside
9	Includes all areas within the airport precinct not mentioned above.	Airside / Landside

Activities

Note down all maintenance faults observed in line with the schedule.

Make safe any safety risk identified relating to a fault on building infrastructure.

Report safety risks which are beyond the scope of this service to the employer.

Carry out repairs that fall within the scope of the preventative maintenance schedule.

Preventative Maintenance Schedule (Monthly)

Inspections

Inspect the following areas on a quarterly basis:

No	Description	
1	Car Parks	Landside
2	Car rental building	Landside
3	Fire and Rescue Building	Airside
4	Maintenance Buildings:	Airside
5	Aeropark Office Block A	Landside
6	Aeropark Office Block B	Landside
7	Main gate security building	Airside / Landside
8	Terminal Building and Terminal Building Services Block	Landside
9	Includes all areas within the airport precinct not mentioned above.	Airside / Landside

Activities

Note down all maintenance faults observed in line with the schedule.

Make safe any safety risk identified relating to a fault on building infrastructure.

Report safety risks which are beyond the scope of this service to the employer.

Carry out repairs that fall within the scope of the preventative maintenance schedule.

Maintenance Tasks that are included in the preventative maintenance schedules (Weekly, Monthly, Quarterly):

CARPENTRY & JOINERY

- Refix / Realign existing steel door frame (Single door, Double door)
- Refix / Realign existing timber door (Single door, Double door)
- Supply and install new steel door frame (Single door, Double door) including preparing opening to receive new door frame.
- Supply and install new timber door/fire door (Single door, Double door)
- Carry out any other carpentry related repair / replacement on doors and door frames if not mentioned above.
  All materials paid for on a proven cost basis. (3rd party procurement)

CEILINGS, PARTITIONS AND ACCESS FLOORING

- Proprietary ceiling systems - Supply and replace powder coated main tee's
- Proprietary ceiling systems - Supply and replace powder coated cross tee's
- Proprietary ceiling systems - Supply and replace powder coated wall angle
- Proprietary ceiling systems - Supply and replace powder coated shadow line trim
- Proprietary ceiling systems - Supply and replace 600mm x 600mm ceiling tile
- Proprietary ceiling systems - Supply and replace 600mm x 1200mm ceiling tile
- Execute plaster board ceiling/bulkhead repairs/replacements up to 5m2 per location in patches. Multiple locations may need to be repaired per work order.
- Carry out any other ceiling/bulkhead repairs which do not exceed 5m2 in area.
  All materials paid for on a proven cost basis. (3rd party procurement)

IRONMONGERY

- Supply and replace lock set with handle for single timber/aluminium doors
- Supply and replace lock set with handle for double timber/aluminium doors
- Supply and replace barrel lock insert for single/double doors
- Refix existing door lock and handle for single and double doors
- Supply and replace ablution indicator bolt
- Refix ablution indicator bolt
- Supply and replace paraplegic door handle and lock
- Refix existing paraplegic door handle and lock
- Unlock / release lock mounted on door or gate - lost or damaged key
- Cutting of new keys
- Replace / Install maglocks, automate maglocks
- Refix loose door closures
- Adjust resistance on existing door closure
- Supply and install new door closure complete with mounting plates on wall and door
- Refix / adjust existing door hinges

- Replace door hinges
- Replace cabinet locks
- Realign / Reinstall existing soap dispenser
- Supply and install new soap dispenser
- Realign / Reinstall existing toilet roll holder
- Supply and install new toilet roll holder
- Carry out any other ironmongery related repair / replacement not mentioned above.
  All materials paid for on a proven cost basis. (3rd party procurement)

METAL WORK

- Refix/Remount/Realign existing aluminium door frame (Single door/Double door)
- Supply and install new aluminium frame (Single door / Double door)
- Supply and install new aluminium door (Single door / Double door)
- Carry out any other repair / replacement to aluminium doors/frames/windows not mentioned above.
  All materials paid for on a proven cost basis. (3rd party procurement)

REPAIR / REFURBISH / REPLACE FURNITURE AND EQUIPMENT

- Refix / replace loose or damage fixings to Boardroom/office desks/tables
- Repairs / replacement of panels/tops to Boardroom/office desks/tables
- Repairs / replacement of drawers/doors to Boardroom/office desks/tables
- Repairs / replacement to cabinets, tops, doors and shelfs in offices and kitchens etc
- Repairs to Chairs, chair seats, chair back rests, chair wheels and chair mechanisms
- Repair or replace seat or back rest panel and clean steel structure of terminal seats.
- Repairs / replacement to Blinds
- Repairs / replacement to bins
- Repair / reupholster seating
- Carry out any other furniture related repair / replacement not mentioned above.
  All materials / services paid for on a proven cost basis. (3rd party procurement)

Carry out any other handy man or general building related task not specified in the listed items above as well as on the bills of quantities.

LEGAL REQUIREMENTS

The service provider is required to ensure compliance with all legal requirements pertaining to this service. This includes national, regional legislation as well as local Municipal By-Laws. The key legislation and regulations include but is not limited to the following:

- National Building Regulation
- Relevant South African National Standard(s)
- Occupational Health and Safety Act: Section 9 of the Occupational Health and Safety Act 1993
  The act also imposes a duty on companies and directors to ensure, as far as reasonably practicable that persons other than just those in their employ who may be directly affected by their activities are not exposed to health and safety hazards. Safety shall be strictly adhered to at all times.

INCIDENTS

All safety incidents must be reported to the Service Manager and subsequently to the Safety Manager in writing.
All environmental incidents must be reported to the Service Manager and subsequently to the Environmental Manager in writing. Records of the above must be kept on site at all times.

INSPECTIONS AND AUDITS

ACSA always has a right to inspect and audit the facilities of the service provider. Corrective measures must be taken at the cost of the service provider to address noncompliance's found.
The service provider is also required to inspect its own facilities per prevailing regulation and provide proof when required.
The service provider must provide a list of personnel appointed in terms of the Occupational Health and Safety Act as well as those appointed to oversee environmental compliance.

Interpretation and terminology

The following abbreviations/terms are used in this Service Information:

Abbreviation / Term	Meaning given to the abbreviation/term
PM - Planned Preventative Maintenance	Preventative maintenance (FTM – Fixed Time Maintenance), defined as the type of maintenance where repairs or replacement actions are performed at predetermined, fixed, intervals to prevent failures from becoming reality.
CM - Corrective Maintenance	Maintenance carried out after a failure has occurred and intended to restore an item to a state in which it can perform its required function. Corrective maintenance can be planned or unplanned.
Predictive maintenance or condition-based maintenance	Predictive maintenance or condition-based maintenance (CBM), defined as the type of maintenance trying to predict the condition of the equipment and plan maintenance strategy accordingly. Once the condition is known a decision is taken to take the equipment out of service for repairs or to leave it in service for an extended period of time based on the condition of the equipment.
Proactive maintenance or engineer out maintenance	Proactive maintenance or engineer out maintenance (EOM), defined as maintenance or task performed to prevent failure. It also involves the development of new facilities or changing of existing facilities. Updating or putting new procedures in place is also a form of EOM.
Unplanned Maintenance-Breakdown Maintenance;	Breakdown maintenance, defined as that maintenance which was unforeseen and is necessary to restore the serviceability of the physical asset.
Minor/smaller approved Project related Maintenance work	Project maintenance, defined as that maintenance which involves the development of new facilities or changing of existing facilities.
Functional Failure	A functional failure is the inability of an item (or the system/sub-system in which it is installed) to meet a specified performance standard.
Potential Failure	A potential failure is an identifiable physical condition which indicates that a functional failure is imminent.

Asset Life	Period from asset creation to asset end of life.
Condition	The physical state of the asset.
Maintenance	All actions intended to ensure that an asset performs a required function to a specific performance standard(s) over its expected useful life by keeping it in as near as practicable to its original condition, including regular recuring activities to keep the asset operating.
Risk Register	A record of information that stipulates the risks identified, the levels of risk exposure before and after implementation of risk controls and details of appointed risk owners as a minimum.
CMMS	Computerized maintenance management system
ACSA	Airports Company South Africa
KSIA	King Shaka International Airport
Third Party Procurement	The purchase of materials, hire of equipment and the procurement of subcontracted services.
Ditto	Use to indicate something already said is applicable a second time.

Management strategy and start up.

The *Contractor*'s plan for the *service*

A plan is to be submitted by the service provider which details how the service will be executed describing the processes or procedures that will be followed which aligns to the requirements of this service. The service provider will in his/her plan focus on the following aspects.

- Output based services on an as needed basis
- Preventative Maintenance Schedules
- Managing work in terms of time, cost and quality
- Third Party Procurement
- Safety
- Use of specialized / professional services
- Warrantees & Guarantees
- Staff turnover – Loss of qualified and experienced staff
- Training aligned to scope of works. Specific attention is drawn to working at height among others.
- Reporting

In addition, the service provider will submit the following plans:

EMERGENCY RESPONSE PLAN

The appointed contractor will have an onsite emergency response plan to deal with various emergencies (including, but not limited to: spills and pollution, flood, fires, bombs etc.) that will be documented and available on site.
The emergency response plan shall be simulated within 30 days of commencing with the contract. The appointed service provider shall ensure that all requirements including training is implemented.

Further, simulation will take place on an annual basis where findings and observations from the simulation shall be carried through in the form of lessons learned, refresher training and updates to the emergency response plan.

CONTINGENCY PLAN

The contractor is to provide ACSA with a contingency plan demonstrating ability to maintain continuity of service that will cover but is not limited to the following aspects:

- Labour unrest – Risks arising from labour disputes.
- Civil unrest – Risks arising from public/civil unrest.
- Natural disasters (example: global pandemics such as COVID19, Acts of nature such as flooding etc)
- ACSA's exposure to third party service provider(s).
    - ACSA is not adversely affected by any challenges experienced by third party service providers in performing.
    - ACSA is not adversely impacted by increased tariffs/prices/rates charged by these third parties.

Note: Escalation on contracted rates is limited to the consumer price inflation percentage applicable on the anniversary of the contract each year. Additional increases will not be permitted.

Management meetings

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

The meetings will be conducted formally. The Contractor needs to ensure the availability of the representative with a delegated authority to attend these meetings. The meeting minutes will be recorded and distributed to the Contractor electronically for record keeping and actioning of the agreed activities.

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

Title and purpose	**Approximate time & interval**	**Location**	**Attendance by:**
Overall contract progress and feedback, risk register, feedback on early warnings and compensation events	Monthly on _TBC_ at ___TBC	KSIA	*Employer*, *Contractor* and ___TBC
Ad Hoc Meetings for a specific purpose	As and when required	KSIA	TBC

Meetings of a specialist nature may be convened as specified elsewhere in this Service Information or if not so specified by persons and at times and locations to suit the Parties. Records of these meetings shall be submitted to the *Service Manager* by the person convening the meeting within five days of the meeting.

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

Contractor's management, supervision and key people

- The service provider will ensure that a suitably experienced and qualified site manager/supervisor is appointed to manage the service. The service manager / supervisor shall possess a qualification in the built environment (NQF 6 or higher)
- The service provider will ensure that artisans and skilled tradesmen are competent, suitably qualified, and experienced. Artisans are to be trade tested/ trained and possess relevant experience.
- The service provider will ensure that regulatory and legislative compliance is performed by competent individuals as specified in relevant regulations and legislation.

In the event of a person being replaced the Contractor must inform the Service Manager prior to the replacement and also submit an amended Resource Proposal accordingly. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification.

All instructions and authorisations on this contract will come from the client's Service Manager or his defined representative.

Contract management organogram required as submitted in the resource plan in the tender document.

The contractor will provide the following key personnel.

Personnel	**Description**
Site manager / Supervisor	Built environment qualification – NQF 6 or higher and suitable experience
Carpenter	Trade tested / Trained artisan and suitable experience
Painter	Trained and suitable experience
Plasterer	Trade tested / Trained artisan and suitable experience
Welder	Trade tested artisan and suitable experience
Tiler	Trained and suitable experience
Brick layer	Trade tested / trained artisan and suitable experience
Handy man	Matriculated – Grade 12 / grade 11 (School) and suitable experience
General Assistant	Matriculated – Grade 12 / grade 11 (School) and suitable experience
Ad-Hoc personnel	Skilled personnel required to perform ad-hoc task(s) will be suitably qualified and experienced per industry standard.
OHS	Skilled personnel required to perform OHS related task(s) will be suitably qualified and experienced per industry standard.

Provision of bonds and guarantees

Guarantees / warrantees will be issued by the contractor for every task completed effective from the date the task is completed and accepted by the employer. The guarantees / warrantees will remain valid for a period of 6 months thereof. Where a product manufacturer provides a written guarantee / warranty exceeding six (6) months then the contractor shall extend their guarantee / warranty on workmanship to coincide with the guarantee / warranty provided by the manufacturer.

It should be noted that a signed and completed Job card by both the contractor and employer confirming the work has been completed will be regarded as the guarantee/warrantee.

Documentation control

The following documentation must be provided by the appointed Service Provider:

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

- Summary of all maintenance activities carried out
- Pack includes signed copies of task orders completed for the month.
- Copy of claim for the month.
- Operations (General, challenges, achievements, improvement areas)
- Copy of preventative maintenance schedules (infrastructure condition assessment).
- Review suitability of safety files, risks and treatment.
- Inventory of materials on hand.
- Safety Audit reports & Copies of registers from tool box talks held.
- Lessons learned

  The report must be submitted in a user friendly and in a compatible format agreed by ACSA upon award.

- The contractor must ensure that insurance for compensation for occupational injuries and disease – COID (Workman's Compensation) remains valid, up to date and in place at all times for employees working on ACSA premises. Proof will be requested at regular intervals.
- The contractor must ensure that insurance requirements as outlined in the attached ACSA insurance specification is valid, up to date and in place at all times for the duration of the contract. Proof will be requested at regular intervals.
- The contractor shall ensure that all employees working on ACSA premises have completed medicals certifying them fit to work. Note, ACSA permits are issued subject to there being a medical in place certifying the employee fit to work.

General Information

For the duration of the contract, the Contractor will acquire extensive intellectual property about the associated assets, equipment and procedures. Any such intellectual property must be handed over to the Employer at the end of the Service Period. These will include, but is not limited to, the following:

- Reports
- Memorandums
- Drawings
- Operating manuals
- Service history books
- Pictures
- Video Clips
- Audio Clips
- Spread sheets / Data bases
- Meeting minutes
- Communiqués
- Files
- Warranties

Computerized Maintenance Management System (CMMS)
The contract deliverables will interact extensively with ACSA's CMMS system. The work orders/task orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

COMPUTERISED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

Procedure General

- The contractor will be issued with a list of maintenance requirement(s) which need to be assessed and subsequently actioned.
- The contractor will review the list and perform the necessary condition assessments and inspections.
- The contractor will report back to the employer within the specified time frame on the scope of works, time line for completion and estimated total cost of the works based on the rates approved in the bill of quantity.
- The employer will then approve the work that must be executed and will issue official instruction to proceed.
- The task orders issued to the contractor will be titled 'work order'
- "Work Orders' are separated into to two (2) categories which are,
  - Planned work orders
  - Unplanned work orders
- Each work order issued to the contractor will have a unique reference number for the work that is to be done.

- The contractor will complete and submit the completed work order to the employer once the work on site is completed.
- The work order will be completed on the prescribed form and will have attached support documentation which includes, third party invoices, labour schedules, work plans etc.
- The work will be regarded as closed once the employer has received confirmation the work on site is completed, the complete work order is submitted to the employer, the employer has acknowledged receipt of the submission and the employer has carried out inspection and confirmed the work has been completed as agreed.
- **Payments for work done will only be processed for completed and closed work orders.**
- The contractor will ensure that a copy of all submissions is retained by the contractor for the duration of the contract.

Invoicing and payment

Invoices will be itemized per the price schedule.
When invoicing, the *Contractor* shall ensure that all required reports for the corresponding month are Attached to the monthly invoice. The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time. The *Contractor* shall address the tax invoice to ACSA and include on each invoice the following information:

- Name and address of the Contractor and the Employer;
- The contract number, Blanket Purchase Order Number and contract title;
- Contractor's VAT registration number;
- The Employer's VAT registration number;
- Description of service provided for each item invoiced based on the Price List;
- Total amount due invoiced excluding VAT, the VAT and the invoiced amount including VAT
- Duly completed signed payment certificate

All payments shall be made by electronic transfer into the *Contractor*'*s* bank account.
The *Employer* may set off any amounts due and payable from the *Contractor* pursuant to the terms of this Agreement against any amounts payable by the *Employer* to the *Contractor* on any invoice. If the amounts payable by the *Contractor* to the *Employer* exceed the amounts payable by the *Employer* to the *Contractor* pursuant to an outstanding invoice under this Agreement, then, at the *Employer 's* option, the Service Provider shall either issue a credit note for the net amount which the *Employer* may set off against any other invoices rendered by the *Contractor*, or promptly pay the amount to the *Employer.*

ESCALATION

Escalation will be limited to a maximum of Consumer Price Inflation (CPI) on the anniversary date of the contract.

Contract change management

- Early Warnings to notify the contractor or employer of arising risks.
- Risk Registers for the recording of risks to the service
- Further requirements to be announced during course of contract execution in line with contract provisions of the NEC Term Service Contract.

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

All costs which relate to compensation events must be retained by the service provider for the duration of the contract and must be available for review when required.

Insurance provided by the *Employer*

Refer to attached Insurance specification from the employer.

Training workshops and technology transfer

To be discussed and agreed as and when required.

Design and supply of Equipment

To be discussed and agreed as and when required.

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

Equipment

None

Information and other things

All intellectual property issued to the service provider must be returned to the employer on completion of the contract. All intellectual property, manuals, instructions, drawings and specifications arising from the service must be handed over to the employer at the end of the service period.

Management of work done by Task Order

Computerized Maintenance Management System (CMMS)
The contract deliverables will interact extensively with ACSA's CMMS system. The work orders/task orders will have unique reference numbers. All additional specific / specialized inspection and maintenance sheets must be attached to the appropriate work order and submitted to the ACSA CMMS coordinator.

COMPUTERISED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

Procedure General

- The contractor will be issued with a list of maintenance requirement(s) which need to be assessed and subsequently actioned.
- The contractor will review the list and perform the necessary condition assessments and inspections.
- The contractor will report back to the employer within the specified time frame on the scope of works, time line for completion and estimated total cost of the works based on the rates approved in the bill of quantity.
- The employer will then approve the work that must be executed and will issue official instruction to proceed.
- The task orders issued to the contractor will be titled 'work order'
- "Work Orders' are separated into to two (2) categories which are,
  - Planned work orders
  - Unplanned work orders
- Each work order issued to the contractor will have a unique reference number for the work that is to be done.
- The contractor will complete and submit the completed work order to the employer once the work on site is completed.
- The work order will be completed on the prescribed form and will have attached support documentation which includes, third party invoices, labour schedules, work plans etc.
- The work will be regarded as closed once the employer has received confirmation the work on site is completed, the complete work order is submitted to the employer, the employer has acknowledged receipt of the submission and the employer has carried out inspection and confirmed the work has been completed as agreed.
- **Payments for work done will only be processed for completed and closed work orders.**
- The contractor will ensure that a copy of all submissions is retained by the contractor for the duration of the contract.

Health and safety, the environment and quality assurance

Health and safety risk management

An Occupational Health and Safety Plan in line with the Occupational Health and Safety Act as well as in line with ACSA guidelines must be submitted. Work will only commence once the plan has been approved by the Safety Manager and a permit to work is issued.

The Service Provider will supply all on-site personnel with the necessary PPE and a uniform, with the company logo, which ensures all employees are easily identifiable. Submission of relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements. The safety file will be approved by the Safety department.
The appointed service provider must make allowance for appropriate PPE for all staff in line with regulations set out by the relevant authorities.

The *Contractor* shall comply with the health and safety requirements annexed to this Service Information.

Work mans compensation letter of good standing must be aligned to general building or written proof must be provided that employees will be covered given the activities executed in the service.

Provide the necessary hoarding, signage, trolleys etc to safely execute works.

Environmental constraints and management

Environment

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

- Allow any pollution or toxic substance to be released into the air or storm water systems.
- Interfere with, or put at risk, the functionality of any system or service.
- Cause a fire or safety hazard.
- Other requirements are included in the SHE Specification documentation attached.

Quality assurance requirements

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time.

Procurement

People

Minimum requirements of people employed

- ACSA issued permits which are issued in line with policies and procedures of ACSA.
- Relevant experience
- Relevant qualification.

BBBEE and preferencing scheme

The service provider must comply at all times with the transformation requirements set out in the tender. Such conditions must be maintained throughout the contract period.

Subcontracting

Preferred subcontractors

ACSA reserves the right to reject subcontractors based on past performance, price competitiveness, lead time management.

Subcontract documentation, and assessment of subcontract tenders

All third-party procurement which is done/ executed on a proven cost basis will be subject to approval following a 3-quote assessment. i.e., the service provider will submit 3 quotes from suppliers for every purchase valued at R1000 or more per work order and the most competitive quote will be permitted.

All third-party procurement which is done/ executed on a proven cost basis will be subject to approval following review by ACSA where such purchases are valued at less than R1000. The service manager will make a determination on the reasonability of the quote submitted.

ACSA reserves the right to verify prices submitted are market related before approving quotes. All quotes must be provided by recognized suppliers/providers for the specific item.

All payments for 3rd party procurement will be made at the net cost paid excluding VAT (discounts deducted). The contractor will then add the agreed mark up to the net cost**.**

Limitations on subcontracting

All specialised works must be subcontracted out to entities/companies with the required expertise and experience. For specialised works, sub-contractors must hold the required CIDB grading. Example glazing contractors must hold relevant CIDB grading for the value of work.

Refer to the attached price schedule.
Specialised services are contemplated for this contract on an as needed basis. No commitment is made to expend any provision made in the bill of quantities. Specialised services will include but is not limited to the categories outlined by the Construction Industry Development Board (CIDB). Where specialised services are required, the appointed contractor shall ensure that the sub-contractor appointed is a registered and active contractor on the CIDB contractor register and is registered for the grade of work required. Where work required is not covered by a CIDB grading, the requirement for holding an active CIDB grading will not be enforced.

Specialist work categories in line with provisions made by the CIDB:
• Civil Engineering works by specialist contractor with applicable CIDB (CE) grading.
• Electrical Engineering works by specialist contractor with applicable CIDB (EB) grading.
• Mechanical Engineering works by specialist contractor with applicable CIDB (ME) grading.
• Asphalt works by specialist contractor with applicable CIDB (SB) grading.
• Earthworks works by specialist contractor with applicable CIDB (SC) grading.
• Corrosion Protection works by specialist contractor with applicable CIDB (SD) grading.
• Demolition works by specialist contractor with applicable CIDB (SE) grading.
• Fire Prevention works by specialist contractor with applicable CIDB (SF) grading.
• Glazing works by specialist contractor with applicable CIDB (SG) grading.
• Landscaping, Irrigation & Horticultural works by specialist contractor with applicable CIDB (SH) grading.

• People Movers and Hoisting Machinery works by specialist contractor with applicable CIDB (SI) grading.
• Piling & Foundation works by specialist contractor with applicable CIDB (SJ) grading.
• Road Marking & Signage works by specialist contractor with applicable CIDB (SK) grading.
• Structural Steel & Scaffolding works by specialist contractor with applicable CIDB (SL) grading.
• Timber Building & Structure works by specialist contractor with applicable CIDB (SM) grading.
• Waterproofing works by specialist contractor with applicable CIDB (SN) grading.
• Wet Services and Plumbing works by specialist contractor with applicable CIDB (SO) grading.
• Fencing works by specialist contractor with applicable CIDB (SQ) grading.
• Other specialist works deemed necessary by the client

Professional services are contemplated for this contract on an as needed basis. No commitment is made to expend any provision made in this bill of quantities. Professional services will include but is not limited to the categories outlined by the relevant professional body. Where professional services are required, the appointed contractor shall ensure that the professional appointed is a registered and active professional with the relevant professional body. Provision is made for both value related prices (a percentage of value of work) and time related prices (rate per hour).

Professional Services categories in line with provisions made by relevant professional bodies / councils:
• Professional Architect
• Professional Structural Engineer
• Professional Civil Engineer
• Professional Quantity Surveyor
• Professional Mechanical Engineer
• Professional Electrical Engineer
• Professional Landscape Architect
• Professional Fire Engineer
• Professional Project Manager
• Health & Safety Officer

Attendance on subcontractors

Attendance on purchase of materials, equipment and services, including specialised services is provisioned in the table of percentages for 3rd party procurement. All goods and additional services will be purchased through third party procurement.

Attendance on professional services is quantified in the bills of quantities where the contractor will be reimbursed in either value related or time related fees.

Plant and Materials

Specifications

The contractor shall provide all necessary tools of trade for the execution of the works. No additional costs will be permitted for the purchase of or hire of tools.

The service provider will be required to have variety of tools and equipment that will be needed to enable them to execute their duties efficiently. The following tools will be required in this service. however, this list is not intended to dictate the minimum required tools but to enable the service providers to have a better understanding of the description of service:

Ladders, screw drivers, drill, drill bits, grinder, grinding disks, cutting disks, chisels, paint scrapers, paint brushes, paint trays, paint rollers, measuring tape, spirit level, belt sander, hacksaw, hammers, saws, sanders, extension cords(50m or more), lead lights (set of 4), welding equipment for both stainless steel and mild steel, pliers, spanners/sockets, wrenches, cutters, vice grips, squares all necessary carpentry equipment in line with scope, all necessary tiling equipment in line with scope, all necessary bricklaying and plaster equipment in line with scope etc.

Service provider is expected to be well-equipped and have all of these general tools and equipment readily available and in sufficient quantity to provide quality work considered satisfactory by ACSA KSIA. Attention is drawn to the scope of works listed in the bid document. The contractor is to ensure that an adequate set of tools is supplied for the purposes of this contract. The tools supplied shall be sufficient to cover all categories of work and the respective services required. The contractor is to further ensure that all staff deployed to KSIA are adequately resourced with tools to maintain continuity of work.

The following exceptions and conditions are to be noted by all bidders:

- A number of trades will require the use of specific small equipment to execute the works. Examples include, but is not limited to the following:
    - Where power tools are used – Bidders make allowance for the required drill bits, grinding and cutting disks. (Excludes diamond tipped disks & bits, excludes bits exceeding 20mm in diameter, excludes disks exceeding 300mm in diameter)
    - Where painting is needed – Bidders make allowance for the required paint trays, paint rollers, paint brushes, paint scrapers, roller handles, roller handle extensions etc.
- The following equipment if needed will be sourced through 3rd Party procurement:
    - Generators
    - Jack Hammers
    - Cherry Pickers
    - Scissor lifts
    - Scaffolding
    - Jet Cleaning equipment
    - Compactors
    - Excavators
    - Trucks/Tankers
    - Needle & Vibrator
    - Concrete mixers
    - Other specialised equipment deemed necessary by the client.

Correction of defects

All tools & equipment must be regularly inspected and approved by the Service Manager. Any tools deemed to be not “fit for use” must immediately removed from operation and either repaired where possible or replaced.

***Contractor*'s procurement of Plant and Materials**

The service provider will be responsible to ensure deliveries are made to the airport premises place of storage or work.
All warrantees and guarantees shall be made out in the name of the employer.

Tests and inspections before delivery

Per prevailing legislation and industry standards.

Plant & Materials provided “free issue” by the *Employer*

ACSA will provide the contractor with specified materials which are held in attic stock/stores.
All other plant and materials are to be provided by the contractor unless otherwise determined on a case by case basis.

Working on the Affected Property

OPERATING HOURS
Airport operating hours are on average from 05h00 to 21h30, seven (7) days a week.
Staffing will be provided on as needed basis. Where work will adversely impact airport operation, such work shall be executed after operating hours
Note: Airport operating hours are subject to change based on prevailing site conditions and restrictions. Airport operating hours may also change based on changes to flight plans for the day.

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

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

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

General Safety Requirements
No person shall perform an unsafe / unhygienic act or operation whilst on Airports Company South Africa premises.
No unsafe/dangerous equipment or tools may be brought onto or used on Airports Company South Africa premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use.

ACSA reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets.

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

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

Cell phones and two-way radios

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

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

Protection of the public

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

Barricades and lighting (Where applicable)

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

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

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for work not to be delayed as a result thereof. This will include the permit application process.

Note that the Contractor will have no claim against ACSA in the event that a permit request is refused.

The following table is not all inclusive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Personal permit (AIT)	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Tool's permit	All persons taking cell tools to airside	ACSA Security

Proof of having attended the airside induction training course is required for all personal permit applications. Persons applying for an AVOP must provide proof of having attended an AVOP course. Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses.

Note: All vehicles intended to be used on the airside must not be older than 8 years for the duration of the contract per prevailing ACSA policy and procedures.

People restrictions, hours of work, conduct and records

OPERATING HOURS
Airport operating hours are on average from 05h00 to 21h30, seven (7) days a week.
Staffing will be provided on an as needed basis. Where work will adversely impact airport operation, such work shall be executed after operating hours (On average between 21h30 and 05h00 daily). Exact times will vary based on the time for the last arriving flight for the day.
Note: Airport operating hours are subject to change based on prevailing lock down regulations and restrictions.

The service provider shall formulate and maintain a resource file which shall include but is not limited to the following:

List of all resources deployed to CDSIA for the duration of the contract (Personnel file)
- Full names
- Copies of ID docs
- Record of medicals
- Copy of (ACSA training certificates eg: AIT, AVOP, temporary permits etc)

Attendance Registers

Record of attendance registers are to be maintained for the duration of the contract
Records to clearly reflect dates that staff are replaced, together with relevant correspondence detailing reasons for replacement
Attendance registers to be signed daily

The service provider is to note that these records must be available at all times.

Health and safety facilities on the Affected Property

Refer to the occupational health & safety specification annexed to the tender document

Environmental controls, fauna & flora

Refer Section 3 above

Cooperating with and obtaining acceptance of Others

Where work impacts other stakeholders, such impact will be assessed, communicated with the affected stakeholders and approval to proceed with the works must be granted by the employer.

Records of *Contractor*'s Equipment

The contractor is to provide a schedule of their own equipment that's provided to CDSIA for the duration of the service.

The specification makes allowance for specialised equipment needed on an as and when basis for specialised items of work. (Note: ACSA will pay for rental for these specialised items of equipment as and when the need arises. Therefore the contractor does not need to make allowance for it in their schedule of their own equipment)

Equipment provided by the *Employer*

Not applicable

Site services and facilities

Provided by the *Employer*

- Storage and office area.
- Common use ablutions / showers / change rooms
- Water – Free for use due to operational needs
- Electricity – Free for use due to operational needs
- Certain material items of attic stock.
  The contractor shall provide everything else necessary to provide the service.

Provided by the *Contractor*

- Supervision and management
- Equipment, tools and machinery to discharge the service

All tools used shall be safe and in good working condition. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor*'s plant and equipment, when requested.

- Labour as required
- Materials as requested
- Maintenance vehicle(s)
- Skips/storage and disposal of construction waste
- Specialized sub-contracting supplied by the contractor.
- The contractor shall provide everything else necessary to provide the service.

Control of noise, dust, water and waste

To limit impact to passengers and stakeholders. Work creating noise, dust and wastewater will be done at a time that will cause minimal interference to passengers and stakeholders.
Refer to the environmental specification.

Hook ups to existing works

Where applicable as tasks arise.

Tests and inspections

Description of tests and inspections

Inspections are to be carried out and findings to be actioned as part of planned maintenance.

Materials facilities and samples for tests and inspections

Where applicable as tasks arise

List of drawings

Drawings issued by the *Employer*

Drawing number	Revision	Title
		Drawings will be issued as and when required

PART 4: SITE INFORMATION

Document reference	Title	No of pages
C3.1	This cover page *Employer*'s Site Information 1. Site Plan	TBC
	Total number of pages	TBC

SITE PLAN


3 DELAAN
Generator Room
De Havilland
Boeing St
Main Gate
Image © 2019 DigitalGlobe
© 2018 AfriGIS (Pty) Ltd.
© 2018 Google
Google Earth

Environmental constraints and management

Service & Maintenance Contractors
Environmental Terms and Conditions to Commence Work - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	• No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, 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	• 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	• All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. • The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	• 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 always maintain a tidy, litter free environment in their work area. • Contractors must keep on file: 1. The name of the contracting waste company 2. Waste disposal site used 3. Monthly reports on quantities – separated into general, hazardous and recycled

ISSUE	REQUIREMENT
	4. Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal 5. Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	• 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 with regard to 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, land owners and/or members of the public may institute against the Contractor.

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

I, _____ (name & surname) of _____ (company)

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: _____ (airport name).

Quality assurance requirements

The *Contractor* shall ensure that works are carried out as per industry norms and the Airport Company South Africa procedures, OHS Act, and applicable standards. In this regard the *Contractor* will be expected to draft quality plans for the *Service Manager* from time to time.

BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	General Building Maintenance Services for a period of 3 years at Chief Dawid Stuurman International Airport.
Document Number: HIRA 1	Revision Number: 001

Risk Severity Definition	Description: Consequence (can lead to)…	Examples of what to look out for…
Category A Catastrophic	One or more multiple deaths and complete loss or destruction of equipment	A major accident
Category B Hazardous	Serious injuries or major damage to equipment	Large reduction in safety margins, physical distress or workload such that the operators cannot be relied upon to perform their tasks accurately or completely
Category C Major	Minor injuries or minor equipment damage	A significant reduction in safety margins, a reduction in the ability of the operators to cope with adverse operating conditions as a result of conditions impairing their efficiency
Category D Minor	Incidents	Operating limitations are breached. Procedures are not used correctly
Category E Negligible	Negligible or Inconvenience	Few consequences. No safety consequences. Nuisance

Likelihood Probability	Description	Examples of what to look out for…
Category 1	Extremely Improbable (Rare)	Almost inconceivable that the event shall occur
Category 2	Improbable (Seldom)	Very unlikely that the event shall occur. It is not known that it has ever occurred before
Category 3	Remote (Unlikely)	Unlikely but could possibly occur. Has occurred rarely.
Category 4	Occasional	Likely to occur sometimes. Has occurred infrequently.
Category 5	Frequent	Likely to occur many times or regularly. Has occurred frequently or regularly

		Catas-trophic	Hazardous	Major	Minor	Negligible
		A	B	C	D	E
Frequent	5	5A	5B	5C	5D	5E
Occasional	4	4A	4B	4C	4D	4E
Remote	3	3A	3B	3C	3D	3E
Improbable	2	2A	2B	2C	2D	2E
Extremely Improbable	1	1A	1B	1C	1D	1E

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D

Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A
Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/ property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A
Driving on airside	Incidents	Damage to aircraft/ vehicles/property/ persons	Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be affected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place	4A

Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.	3A
Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property/ persons	Signage warning against jet blast is installed at high risk areas. Risks associated with jet blast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75-meter clearance behind aircraft to be observed to prevent jet blast. Contractors to be aware of aircraft movements	4C

Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3 meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collisi-on with aircraft	30-meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates. ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B

Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B
Construction works	Spillages (fuels/oils/hydraulics/chemicals/human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D

Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf carts operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B
Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders /ACSA employees. Bomb threat- damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits are shown on signage in various areas.	3C
Deliveries	Basement	Disrupt traffic flow and passenger movements	Delivery notes are required, and delivery times are to be specified.	2C

Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to infrastructure	Injuries, property damages	Site and task specific risk assessments to carried out by the contractor	4C