

**AIRPORTS COMPANY SOUTH AFRICA  
OR TAMBO INTERNATIONAL AIRPORT**

**TENDER NO.: ORT 5720/2019/RFP**

**TERM SERVICE CONTRACT FOR THE  
PERIODIC MAINTENANCE OF BULKWATER**

**CONTRACT**

**VOLUME 2**

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## **Part C1: Agreements & Contract Data**

**C1.1: Form of Offer and Acceptance**

**C1.2: Contract Data**

**C1.3: Forms of Sureties**

**C1.4 Insurance Schedule**

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**PROJECT NAME: Contractor Appointment for The Periodic Maintenance of Bulkwater at O.R. Tambo International Airport**

**PROJECT NUMBER: ORT 5720/2019/RFP**

**NEC 3: TERM SERVICES CONTRACT (TSC 3)**

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR Tambo International Airport**

(Registration Number: 1993/004149/30)

and \_\_\_\_\_

(Registration Number : \_\_\_\_\_)

for **Contractor Appointment for The Periodic Maintenance of Bulkwater at O.R. Tambo International Airport**

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**Part C1: Agreements 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 periodic maintenance of bulkwater at OR Tambo International: 3-year term contract supply, installation, commissioning and testing pressure pipeline.

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:**

R..... (in figures)

.....

..... (in words);

**THE OFFERED PRICES ARE AS STATED IN THE PRICING SCHEDULE**

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

Signature(s)

Name(s)

Capacity

.....

.....

.....



**For the  
Bidder:**

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*(Insert name and address of  
organisation)*

Date

Name &  
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 tenderer's Offer. In consideration thereof, the Employer shall pay the **Contractor** the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer 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	Scope of Work: Works Information
Part C4	Site Information

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, 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.



Signature(s)

Name(s)

Capacity

**for the  
Employer**

.....  
.....  
.....  
Airports Company South Africa SOC Limited,  
OR Tambo International Airport,  
Kempton Park,  
Gauteng,  
1627  
.....

Name &  
signature of  
witness

Date

**Schedule of Deviations**

1 Subject .....  
 Details .....  
 .....  
 .....

2 Subject .....  
 Details .....  
 .....  
 .....

3 Subject .....  
 Details .....  
 .....  
 .....

4 Subject .....  
 Details .....  
 .....  
 .....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree 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 returnable 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.

**For the Employer**

**For the Bidder**

Signature (s)	.....	.....
Name (s)	.....	.....
Capacity	.....	.....





**Name and Address**

-----  
Airports Company South Africa SOC  
Limited,  
OR Tambo International Airport,  
Kempton Park,  
Gauteng,  
1627

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*(Insert name and address of organisation)*

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*(Insert name and address of organisation)*

Name &  
Signature of  
witness

Date

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<b>Part C1.2a Contract Data</b>		
<b>Part one – Data provided by the Employer</b>		
The Conditions of contract are selected from the NEC3 Term Service Contract, April 2013.		
Each item of data given below is cross-referenced to the NEC3 Term Services Contract which requires it.		
<b>Clause</b>	<b>Statement</b>	<b>Data</b>
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for Main Option	
	Main Option Dispute resolution Option	<b>A: Priced contract with Activity Schedule</b> <b>W1: Dispute resolution procedure</b>
	Secondary Options (incorporating amendments)	<b>X2: Changes in the law</b> <b>X3: Multiple currencies (as amended in Option Z)</b> <b>X4: Parent company guarantee</b> <b>X7: Delay damages</b> <b>X17: Low service damages (read with Annexure A1)</b> <b>X18: Limitation of liability</b> <b>X19: Task Order</b> <b>X20 : Key performance indicators</b> <b>Z: Additional conditions of contract of the NEC3 Term Service Contract, April 2013</b>
10.1	The <i>Employer</i> is (Name)	Airports Company South Africa SOC Limited, applicable at OR Tambo International Airport
	Address	Airports Company South Africa SOC Limited OR Tambo International Airport, Kempton Park, Gauteng, 1627
10.1	The <i>Service Manager</i> is	<b>Mpho Mathelele</b>



	Address	Address: Airports Company South Africa SOC Limited OR Tambo International Airport, Kempton Park, Gauteng, 1627
	Telephone	+27 11 921 2013
	E-mail address	<a href="mailto:Mpho.Mathelele@airport.co.za">Mpho.Mathelele@airport.co.za</a>
	Address	Airports Company South Africa SOC Limited, OR Tambo International Airport, Kempton Park, Gauteng, 1627
	Telephone	+27 11 409 3932
	E-mail address	<a href="mailto:Kabelo.Rapeu@airports.co.za">Kabelo.Rapeu@airports.co.za</a>
11.2 (13)	The <i>services</i> are	Periodic maintenance of bulkwater at OR Tambo International: 3-year term contract as fully detailed in the Scope of Work Part C3.
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"> <li>• Availability of As Built information</li> <li>• Access to Site</li> <li>• Statutory approvals and ACSA approvals</li> <li>• Site Constraints and Constructability</li> <li>• Notification of Claims</li> <li>• Financial and Procurement</li> </ul>
11.2 (15)	The <i>Works Information</i> is in	Part C3 'Scope of Works' section of this contract
11.2 (16)	The <i>Service Information</i> is in	Part C4 'Works Information' section of this contract
11.2 (17)	The <i>boundary of the site</i> is	OR Tambo International Airport
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English



13.3	The <i>period of reply</i> is	7(seven) business days
21.1	The <i>Contractor</i> submits a first plan for acceptance within	The 2 weeks from the date of commencement for ACSA approval and acceptance
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	The starting date is when the ACSA and the service provider have signed the contract
11.2	The <i>service period</i> is	3 years from starting date as per 30.1 OR upon depletion of the contract value, whichever comes first
30.1	The <i>access date</i> is	to be agreed with Employer before contract start date.
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	12 (twelve) months after Completion of the whole of the <i>works</i>
43.1	The <i>defects correction period</i> is	2 (two) days
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	15th day of each successive month
50.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payment is made is	4 (four) weeks
51.4	The <i>interest rate</i> is	The prime lending rate of the Nedbank Bank. as determined from time to time
<b>6</b>	<b>Compensation events</b>	
<b>7</b>	<b>Title</b>	No data required for this section of the <i>conditions of contract</i>
<b>8</b>	<b>Risks and Insurance</b>	
83.1	The <i>Employer</i> provides these insurances	Refer to the Insurance Clauses which is attached at the end of the Contract Data
83.2	The <i>Contractor</i> provides the insurance stated in	The Insurance Clauses which is attached at the end of the Contract Data. The insurances are in the joint names of the Parties and provide cover for events which are at the Contractor's risk from the starting date until the Defects Certificate or a termination certificate has been issued.



	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R500 000 (Five hundred thousand Rands).
<b>9</b>	<b>Termination</b>	Should the contractor not comply with the requirements of the service level agreement in Core Clause 21, the employer is entitled to terminate the works.
<b>10</b>	<b>Data for Main Option clause</b>	
<b>A</b>	Priced contract with Activity Schedule	as detailed in Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	2 weeks.
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2	The <i>Adjudicator nominating body</i> is	The current Chairman of Johannesburg Advocate's Bar Council
W1.4	The <i>tribunal</i> is	Arbitration
W1.4	If the <i>tribunal</i> is arbitration, the arbitration procedure is	The <i>arbitration procedure</i> is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.
<b>12</b>	<b>Data for Secondary Option Clauses</b>	



<b>X7</b>	<b>Delay Damages</b>	
	Delay damages of the <i>service</i> is	amount per day is 0.05%, to the maximum of 10% of the Contract value
<b>X17</b>	<b>Low service damages</b>	
X17.1	Low service damages	Where the performance of the works in use fails to reach a specified level due to a repair or other fault of the Contractor and the Defect is not corrected so that it is listed in the Defects Certificate, the Employer shall be able to recover the damages he suffers in consequence. This Option provides for these damages to be recovered as liquidated damages
<b>X18</b>	<b>Limitation of Liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> 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 <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	Refer to C1.4 insurance schedule
X18.3	The <i>Contractor's</i> total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to	Refer to C1.4 insurance schedule



X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p>The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.</p> <p>The excluded matters are amounts payable by the Contractor as stated in this contract for</p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Delay damages,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- loss of or damage to property (other than the <i>works</i>, Plant and Materials),</li> <li>- death of or injury to a person;</li> <li>- damage to third party property; and</li> <li>- infringement of an intellectual property right</li> </ul>
<b>X19</b>	<b>Task Order</b>	
X19.1		<p>(1) A Task is work within the service which the Service Manager may instruct the Contractor to carry out within a stated period of time.</p> <p>(2) A Task Order is the Service Manager's instruction to carry out a Task.</p> <p>(3) Task Completion is when the Contractor has done all the work in the Task and corrected Defects which would have prevented the Employer or Others from using the Affected Property and Others from doing their work.</p> <p>(4) Task Completion Date is the date for completion stated in the Task Order unless later changed in accordance with this contract.</p>
X19.2	Providing the Service	<p>X19.2 A Task Order includes:</p> <ul style="list-style-type: none"> <li>• a detailed description of the work in the Task,</li> <li>• a priced list of items of work in the Task in which items taken from the Price List are identified,</li> <li>• the starting and completion dates for the Task,</li> <li>• the amount of delay damages for the late completion of the Task and</li> <li>• the total of the Prices for the Task which is Option A used,</li> </ul> <p>The Service Manager consults the Contractor about the contents of a Task as described in X19.2 for further clarification.</p>



X19.3	Order before issuing it	X19.3 The delay damages in a Task Order, if any, are not more than the estimated cost to the Employer of late completion of the Task. If Task Completion is later than the Task Completion Date, the Contractor pays delay damages at the rate stated in the Task Order from the Task Completion Date until Task Completion.  The Prices for items in the Task price list which are not taken from the Price List are assessed in the same way as compensation events.
X19.4	Time	X19.4 The Contractor does not start any work included in the Task until the Service Manager has instructed him to carry out the Task and does the work so that Task Completion is on or before the Task Completion Date. No Task Order is issued after the end of the service period.
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>[1] days of receiving the Task Order</b>
<b>Z</b>	<b>The <i>Additional conditions of contract</i> are</b>	<b>Z1 – Z20</b>
	<b>Amendments to the Core Clauses</b>	
<b>Z1</b>	<b>Interpretation of the law</b>	
<b>Z1.1</b>	<b>Add to core clause 12.3:</b> Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the <i>Service Manager</i> , the <i>Supervisor</i> , or the <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.	
<b>Z2</b>	<b>Disallowed Cost:</b>	
<b>Z2.1</b>	<b>Add the following before the full stop at the end of clause 11.2(8) (definition of "Fee")</b> ", in each case excluding the Defined Cost of correcting Defects (where the cost is not a Disallowed Cost)	
<b>Z2.2</b>	<b>Amend clause 11.2(6) (definition of "Disallowed Cost") to read as follows</b>	
<b>Z2.2.1</b>	"Disallowed Cost is cost which the Service Manager decides	
<b>Z2.2.1.1</b>	is not justified by the <i>Contractor's</i> accounts and records,	
<b>Z2.2.1.2</b>	should not have been paid to a Subcontractor or supplier in accordance with his contract or	
<b>Z2.2.1.3</b>	was incurred only because the <i>Contractor</i> did not	
<b>Z2.2.1.3.1</b>	follow an acceptance or procurement procedure stated in the Service Information	



<b>Z2.2.1.3.2</b>	comply with a procedure set out in his quality plan or
<b>Z2.2.1.3.3</b>	give an early warning which this contract required him to give; and the cost of
<b>Z2.2.1.4</b>	correcting Defects after Completion;
<b>Z2.2.1.5</b>	correcting Defects caused by the <i>Contractor</i> not complying with a constraint on how he is to Provide the Services stated in the Service Information;
<b>Z2.2.1.6</b>	correcting Defects caused by the <i>Contractor</i> not exercising reasonable skill, care and diligence in the design of Equipment;
<b>Z2.2.1.7</b>	correcting Defects caused by the <i>Contractor's</i> failure to comply with a procedure set out in his quality plan;
<b>Z2.2.1.8</b>	correcting Defects which the <i>Contractor</i> has previously corrected;
<b>Z2.2.1.9</b>	Plant and Materials not used to Provide the Service (after allowing for reasonable wastage) unless resulting from a change in the Service Information;
<b>Z2.2.1.10</b>	resources not used to Provide the Services (after allowing for reasonable availability and utilisation); and
<b>Z2.2.1.11</b>	preparation for and conduct of an adjudication or proceedings of the tribunal."
<b>Z4.1</b>	<b>Providing the Service: Delete core clause 20.1 and replace with the following:</b>
	The <i>Contractor</i> provides the <i>Services</i> in accordance with the <i>Service Information</i> and warrants that the results of the <i>Services</i> , when complete, shall be fit for their intended purpose.
<b>Z9</b>	<b>Joint and several liabilities</b>
<b>Z9.1</b>	If the <i>Contractor</i> constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the <i>Employer</i> for the performance of the Contract.
<b>Z9.2</b>	The <i>Contractor</i> shall, within 1 week of the Contract Date, notify the <i>Service Manager</i> and the <i>Employer</i> of the key person who has the authority to bind the <i>Contractor</i> on their behalf.
<b>Z9.3</b>	The <i>Contractor</i> does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the <i>Employer</i> .
<b>Z10</b>	<b>Ethics</b>
<b>Z10.1</b>	The <i>Contractor</i> undertakes:
<b>Z10.1.1</b>	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;



<b>Z10.1.2</b>	to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
<b>Z10.2</b>	The <i>Contractor's</i> breach of this clause constitutes grounds for terminating the <i>Contractor's</i> obligation to Provide the Works or taking any other action as appropriate against the <i>Contractor</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
<b>Z10.3</b>	If the <i>Contractor</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1.
<b>Z11</b>	<b>Confidentiality</b>
<b>Z11.1</b>	All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the <i>Contractor</i> and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the <i>Service Manager</i> or the <i>Employer</i> , which consent shall not be unreasonably withheld.
<b>Z11.2</b>	If the <i>Contractor</i> is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the <i>Service Manager</i> .
<b>Z11.3</b>	This undertaking shall not apply to –
<b>Z11.3.1</b>	Information disclosed to the employees of the <i>Contractor</i> for the purposes of the implementation of this agreement. The <i>Contractor</i> undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
<b>Z11.3.2</b>	Information which the <i>Contractor</i> is required by law to disclose, provided that the <i>Contractor</i> notifies the <i>Employer</i> prior to disclosure so as to enable the <i>Employer</i> to take the appropriate action to protect such information. The <i>Contractor</i> may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
<b>Z11.3.3</b>	Information which at the time of disclosure or thereafter, without default on the part of the <i>Contractor</i> , enters the public domain or to information which was already in the possession of the <i>Contractor</i> at the time of disclosure (evidenced by written records in existence at that time);
<b>Z11.4</b>	The taking of images (whether photographs, video footage or otherwise) of the <i>works</i> or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the <i>Service Manager</i> . All rights in and to all such images vests exclusively in the <i>Employer</i>
<b>Z11.5</b>	The <i>Contractor</i> ensures that all his Subcontractors abide by the undertakings in this clause.
<b>Z12</b>	<b><i>Employer's Step-in rights</i></b>



<b>Z12.1</b>	If the <i>Contractor</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Service Manager</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the <i>Contractor</i> ) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Contractor</i>
<b>Z12.2</b>	The <i>Contractor</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Contractor</i> under the contract or otherwise for and/or in connection with the <i>works</i> ) and generally does all things required by the <i>Service Manager</i> to achieve this end.
<b>Z13</b>	<b>Liens and Encumbrances</b>
<b>Z13.1</b>	The <i>Contractor</i> keeps the Equipment used to Provide the Services free of all liens and other encumbrances at all times. The <i>Contractor</i> , vis-a-vis the <i>Employer</i> , 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 <i>Employer</i> , waive all liens they may have or become entitled to over such Equipment from time to time
<b>Z14</b>	<b>Intellectual Property</b>
<b>Z14.1</b>	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.
<b>Z14.2</b>	IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the <i>works</i> .
<b>Z14.3</b>	The <i>Contractor</i> gives the <i>Employer</i> an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the <i>works</i> for the purposes of constructing, repairing, demolishing, operating and maintaining the works
<b>Z14.4</b>	The written approval of the <i>Contractor</i> is to be obtained before the <i>Contractor's</i> IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any <i>Contractor's</i> IP available to any third party the <i>Employer</i> shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the <i>Employer</i> would use to protect its IP
<b>Z14.5</b>	The <i>Contractor</i> shall indemnify and hold the <i>Employer</i> harmless against and from any claim alleging an infringement of IP rights (“ <b>the claim</b> ”), which arises out of or in relation to:
<b>Z14.5.1</b>	the <i>Contractor's</i> design, manufacture, construction or execution of the Works
<b>Z14.5.2</b>	the use of the <i>Contractor's</i> Equipment, or
<b>Z14.5.3</b>	the proper use of the Works.
<b>Z14.6</b>	The <i>Employer</i> shall, at the request and cost of the <i>Contractor</i> , assist in contesting the claim and the <i>Contractor</i> may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.



<b>Z16</b>	<b>Dispute resolution:</b>																									
<b>Z16.1</b>	<b>Appointment of the Adjudicator</b>																									
	<p>An <i>Adjudicator</i> is appointed when a dispute arises, from the Panel of Adjudicators below. The referring party nominates an Adjudicator, which nomination is either accepted or rejected by the other party. In the instance of a rejection of the nominated <i>Adjudicator</i>, the referring Party refers the appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an <i>Adjudicator</i> listed in the Panel of Adjudicators below</p> <p>The Parties appoint the <i>Adjudicator</i> under the NEC3 Adjudicator's Contract, April 2013</p>	<p>Panel of Adjudicators</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Location</th> <th>Contact details (phone &amp; e mail)</th> </tr> </thead> <tbody> <tr> <td>Adv. Ghandi Badela</td> <td>Gauteng</td> <td>+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a></td> </tr> <tr> <td>Mr. Errol Tate Pr. Eng.</td> <td>Durban</td> <td>+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a></td> </tr> <tr> <td>Adv. Saleem Ebrahim</td> <td>Gauteng</td> <td>+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a></td> </tr> <tr> <td>Mr. Sebe Msutwana Pr. Eng.</td> <td>Gauteng</td> <td>+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a></td> </tr> <tr> <td>Mr. Sam Amod</td> <td>Gauteng</td> <td><a href="mailto:sam@samamod.com">sam@samamod.com</a></td> </tr> <tr> <td>Adv. Sias Ryneke SC</td> <td>Gauteng</td> <td>083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a></td> </tr> <tr> <td>Mr. Emeka Ogbugo (Quantity Surveyor)</td> <td>Pretoria</td> <td>+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a></td> </tr> </tbody> </table>	Name	Location	Contact details (phone & e mail)	Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>	Mr. Errol Tate Pr. Eng.	Durban	+27 11 262 4001 <a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>	Adv. Saleem Ebrahim	Gauteng	+27 11 535-1800 <a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>	Mr. Sebe Msutwana Pr. Eng.	Gauteng	+27 11 442 8555 <a href="mailto:sebe@civilprojects.co.za">sebe@civilprojects.co.za</a>	Mr. Sam Amod	Gauteng	<a href="mailto:sam@samamod.com">sam@samamod.com</a>	Adv. Sias Ryneke SC	Gauteng	083 653 2281 <a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>	Mr. Emeka Ogbugo (Quantity Surveyor)	Pretoria	+27 12 349 2027 <a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>
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<b>Z17</b>	<b>Notification of a compensation event</b>																									



<b>Z17.1</b>	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.	
<b>Z18</b>	<b>BBBEE Certificate</b>	
<b>Z18.1</b>	The <i>Contractor</i> shall be expected to annually present a compliant BEE Certificate. Failure to do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.	
<b>Z19</b>	<b>Communication</b>	
<b>Z19.1</b>	<b>Add a new Core Clause</b> 14.5 and 14.6 to read as follows: The <i>Service Manager</i> requires the written consent of the Employer if an action will result in a change to the design, scope, and Works information that is 5% or more	
<b>Z19.2</b>	The <i>Service Manager</i> requires the written consent of the Employer if an action will result in the Completion Date being extended by more than 30 days.	
<b>Z20</b>	<b>Delegation</b>	
	As stipulated by Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 as amended the <i>Contractor</i> agrees to the following:	
<b>Z20.1</b>	As part of this contract the <i>Contractor</i> 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	
<b>Z21</b>	<b>Health, safety and the environment</b>	
<b>Z21.1</b>	The <i>Contractor</i> undertakes to take all reasonable precautions to maintain the health and safety of persons in and about the execution of the <i>works</i> and shall complete the “S37(2) Appointment in terms of the Occupational Health & Safety Act 85 of 1993, attached to this contract as Annexure D.	
<b>Z21.2</b>	Without limitation, the <i>Contractor</i> :	
<b>Z21.2.1</b>	accepts that the <i>Employer</i> may appoint him as the “Principal Contractor” (as defined and provided for under the Construction Regulations 2003 (promulgated under the Occupational Health & Safety Act 85 of 1993) (“ <b>the Construction Regulations</b> ”) for the Site;	
<b>Z21.2.2</b>	undertakes, in and about the execution of the <i>Services</i> , to comply with the Construction Regulations and with all applicable health & safety laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor’s</i> direction and control, likewise observe and comply with the foregoing.	



<b>Z21.3</b>	The <i>Contractor</i> , in and about the execution of the <i>Services</i> , complies with all applicable environmental laws and regulations and rules, guidelines and procedures otherwise provided for under this contract and ensures that his Subcontractors, employees and others under the <i>Contractor's</i> direction and control, likewise observe and comply with the foregoing.
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**PART C1.2b CONTRACT DATA**

**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

<b>Clause</b>	<b>Statement</b>	<b>Data</b>
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	The Site Areas at the airside and landside.
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name:	
	Job Title for this Project:	<b>Site Manager</b>
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job Title for this Project:	<b>Pipe Fitter (Artisan)</b>
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job Title for this Project: **Welder**

Responsibility:

Qualifications:

Experience:

---



## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.4 Insurance Schedule

#### Summary of Terms and other Matters Applicable to Employer Provided Insurance

##### Part 1:

Notes to Schedule:

- The provision of insurance by the *Employer* does not limit the obligations, liabilities or responsibilities of the *Contractor* under this contract in any way whatsoever (including but not limited to any requirement for the provision by the *Contractor* of any other insurances).
- Unless specifically otherwise stated, capitalised terms in this schedule (other than *Employer*, *Contractor* and *works* where written in italics) have the meaning assigned to them in the relevant policy of insurance.
- This Insurance Schedule is a generic term sheet generally applicable to the *Employer's* projects. In the circumstances:
  - If this Insurance Schedule reflects the amount of any cover provided by the *Employer* to be higher than the amount required in the Contract Data, the *Employer's* obligation under this Contract is limited to the lower amount; and
  - If this Insurance Schedule provides for any cover which is not stated to be provided by the *Employer* in the Contract Data, the *Employer's* obligation under this Contract is limited to the cover stated in the Contract Data.
- [The terms governing the Employer provided policies of insurance are the terms detailed in the policies themselves. This schedule is merely a summary of the key terms. It is the responsibility of the tenderer to obtain copies of the policies and satisfy itself of the actual terms as required by the tenderer.]

##### Part 2 :

#### **ACSA Maintenance Contracts Insurance Clause. Insurance Affected by the Employer.**

Notwithstanding anything elsewhere contained in the Contract and without limiting the obligations liabilities or responsibilities of the Contractor in any way whatsoever (including but not limited to any requirement for the provision by the Contractor of any other insurances) the Employer shall effect and maintain as appropriate in the joint names of the Employer , Contractors and Sub-Contractors, Consultants and Sub-Consultants the following insurances which are subject to the terms, limits, exceptions and conditions of the Policy:

- (a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of **R 100 million** in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be

subject to a Deductible of **R25 000** for Property Damage claims only but **R250 000** where Loss or Damage involves Aircraft.

- (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
- (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.
- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer ..
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall :
  - (A) in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
  - (B) complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
  - (C) negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

The Employer and Insurers shall have the right to make all and any enquiries to the site of the Works or elsewhere as to the cause and results of any such occurrence and the Contractor shall co-operate in the carrying out of such enquiries.

- (v) The Contractor will be liable for the amount of the Deductible (First Amount Payable in respect of any claim made by or against the Contractor or Sub-Contractors under the insurances effected by the Employer..

Where more than one Contractor is involved in the same claim the Deductible will be borne in pro-rata amounts by each Contractor in proportion to the extent of each Contractor's admitted claim.

- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contact Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision

shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

In respect of any amount which becomes payable as a result of a claim under any Public Liability Insurance the Contractor or his Sub-Contractors shall be required to pay the amount of the Deductible to the Insurer to facilitate settlement of such claim.

#### **Insurance Affected by the Contractor.**

Without in any way detracting from any requirements contained elsewhere in this contract the Contractor and Sub-Contractors shall where applicable, provide as a minimum the following:

- (a) INSURANCE OF CONTRACTORS EQUIPMENT (including tools offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the Site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as may be amended or in terms of any similar Workers Compensation and Unemployment Insurance enactment's in the Suppliers' or Sub Supplier's operational, manufacturing or assembly locations.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability indemnity.
- (d) Public Liability Insurance for an amount sufficient to cover the Contractors obligations in terms of the Deductible of **R25 000** or **R250 000** as stated above.
  - (i) The insurances to be provided by the Contractor and his Sub-Contractors shall:
    - (A) be affected with Insurers and on terms approved by the Employer.
    - (B) be maintained in force for whatever period the perils to be insured by the Contractor are at risk (including any defects liability period during which the Contractor is responsible for the care of the Works)
    - (C) submit to the Employer the relevant Policy or Policies of Insurance or evidence acceptable to the Employer that such insurances have been affected.
  - (ii) In the event that the Contractor or his Sub-Contractor receives any notice of cancellation or restrictive modification to the insurance provided to them they shall immediately notify the Employer in writing of such cancellation or restriction and shall advise what action the Contractor or his Sub-Contractor will take to remedy such action.

If the Contractor fails to effect and keep in force the insurances referred to then the Employer may effect and keep in force any such insurances and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount paid by the Employer from any monies due or which may become due to the Contractor or recover same as a debt from the Contractor.

### **Sub-Contractors**

The Contractor shall:

- (a) ensure that all potential and appointed Sub-Contractors are aware of the whole contents of this clause, and
- (b) enforce the compliance by Sub-Contractors with this clause where applicable.”

## PART C2: PRICING DATA

### C2.1. Pricing Assumptions: Option A

#### Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

- The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
- This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
- The pricing schedule as completed by the Contractor shall be **VAT exclusive** prices and shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
- The contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in the particular document.
- Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
- The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
- No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored, and the original wording will apply.
- Variations in the scope and extent of the work shall be allowed to meet the Engineer’s requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
- All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
- All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No

work for which “provisional” items are provided shall, be commenced without written instructions from the Service Manager.

- No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
- The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

## **DISBURSMENT SCHEDULE**

- (a) Only project related costs listed below and presented to ACSA will be compensated by ACSA.
- (b) Any disbursement costs related to travelling to and from the airport or accommodation for the purpose of the project(s) is deemed to be inclusive in the agreed priced structure, unless otherwise agreed in writing by both parties. Disbursement costs not mentioned below (including under note (e)) may be brought to the attention of the ACSA project representative for approval and agreement on the recoverable amount, prior to incurring such cost.
- (c) All rates are exclusive of VAT
- (d) Health and Safety Agent will appoint his/her personnel all cost should be included in the pricing.
- (e) No mark-up on any disbursement cost will be paid.
- (f) No payment for disbursement will be made for the following:
  - Travelling (except for on-site travelling) and accommodation
  - Typing of correspondence, payment certificates, variation orders, progress reports or financial reports
  - Telephone calls
  - Cellular calls
  - Computer costs
  - Telefaxes (outgoing or incoming)
  - Email (sent or received)

## **C2.2. The Activity Schedule**

\*This amount should be carried over to the form of offer PartC1. The total tendered amount shall be fixed, and it is not subject to fluctuation as a result of inflation, foreign, exchange rate variation, etc.

**Note: The completed BOQ document should be attached to this section when submitting the tender.**



**PART C3: SCOPE OF WORK**

Document reference	Title	No of pages
C3.1 C3.2	This cover page <i>Employer's Works Information</i> <i>Contractor's Works Information</i> <sup>1</sup>	1
	Total number of pages	

## **C3.1: EMPLOYER'S WORKS INFORMATION**

### **1. Description of the service**

The conveyance of bulk water to O.R Tambo International Airport is from Rand Water which feeds directly to the reservoir which in turn is distributed through pumping to the terminal building and cargo areas. Ekurhuleni Municipality line is also connected that provides backup on the system at Fire and Rescue, FlySAFair area and Super South. The internal bulk water line is made up of made up of

- 350mm diameter galvanised steel pipe as a ring feed from the domestic, international terminal through to cargo and perishable cargo.
- 200mm steel pipe across bravo apron,
- 200mm diameter uPVC pipe;
- 150mm and 90 mm diameter steel and uPVC pipes

In brief, the contractor shall be responsible for maintenance of the bulk water line at O.R Tambo International Airport within the airside and landside as and when required. The maintenance work requires certain level of maintenance skill and interpretation of the network distribution. The intention of the bulk water maintenance is to be able to identify and implement water conservation and water demand management measures by repairing any pipe leaks, pipe bursts and monitoring the pressure on the distribution. The NEC3 Term Service Contract, April 2013 conditions of contract shall apply.



The objective is to maintain the serviceability of the bulk water distribution infrastructure at ORTIA in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to

general safety, water related and aviation related legislation. Legislation applicable to this contract includes:

- Guidelines for Human Settlement Planning and Design, CSIR, Water Supply, 2002;
- The National Water Act (Act 36 of 1998);
- National Water Resource Strategy (DWA 2004);
- Occupational Health and Safety Act (Act 85 of 1993);
- National Environmental Management Act (Act 107 of 1998);
- Environmental Conservation Act (Act 73 of 1989);
- National Health Act (Act 61 of 2003);
- Disaster Management Act (Act 57 of 2002).

ACSA civil maintenance personnel will carry out continuous inspection of the bulk line once a month supported by the contractor and there will be observation and notes to be recorded of the location for any defects. A full understanding of the supply system shall be considered to ensure if leakage must be attended to which user group will be affected within the system.

The nature of the contract is as follows:

- i. Any noted defects on the bulk water line shall be assessed by a civil maintenance competent person from the Maintenance Engineering Department. The Service Manager's expectation is always that for the contractor to be available for preventative and emergency pipe work and other repairs as described. Plant and equipment, teams and material supplies shall always be available as and when required. The service level and standard turnaround time for any works shall be as follow:
 

• Unplanned water supply interruptions	12 hours
• Planned water supply interruptions	12 hours
• Average time take to attend to water pipe burst main	48 hours
• Average time take to attend to leaking valve on main	96 hours
• Average time to repair a minor leaking valve	48 hours
  
- ii. Work will only take place when needed and upon instruction by the Service manager. In all instances, except those expressly stated as an emergency repair, emergency repair is defined as follows: *a serious and potentially dangerous or harmful circumstances, which is ordinarily unexpected and requires immediate action to avoid danger to people, property and environment.* Emergency repairs shall be undertaken only by the contractor persons who have been issued permission to do so.

Prior to work taking place the contractor or delegated Maintenance Engineering personnel tasked with the executing function, shall notify the relevant Operations Coordination/Airfield Services Department, and if required, ensure the necessary Permit to Work (PTW) is obtained.

In such instances a manual works order will be issued. The Service Manager, together with the contractor/Maintenance Engineering personnel tasked to execute the function, shall provide feedback to the MC and ensure the hard copy of the issued work order is signed off so to acknowledge completion of work, which has met the required quality standard.

- iii. The contractor is expected to be called upon during public holidays when there is a need on a pipe leakage that urgent needs attention.
- iv. It is expected that the contractor makes prior arrangements with material suppliers so that material is made available when an emergency arises, including during weekends and after hours.
- v. It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works. The scope of the works may be reduced at any time before or during the contract period.

## **2. Bulkwater maintenance**

Work Preventative Maintenance will only take place when needed and upon instruction by the Service Manager, the maintenance shall only be undertaken after identifying a section or component on the water distribution network that needs attention. The maintenance will be to ensure that there is no consequence loss of physical integrity of bulk water supply for the airport. The important consequences of a loss of integrity are:

- The system is unable to function as intended due to components not working as intended, whether due to failure or incorrect settings;
- Loss of water from the system through leaks and overflows, resulting in this water not reaching consumers;
- The risk of contamination of the water system by external pollutants (chemical or biological pollutants).

The functional checks, servicing, repairing, or replacing of necessary components, equipment, use on the maintenance can be defined as the supplementing to:

- Reduce risk of failure of water supply;
- Increase overall yield, by ensuring network functions at its overall best;
- Optimise costs through leak detection and repairing on time; and
- Optimise water quality by ensuring corroded pipe sections are repaired or replaced.

Operational procedures for the water supply system must be taken into account when considering any maintenance, when portions of the system will be out of operation for a period of time. Aspects to address in this regard include:

- Timing of maintenance;
- Impacts of shutting down system components;
- Alternative means of water supply.

A communication strategy will be necessary when certain lines are closed for inspection and testing to ensure that the system is still functioning as required. All stakeholders affected shall be informed through the airport communication channel. The objective of the strategy should not only be to ensure that the message is received, but well received so as to ensure informed co-operation and compliance by users during the restrictions.

In quest to reconcile operations and water availability it will be critical for the contractor to consider the following on the bulk water line:

- Assessing the valve chambers where necessary clean if required;
- Check for any leakages in the system (block by block);
- Open and close isolating valves and check their functionality;
- Obtain and verify the calibration of pressure gauges;
- Analyse recorded data and provide report on the system pressures.

Any maintenance work will require replacement of valves, installation of couplings, Gibault, triplex, flanges or other fittings where necessary.

### **Operation and maintenance work**

The contractor will ensure all requirements for selection of materials for maintenance work are met by including the following fittings, pipes classes adequacy for operating, static and water hammer are covered, use of plastic pipes where risk of permeation damage exists, the contractor to only use SABS or ISO compliant pipes and fittings that are manufactured using strict quality control measures especially for plastic pipes.

### **Repairing works on the bulk line**

The contractor shall

- Locate the failure from external sign, if not possible it shall be through other means such as leak detection etc;

- Close isolation valves in the system to isolate area of repair;
- Ensure that work area is safe for working using appropriate signs, barriers and traffic diversion;
- Open up or excavate the failed section while ensuring worker safety and avoid further damage to the system;
- If necessary, pump out to drain water from the trench;
- Repair the failed section using an appropriate method
  - If small leak, repair with a clamp;
  - More extensive leak, damaged section of pipe may be cut out;
  - Replace a whole length if damage is extensive or in bad condition and likely to fail.

The inspections conducted on the bulkwater distribution network will be assessed based on the DER method as indicated on the tables below to assist on indicating where maintenance will be required through identifying the asset condition (degree), extent of defects, relevance of defect for safety of the ability to fulfil its intended function.

**Scale of asset condition**

Degree	Detailed description
0	No visible defects, not applicable
1	Generally good condition, no real defects
2	Fair condition, still performing adequately but could get worse if neglected
3	Poor condition, not performing its function properly or in such a state that it will soon become a significant problem
4	Very poor condition, not performing its function and will soon become a major problem

**Scale for the extent of defects in the asset**

Extent	Detailed description
0	Unable to inspect, underground or no access
1	Local, at one or 2 locations
2	Intermittent, at more locations than local



3	Almost general, at several widely spread locations
4	General, occurring extensively at all locations

**Scale for the relevance of defects for safety of the ability of the asset to fulfil its intended function**

Relevance	Detailed description
0	Not relevant
1	Minimum, very little effect on either function or safety
2	Minor, unlikely to have serious consequences
3	Major, could threaten structural integrity and / or safety of people
4	Maximum, could cause structural collapse and / or severe hazard

**3. Contract Management**

**Management meetings**

The Contractor is expected to attend meetings relating to operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor shall make all required persons available for these meetings. Provision for payment for attending meetings shall be deemed to be included in other rates of work and shall not be paid separately.

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	Monthly	Onsite/telecon/skype	Service Manager, Contractor and Supervisor

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the *works*. 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.

This is essentially a monitoring exercise which seeks to check the response of the system to the rules on the maintenance. It is critical to verify whether they are indeed meeting the purpose for which they are intended. It is possible that the system might behave differently, yield more or less than anticipated when work is conducted

### **Health and safety risk management**

The *Contractor* shall comply with the health and safety requirements contained in Annexure A of this document.

The Service Manager shall be entitled to fine the Contractor an amount of **R5000.00** for each non-conformance to Health and Safety matters. This shall not transfer any of the Contractor's responsibilities in this regard to the Employer by any means.

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

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

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

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

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

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

All airside areas

All basement areas

All areas accessible to the public

All enclosed areas

The terminal building

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

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



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

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

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

The Company reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any 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. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

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

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

Environmental constraints and management

*The Contractor shall comply with the environmental criteria and constraints stated in Annexure [B] to this Works Information*

### **Quality assurance requirements**

All work must be executed in accordance with prevailing industry norms and standards relating to quality, such as ISO9001.

Within the period stated in the Contact Data, the *Contractor* submits his complete quality control and assurance system (with all quality control and assurance procedures and manuals) for review and acceptance by the *Employer*. The manual includes pro-forma checklists for all requirements of the *Contractor's* quality control and assurance program and those called for in the Scope.

Acceptance by the *Employer* of the *Contractor's* quality assurance programme, quality plans and/or inspection and/or test plans, or of those of his Subcontractors will not relieve the *Contractor* of his obligation to provide services which meet the requirements of the Contract.

### **Invoicing and payment**

The *Service Manager* shall certify the payment certificate and submit it to finance upon receiving it from the *Contractor* in terms of core clause 51.1, the *Contractor* provides the *Employer* with a tax invoice showing the amount due for payment equal to that stated in the *Service Manager's* approved amount of the claim.

The *Contractor* shall address the tax invoice to the following Address,

Airports Company South Africa SOC Limited,  
OR Tambo International Airport,  
Kempton Park,  
Gauteng,  
1627

and include on each invoice the following information:

Name and address of the *Contractor* and the *Service Manager*;  
The contract number and title;  
*Contractor's* VAT registration number;  
The *Employer's* VAT registration number 4930138393;  
Description of work done by cross reference to *Service Manager's* certificate;  
Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT;  
Quote purchase order number as a reference

The *Contractor* should arrange with ACSA's finance department for making all payments electronically.

Invoices should be submitted via email to [Invoices.Acsa@airports.co.za](mailto:Invoices.Acsa@airports.co.za)

#### **Provision of bonds and guarantees**

The form in which a bond or guarantee required by the *conditions of contract* (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Employer* may withhold payment of amounts due to the *Contractor* until the bond or guarantee required in terms of this contract has been received and accepted by the person notified to the *Contractor* by the *Service Manager* to receive and accept such bond or guarantee. Such withholding of payment due to the *Contractor* does not affect the *Employer's* right to termination stated in this contract.

## **Specifications of the works**

*Employer's Specifications.* The Bill of Quantities is prepared in line with the SANS 1200 pipe installation with sections represented as section 1200A, 1200DB, 1200L, 1200PSL and 1200PSL\_1. All SANS specifications are applicable.

### **Items in schedule of quantities**

Principle: The rate or price tendered by the contractor for a scheduled item shall be deemed to cover the contractor's profit plus the cost to him of all labour, materials, plant, equipment and facilities required by him to carry out the operations or activities stated in the relevant subclause in the document. In addition to the cost to the contractor of carrying out such ancillary and associated activities as the contractor deems necessary for the completion of the works in accordance with the said specification.

### **SECTION 1200A: GENERAL REQUIREMENTS AND PROVISIONS**

The contractor's charges for completing an item scheduled in the preliminary and general section of the schedule shall be interpreted to be his rate or price to cover his direct costs plus overheads and include his profit and all costs and expenses that he requires for item specified and for all general risks, liabilities and obligations set forth or implied in the document on which the tender is based.

#### **PSA 8 MEASUREMENT AND PAYMENT**

##### **PSA 8.1 MEASUREMENT**

##### **PSA 8.1.1 Method of measurement, all sections of the Schedule**

##### **PSA 8.1.2 Preliminary and General item or section**

- NOTE: 1 The effect of the pro-forma clauses given below (from and including this PSA 8.1.2 through to and including PSA 8.4) is to alter the manner in which the Contractor's P&G items are dealt with in the Contract from that of a multitude of individual payment items for each of the various aspects of the Contractor's P&G, to that of only one (1) item (time-related) to all the various aspects of the Contractor's P&G generally.
- 2 Use of the pro-forma clauses given below is "optional", but nevertheless highly RECOMMENDED.
- 3 Although the pro-forma clauses given below essentially provide for only P&G items, it is pointed out that the opening phrase of subclause PSA 8.1.2.2 allows the compiler to add specific subitems within each of the 3 basic items (viz fixed, value-related and time-related) where it is considered appropriate for a particular contract to measure and pay for specific items of the Contractor's fixed, time-related or value-related items separately from the rest.

**PSA 8.2.2 Time-related items**

*REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:*

- 110.02 "Subject to the provisions of subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

Access condition of existing infrastructure required for works

The contractor together with a Civil Maintenance personnel is expected to conduct preventative maintenance inspection once a month for a period between 4-6 hours through an issued PM of ensuring that there is no loss of integrity to the physical infrastructure. The contractor will inspect PRV's, key isolation valves and chambers by opening and check its intended functionality, loss of water and any risk of contamination to the bulk water line.

Upon identifying any defective material, the contractor will notify the Service Manager a Corrective Maintenance work order shall be issued with a description of the work to be conducted.

**PS8.6 Prime cost items ..... Unit: Rate only**

- 110.04 Description of item to which Prime Cost Sum applies

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Service Manager, the Contractor shall be responsible for both the cost of normal testing as described in subclause .01 of the Specifications and for the cost of any additional test that indicates that the specifications have not been complied with.

**PSA8.9 Location and Protection of existing services .....Unit: m<sup>3</sup>**

- 110.05 The contractor will be held responsible for any damage to known services and he shall take all necessary measures to protect them. All protective measures shall be subject to approval. In the event of a service being damaged, the contractor shall immediately notify the authority concerned as well as the Service Manager. The contractor shall not repair any such service unless instructed to do so.

The contractor shall complete an investigation well in advance of the start of any maintenance work in the said section and he shall submit a report in good time to enable the Service Manager to make whatever arrangements are necessary for the protection of the services before further commencement.

**PSA8.10 Compliance with OHS Act and Regulations**

**(including the construction regulations 2014) ..... Unit: PC sum**

110.07 A safety file with safety plan, risk assessments and relevant information required shall be submitted to the airport safety department for approval before commencement of any work. The Contractor shall at all times observe proper and adequate safety precautions on the landside and airside. Where adequate safety precautions are not being observed, the Service Manager may order the Contractor to comply with minimum safety requirements at the contractor's expense, and compliance with such an order will not absolve the contractor from any of his responsibilities and obligations under the Contract.

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract, as described in 110.02 and 110.05 of specifications. The successful tenderer shall provide the Service Manager with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in sum amounts subject to proper/substantial compliance.

**SECTION 1200A: DAYWORKS**

The Service Manager may schedule and require unit rates as indicated in the Bill of Quantities with estimated hours of daywork for various classes of labour and amount to cover materials or plant, or both, likely ordered under daywork during the course of the Contract. The unit rates for labour and plant, or the percentage allowances for addition to the net cost of labour and materials shall cover overheads and profit. The rates for plant hire shall, in addition, cover the cost of plant operators, consumable stores, fuel and maintenance. The rates or allowances shall cover travelling allowances or travelling costs.

**PSA8.7 Vehicles, plant and equipment**

Measurement and payment shall be in accordance with the provisions of Subclause 50.1 to 51.4 of the NEC Term Service Contract.

The vehicles, plant and equipment used to execute the works on repairs or maintenance shall be capable of handling through all materials encountered on the working area, to the required sizes and depths.

110.09 **Temporary traffic control facilities**

**Measurement and payment (Type and size indicated) ..... Unit: No**

This item shall include for all required temporary traffic control facilities needed to work in within the e.g.roads or within a busy area.

110.10 **Data Logging**

The contractor shall provide data loggers to test the flow integration of the bulk water line, pressure, create a consumption profile. The information must be eligible to enable the Service Manager to create a significant water balance within the Airport.

**SECTION 1200DB: EARTHWORKS (PIPE TRENCHES)**

**PSDB8.3.2 Excavate in all materials for trenches, backfill, compact and dispose of surplus material**

142.01 If so, instructed by the Service Manager, the Contractor shall, before commencing with the excavation of the pipeline, expose the pipeline to be removed by means of careful hand excavation at positions agreed with the Service Manager.

Where existing pipes have to be removed, they shall be carefully opened up by machine excavation to 300 mm above the pipes after which the whole pipe shall be fully exposed by means of hand excavation.

The pipes shall be removed from the trench in a manner approved by the Service Manager and brought to the surface for inspection by the Service Manager.

Pipes that are declared suitable for reuse and pipes declared unfit for reuse shall be dealt with in an applicable manner.

Except where otherwise specified, trenches shall be of such a depth that the minimum cover over the pipes shall be 700 mm except at road-crossings where the minimum cover shall be 1 000 mm.

Backfilling shall, where directed by the Service Manager and compacted to 90% modified AASHTO density, be from the excavated material if suitable, otherwise be stabilized with 5% cement. The aggregate shall consist of approved soil or gravel containing stones not bigger than 38 mm and with a plasticity index not exceeding 10.

In all cases, the reinstatement of surfaces over full extent of the top of the actual excavation shall comply with the applicable of the requirements.

In case of a bitumen surfaced road, the Contractor shall, as soon as practicable after completion of backfilling reinstate subbase and base, using quality material at least equal to that material used in the construction of the road. The minimum layers shall be 150mm thick.

**Measurement and payment .....Unit: m<sup>3</sup>**

142.02 The unit of measurement shall be the cubic metre of material excavated, measured in place according to the authorised dimensions, and excluding the volume of material excavated and paid for under subitem 142.01.01 to 142.01.02.

No payments will be made under subitems .01 and .02 in respect of any materials measured and paid for under subitem 3 below.

(3) Hand excavation where ordered by the Service Manager in:

- 01 Intermediate material ..... Unit: m<sup>3</sup>
- 02 Hard material ..... Unit: m<sup>3</sup>

The unit of measurement shall be the cubic metre of material, measured in place according to the authorised dimensions, which was excavated by hand on the specific prior written instructions of the Service Manager; provided always that the Service Manager's said instruction shall have stated that measurement and payment for such hand excavation will be in accordance with this item.

The tendered rate shall include full compensation for the additional cost, effort and time resulting from excavating in the respective materials using hand methods only.

The Service Manager shall not be obliged to authorise payment under this item in respect of any hand excavation carried out (whether ordered in writing or otherwise), which hand excavation was in any case necessary to achieve compliance by the Contractor with his obligations under the Contract to

- (i) utilise maintenance/repair work appropriate to the nature of the specific parts of the works; and/or
- (ii) protect existing structures and/or services; and/or
- (iii) comply with all prevailing legislation and regulations.

142.03 After removal of the pipelines, the trenches shall be backfilled using the suitable material and compacted to 90% modified AASHTO density. The provisions of subclauses 142.01 shall apply.

**PSDB 8.3.3 Excavation ancillaries**

To determine the volume in the case of gravel roads, the depth will be measured from the underside of the gravel wearing course to the top of the fill blanket, and in the case of bitumen roads, from the underside of the subbase to the top of the fill blanket.

The rest of the trench shall be backfilled as specified in clauses above, as applicable, and payment will be made under each item unit from .01 to .07.

**SECTION 1200L: MEDIUM PRESSURE PIPELINES**

**PSL 3 MATERIAL**

**PSL 3.1 GENERAL**

The specification contains clauses that are generally applicable to medium pressure pipelines. Interpretations and variations are stipulated below. Pipes and fittings shall be of types in the project specification, unless otherwise required in terms of the maintenance Contract. All pipes and fittings shall be supplied complete with couplings and jointing material. Satisfactory temporary end covers shall be provided for the protection of threads,



flanges, and prepared ends of plain-ended pipes and fittings, and to prevent damage to internal lining during transportation and during handling on the site.

**PSL8.2.1 Supply, lay flexible pipe complete with couplings**

**Measurement and payment ..... Unit: m**

210.02 The unit of measurement shall be the metre of material supplied, measured in place according to the authorised dimensions. As per SABS 966 rubber-ring coupled uPVC class 16 pressure pipes from a size of (450mm to 90mm) as stated in .01 to .06 of the bill.

Each type of pipe delivered to the Site shall be of a standard length corresponding to the standard lengths offered by the pipe manufacturer in his catalogue, with a maximum permissible variation in length of  $\pm 2\%$ .

A pipe that is shorter or longer than the defined standard will be rejected by the Service Manager, except when such non-standard lengths are required in terms of the Contract and have been specifically manufactured or cut as such by the pipe manufacturer or supplier.

**PSL8.2.2 Supply, joint and fix pipes suspended from on and including from hangers and brackets**

**Measurement and payment ..... Unit: m**

210.03 The Contractor shall, if so instructed, make available to the Service Manager the maker's certificates covering the chemical analysis and physical properties of the steel used in the manufacturing of the pipes and specials, and shall provide written confirmation that welding has been carried out by coded welders.

Steel pipes shall be hot-dip galvanized where required, contact with corrosive soil shall be wrapped with Densopol 80 HT or an equivalent approved product, strictly in accordance with the manufacturer's instructions.

The pipes shall be 'normalised' or seamless steel pipes and shall be used with malleable cast-iron fittings complying with the requirements of SABS 509. In addition, all pipe specials and fittings shall be free of weld spatter and all sharp corners and edges shall be ground smooth and round before painting.

**PSL8.2.3 Supply, joint and fix pipes to walls .....Unit: number**

210.04 The tendered rate shall include full compensation for the cost of removal of old joint and fix pipe of different sizes as stated in the bill of quantities. The pipes joints shall be firmly anchored airtight to prevent water leaks and hammer from the dislodgement of joints.

**PSL8.2.4 Supplying laying and installation of uPVC pressure pipe specials complete with couplings.....Unit: number**

210.05 The Contractor shall, if so instructed, make available to the Service Manager (Bends, Tees, End Caps and Flange adaptors). The tendered rate shall include full compensation of changes in pipe direction pieces, including bends and T-junctions, and end caps where installation or



replacement is required. Flange adaptors for jointing shall also be included with holes allowing them to be bolted together. A gasket shall be fitted between the two flanges to ensure a watertight seal.

**PSL8.2.5 Supplying laying and installation of galvanised steel pipe specials complete with couplings.....Unit: number**

210.06 The Contractor shall, if so instructed, make available to the Service Manager (Bends, Tees, Reducing Tees, Isolating valves and Butterfly valves). Large diameter steel pipes may be joined by welding them together in the field if necessary. Quality control will critical to ensure that welds are done properly. Where a bend is changed a pipe marker or beacon shall be placed.

Isolation valves are prone to deterioration and failures such as stripped, broken or bent stems, as such with the ACSA civil maintenance personnel will carrying out continuous inspection of the bulk line once a month. Where defects have been located for these gates (small pipes) or butterfly (larger pipes) valves arrangements shall be made to replace the defective valve. The tendered rate shall include full compensation of supplying and installation where it is required.

**PSL8.2.6 Supply and replace, pipework and flanges fitting, valves controls and cabling .....Unit: number**

210.07 The Contractor shall, if so instructed, make available to the Service Manager to supply and maintain all the reservoir valves and chamber stations. Timeous repair, maintenance of components (preventative maintenance) is crucial. It is important to understand the service behaviour of different components in the system and repair, them through proactive maintenance at the optimal time to minimize operational interruptions and costs. Spares are required for appropriate application when required.

**Valves**

Valves shall comply with the following requirements:

- (a) They shall open/close clockwise and shall have a non-rising spindle and handwheel.
- (b) They shall be class 16 valves complying with SABS 664.
- (c) They shall comply with the requirements of SABS 1123 table 1600.

**PSL7 Testing**

All repaired pipes shall be tested for pressure. The maximum working pressure for the different pipes is indicated by the class of the pipe.

**SECTION E: LEAK DETECTION**

**PSL9.2.1 Inspect existing pipelines and note any visible surface leaks .....Unit: number**

The contractor shall provide a rate of inspecting the line where necessary for any leaks. Leaks in distribution pipes are categorised as bursts or background leaks. Bursts are large enough to be detected through active leak detection efforts, while background leaks are too small.

Any surfaces on which indications of leaks are observed shall be explored by visual methods first if considered necessary by the Service Manager, shall be opened through excavation, breaking up concrete, or cleaned out if on surface. The active leakage control is not limited to a specific method there are various methods to actively find and repair leaks in the system. The contractor is not limited to any form when pricing (sound leak or sensor).

The contractor must assist in benchmarking system leakage in the distribution on the concept of unavoidable annual real losses (UARL) to get the infrastructure leakage index (ILI).

**PSL9.2.2 Inspection of all visible chambers .....Unit: number**

The tendered rate shall include full compensation of a competent person from the contractor to enter the chamber with safety precautions conducted. The inspection of the chamber will permit the competent person to directly view the internal walls, equipment i.e. valves, joints etc. to ascertain if there are no leaks present.

**PSL9.2.3 Location and inspection of buried/hidden chambers .....Unit: number**

A provision shall be made in case where chamber might be buried/hidden to include full compensation for such where necessary for inspecting any leaks within the line inside the chamber.

**PSL9.2.4 Inspection of consumer meters (regardless of the size) .....Unit: number**

If required during leak detection, water meters shall be inspected prior shall be given by the Service Manager to the contractor. A comparison of the readings on the bulk line through sum of volume be served for analysing problematic areas.

**PSL9.2.5 Hire / supply of specialist equipment for active leak detection .....Unit: Rate Only**

Equipment shall be used where necessary or as instructed by the Service Manager in cases where the leak is not easily found through visual inspection of the bulk line, chambers, and other areas. Various leak detection devices exist, some based on listening for the sound leaks make from outside the network, while others place a sensor inside the pipe shall be used for such activity. Rate shall include inspecting the areas considered to be a possible area for active leaks.

**EMERGENCY WORKS**

**PSL9.2.6 Supply and delivery of materials of leaks to site**

A provisional sum for the works above is included. The Contractor shall, if so instructed, make available to the Service Manager, to procure material if not included in the scope or not

available from spares for repairing the leak detected on the water bulk line. The contractor must be on time and finish the quoted time. Speed and quality of repairs will be to ensure that leaks are stopped as quickly as possible and do not reoccur.

**SECTION F: PRESSURE MANAGEMENT**

**PSL 10.1.1 Identify existing pressure zones.....Unit: Sum**

The contractor’s pricing for this section must take into previous item in the bill of quantities. This is to perform an assessment on the bulk network shall the need arise. No payment will be made under this clause until acceptable information/data has been submitted describing the pressure zones. The contractor shall ACSA civil maintenance personnel as call upon for inspection by the Service Manager through the preventative maintenance inspection also maintain pressures in the system as close as possible to the minimum required levels. Any potential loss or increases in pressure shall be identified on their locations, the following as described in the table below shall be exercised.

<b>Loss management interventions</b>	
Investigate pressure management options	Yes
Identify options for improved maintenance	Yes
Review burst frequencies	Yes
Assess economic leakage level	Yes

The measurement can be done using a mechanical pressure gauge or an electronic pressure transducer. Where hydraulic transient pressures need to be recorded, the pressure measuring equipment should be capable of taking readings at a rate that will record the full transient wave, and not just a few points on it. Calibration and verification of the pressure gauges and transducers is important before being used.

**PSL 10.1.2 O&M on existing pressure zones.....Unit: number**

Equipment shall be used where necessary or as instructed by the Service Manager when conducting maintenance. Maintenance includes the cleaning of strainers, cleaning, fixing of leaks and replacing damaged covers if necessary. Pumping out any water accumulated inside from rainwater, check walls for any internal cracks.

**4. Personnel**

A schedule of key personnel to this Contract will be provided to the Service Manager at commencement of this Contract. This will, as a minimum, include all persons from technician/artisan level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.

It is the contractor’s responsibility to ensure that there is always sufficient competent staff to perform the works as planned. It shall be the Contractor’s responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.

All key personnel are required to have personal access permit to access the site.

The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour/time spent in obtaining it. An allowance must be made in the tender price in this regard.

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof. This will include the permit application process.

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

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

<b>Permit</b>	<b>Required by/for</b>	<b>Department</b>
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety
Basement Parking permit	All vehicles allowed to enter the delivery basement	ACSA Parking
Personal permit	All persons employed on the airport	ACSA Security
Cell phone permit	All persons taking cell phones to airside	ACSA Security
Lap top permit	All persons taking lap top computers to airside	ACSA Security
Camera permit	All persons taking cameras or camera equipment to airside	ACSA Security
Hot Works Permit	All welding and/metal cutting work	ACSA Safety

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

### **Subcontracting**

Should any part of the works be subcontracted, the Contractor will be responsible for all Works as if it was done so by the Contractor.

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

**5. Annexes to the Scope of Work**

1.1. Annexures issued by the *Employer*

*[This is the list of Annexure to the Scope of Works issued by the Employer at or before the Contract Date and which apply to this contract]*

<b>Annexure</b>	<b>Revision</b>	<b>Title</b>
<b>Annexure A</b>	<b>1</b>	<b>Occupational Health and Safety Agreement</b>
<b>Annexure B</b>	<b>2</b>	<b>Environmental Terms and Condition</b>

**ANNEXURE A:**

**OCCUPATIONAL HEALTH AND SAFETY ACT 1993**

**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

**OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

<b>Name of Organisation:</b>  <b>AIRPORTS COMPANY SOUTH AFRICA O.R. TAMBO INTERNATIONAL AIRPORT</b>
<b>Physical Address:</b> <b>1 Jones Road O.R. Tambo International Airport Kempton Park</b>

**Hereinafter referred to as “Client”**

<b>Name of organisation:</b>
<b>Physical Address</b>

**Hereinafter referred to as “the Mandatary/ Principal Contractor”**

## MANDATORY'S MAIN SCOPE OF WORK

### THE PERIODIC MAINTENANCE OF BULKWATER AT O.R. TAMBO INTERNATIONAL AIRPORT

#### 1. Definitions

- 1.1 "Mandatory" is defined as an agent, a principal contractor or a contractor for work, or service provider appointed by the Client to execute a scope of work on its behalf, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant.
- 1.2 "Client" refers to ACSA;
- 1.3 "Parties" means ACSA and the Contractor, and "Party" shall mean either one of them, as the context indicates;
- 1.4 "Services" means the services provided by the Contractor or Stakeholder to ACSA;
- 1.5 "Stakeholder" refers to companies conducting business at ACSA premises or within close proximity where there is an interface with ACSA operations;
- 1.6 "The OHS Act" refers to Occupational Health and Safety Act 85 of 1993, as amended;
- "The COID Act" refers to Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended; and
- 1.7 "SHE" means Safety, Health and Environment.

#### **GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. "Mandatory" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
7. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
8. This Agreement shall be binding for all work the Mandatory undertakes for the client.
9. All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

## THE UNDERTAKING

The Mandatary 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 will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards.
- 4.2 The Mandatary shall review the risk registers as and when the scope of work changes and keep the latest version on the SHE File.

### **5. MEDICAL EMERGENCY RESPONSE**

The Mandatary shall submit a detailed emergency response procedure to the Client OHS Department as part of the SHE File prior to start of work. The procedure shall stipulate how the Mandatary intends to attend to medical emergencies. In the sites where the Client has onsite clinic services, the medical staff can provide first line response and stabilise the patient however the Mandatary shall then activate its own medical response procedure and transport the patient to the medical facilities for further medical attention.

### **6. APPOINTMENTS AND TRAINING**

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.



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

## **7. SUPERVISION, DISCIPLINE AND REPORTING**

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

## **8. COOPERATION**

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

## **9. WORK PROCEDURES**

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

## **10. HEALTH AND SAFETY MEETINGS**

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

## **11. COMPENSATION REGISTRATION/INSURANCE**

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

11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

## **12. MEDICAL EXAMINATIONS**

12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.

12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

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

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

## **13. INCIDENT REPORTING AND INVESTIGATION**

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

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

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

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

## **14. SUB CONTRACTORS**

14.1 The Mandatary shall notify the Client of any subcontractor he / she may wish to source to perform work on his / her behalf on the Client premises. It is hereby recorded that all the terms and

provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:

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

## **15. SECURITY AND ACCESS**

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

## **16. FIRE PRECAUTIONS AND FACILITIES**

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

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

## **17. FACILITIES**

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

## **18. HYGIENE AND CLEANLINESS**

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

## **19. INTOXICATION AND SUBSTANCE ABUSE**

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

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

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

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

## **20. PERSONAL PROTECTIVE EQUIPMENT**

- 20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.
- 20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.
- 20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

## **21. PLANT, MACHINERY AND EQUIPMENT**

- 21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.
- 21.3 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

## **22. USAGE OF THE CLIENT'S EQUIPMENT**

- 22.1 The Mandatary hereby acknowledge that his / her employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Client has been obtained, in which case the Mandatary shall ensure that only those persons authorized to make use of same, have access thereto.
- 22.2 The Client shall ensure that it isolates and apply LOTO on any equipment's and machinery where there is an unexpected start up or flow of energy. The Mandatary has a responsibility to apply its own LOTO procedures before starting with work and post the use of the equipment and machinery.

## **23. PERMIT MANAGEMENT**

- 23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.
- 23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit

to Work to be issued.

## **24. TRANSPORTATION**

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

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

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

## **25. CLARIFICATION**

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

## **26. DURATION OF AGREEMENT**

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

## **27. NON-COMPLIANCE WITH THE AGREEMENT**

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

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

## **28. INDEMNITY**

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

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

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

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

**29. FURTHER UNDERTAKING**

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

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

**ACCEPTANCE BY MANDATARY**

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

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**  
(Warrant his authority to sign)

\_\_\_\_\_  
**DATE**

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**AIRPORTS COMPANY**  
SOUTH AFRICA

**SIGNATURE ON BEHALF OF THE CLIENT  
AIRPORT COMPANY SOUTH AFRICA**

**DATE**

Witnesses:

3. \_\_\_\_\_

4. \_\_\_\_\_



**ANNEXURE B:**

**ENVIRONMENTAL TERMS AND CONDITIONS - EMS 048**

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

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

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

**Penalties**

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

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

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

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

Signed: \_\_\_\_\_ on this date: \_\_\_\_\_ (dd/mm/yyyy)

at: .....

**C3.2 CONTRACTOR'S WORKS INFORMATION**

*The Contractor should include information such as the Contractor's design and Plant and Materials specifications and schedules etc*



**PART C4: SITE INFORMATION**

Bulkwater Maintenance will be performed next to or in all buildings and assets as included, but not limited to the list below:

1.	International Pier	1
2.	Terminal A, CTB	1
3.	Terminal B Domtex	1
4.	Multi Storey Parkade	1
5.	Bus Terminal	1
6.	Lower Roof (Airlines)	1
7.	Lower Roof (JOC)	1
8.	Administration Building 4 <sup>th</sup> Floor	1
9.	KB1	1
10.	KB2	1
11.	Engen Skytop	1
12.	New Perishable Cargo	1
13.	Freight Agents Building	1
14.	Freight Warehouse	1
15.	New Complex	1
16.	Fire Station	1
17.	Western Precinct	1
18.	Remote Sites	1