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**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**TITLE OF SERVICE: GENERAL BUILDING MAINTENANCE SERVICES AT KING SHAKA INTERNATIONAL AIRPORT  
FOR A PERIOD OF FIVE (5) YEARS.**

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at King Shaka International Airport**  
(Registration Number: 1993/004149/30)

and

(Registration Number: )

for **GENERAL BUILDING MAINTENANCE SERVICES AT KING SHAKA  
INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS**

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**PART C1: AGREEMENT AND CONTRACT DATA****C1.1 Form of Offer and Acceptance****Offer**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of **General Building Maintenance Services at King Shaka International Airport for a Period of Five (5) years.**

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

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

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

(in words) .....

..... Rand;

R..... (in figures)

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

**for the contractor**

Signature ..... Date .....

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

(Name and address of organisation) .....

Name and signature of witness .....  
.....

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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

## Acceptance

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

The terms of the contract, are contained in:

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

Part C2: Pricing data

Part C3: Service information

Part C4: Site information

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

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

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

### for the Employer

Signature ..... Date .....

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

Airports Company South Africa SOC Limited,

King Shaka International Airport,  
La Mercy drive

Name and  
signature  
of witness ..... Date .....

**Schedule of Deviations**

1 Subject .....

Details .....

.....

.....

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2 Subject .....

Details .....

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.....

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3 Subject .....

Details .....

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4 Subject .....

Details .....

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5 Subject .....

Details .....

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

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

Signature(s)

Name(s)

Capacity

**for the Employer**

Airports Company South Africa SOC Limited  
King Shaka International Airport  
La Mercy Drive

Name & signature  
of witness

Date

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## C1.2 Contract Data

### Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	<b>A: Priced contract with price list (bills of quantities)</b>
	dispute resolution Option:	<b>W1: Dispute resolution procedure</b>
	and secondary Options:	<b>X1 Price Adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17 Low Service Damages</b>
		<b>X18: Limitation of Liability (as amended in Option Z)</b>
		<b>X19: Task Order</b>
		<b>X20: Key Performance Indicators</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013)	
10.1	The <i>Employer</i> is (Name):	<b>Airports Company South Africa SOC Limited</b>
	Address	King Shaka International Airport La Mercy Drive
10.1	The <i>Service Manager</i> is:	
11.2(1)	The <i>Accepted Plan</i> is	<b>Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.</b>
11.2(2)	The <i>Affected Property</i> is	<b>King Shaka International Airport as set out in Part C4 <i>Site Information</i></b>
11.2(13)	The <i>Service</i> is	<b>General Building Maintenance Services for a five (5) year period as set out in Part C3 <i>Service Information</i>.</b>

11.2(14)	The following matters will be included in the Risk Register	Service Level Performance Adherence & Compliance to requirements The method statements, OHS Act, ACSA policy & procedure Legislation and regulation
11.2(15)	The <i>Service Information</i> is in	<b>The section titled Service Information included as Part C3 of this document.</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>7 calendar days</b>
21.1	The period within which the Contractor provides the Contractor's Plan	<b>14 calendar days from Contract Date</b>
<b>2</b>	<b>The Contractor's responsibilities</b>	<b>Detailed in Part C3 (Service Information)</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>Once signed by ACSA</b>
30.2	The <i>Service Period</i> is	<b>Up to Five (5) years from the <i>starting date</i> or when the contract value has been expended, whichever occurs first</b>
<b>4</b>	<b>Testing and Defects</b>	<b>No data is required for this section of the <i>conditions of contract</i></b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is on the	<b>Every 4 weeks (Monthly)</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand (ZAR)</b>
51.2	The period within which payments are made is	<b>30 days</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Nedbank Bank, as determined from time to time.</b>

<b>6</b>	<b>Compensation events</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>8</b>	<b>Risks and insurance</b>	<b>Refer to Part C1.4</b>
<b>83.2</b>	<b>The minimum amounts of cover or minimum limits of indemnity required for the insurance table</b>	<b>Refer to Part C1.4</b>
<b>9</b>	<b>Termination</b>	<b>No data is required for this section of the conditions of contract.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list (bills of quantities)</b>	<b>Refer to Part C2</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The Adjudicator is	<b>The person appointed jointly by the parties from the list of adjudicators contained below</b>
W1.2	The Adjudicator nominating body is	<b>The current Chairman of Johannesburg Advocate's Bar Council</b>
W1.4	The tribunal is	<b>Arbitration</b>
W1.4	If the tribunal is arbitration, the arbitration procedure is	<b>The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)</b>
W1.4	The place where arbitration is to be held is	<b>Johannesburg, South Africa.</b>
W1.4	The person or organization who will choose an arbitrator	<b>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>



<b>12</b>	<b>Data for secondary Option</b>	
<b>X1</b>	<b>Price Adjustment for inflation</b>	<p>Price adjustment for inflation shall only take place on contract anniversary.</p> <p>Price adjustment for inflation will be limited to a maximum of consumer price inflation (CPI) as at the anniversary date of the contract.</p>
<b>X2</b>	<b>Changes in the law</b>	No data is required for this secondary option.
<b>X17</b>	<b>Low Service Damages</b>	No additional data is required for this secondary option – Also refer to the Low Service Damages Table.
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	<b>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</b>
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	<b>The total of the Prices</b>
X18.3	<p>The Contractor's total liability to the Employer for defects due to his design</p> <p>which are not listed on the Defects Certificate is limited to</p>	<b>The total of the Prices</b>
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to	<p><b>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.</b></p> <p><b>The excluded matters are amounts payable by the Contractor as stated in this contract for:</b></p> <ul style="list-style-type: none"> <li>- Loss of or damage to the Employer's property,</li> <li>- Defects liability,</li> <li>- Insurance liability to the extent of the Contractor's risks</li> <li>- death of or injury to a person;</li> <li>- infringement of an intellectual property right</li> </ul>

<b>X19</b>	<b>Task Order</b>	<b>No additional data is required for this secondary option</b>
<b>X20</b>	<b>Key Performance Indicators</b>	
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in	Refer to part C3
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of	Refer to part C3
<b>Z</b>	<b>The <i>Additional conditions of Z1 – Z19 contract</i> are</b>	
	<b>Amendments to the Core Clauses</b>	
<b>Z1</b>	Interpretation of the law	
<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>Providing the Service:</b>	
<b>Z2.1</b>	<b>Delete core clause 20.1 and replace with the following:</b>  The <i>Contractor</i> provides the Service in accordance with the Service Information and warrants that the results of the Service, when complete, shall be fit for their intended purpose.	
<b>Z5</b>	<b>Termination</b>	
<b>Z5.1</b>	<b>Add the following to core clause 91.1, at the second main bullet, fifth sub-bullet point, after the words “assets or”:</b> “business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings”.	
	<b>Amendment to the Secondary Option Clauses</b>	
<b>Z7</b>	<b>Limitation of liability:</b>	
	<b>Insert the following new clause as Option X18.6:</b>	
<b>Z7.1</b>	The <i>Employer's</i> liability to the <i>Contractor</i> for the <i>Contractor's</i> indirect or consequential loss is limited to R0.00	

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

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#### **Additional Z Clauses**

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#### **Z8 Cession, delegation and assignment**

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- Z8.1** The *Contractor* shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the *Employer*, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the *Contractor*
- Z8.2** The *Employer* may cede and delegate its rights and obligations under this contract to any person or entity

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#### **Z9 Joint and several liability**

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- Z9.1** If the *Contractor* constitutes a joint venture, consortium or other unincorporated grouping of two or more persons, these persons are deemed to be jointly and severally liable to the *Employer* for the performance of the Contract.
- Z9.2** The *Contractor* shall, within 1 week of the Contract Date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on their behalf.
- Z9.3** The *Contractor* does not materially alter the composition of the joint venture, consortium or other unincorporated grouping of two or more persons without prior written consent of the *Employer*.

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#### **Z10 Ethics**

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- Z10.1** The *Contractor* undertakes:
- Z10.1.1** not to give any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract;
- Z10.1.2** to comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the *Employer* is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
- Z10.2** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to Provide the Works or taking any other action as appropriate against the *Contractor* (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.

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

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**Z11 Confidentiality**

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- Z11.1** All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the *Contractor* and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the *Service Manager* or the *Employer*, which consent shall not be unreasonably withheld.
- Z11.2** If the *Contractor* is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the *Service Manager*.
- Z11.3** This undertaking shall not apply to –
- Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed;
- Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

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

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- Z12.1** If the *Contractor* defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the *Contractor*

- Z12.2** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

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**Z13      Liens and Encumbrances**

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- Z13.1** The *Contractor* always keeps the Equipment used to Provide the Services free of all liens and other encumbrances. The *Contractor*, vis-a-vis the *Employer*, waives all and any liens which he may from time to time have, or become entitled to over such Equipment and any part thereof and procures that his Subcontractors similarly, vis-a-vis the *Employer*, waive all liens they may have or become entitled to over such Equipment from time to time
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**Z14      Intellectual Property**

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- Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- Z14.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP
- Z14.5** The *Contractor* shall indemnify and hold the *Employer* harmless against and from any claim alleging an infringement of IP rights ("**the claim**"), which arises out of or in relation to:
- Z14.5.1** the *Contractor's* design, manufacture, construction or execution of the Works
- Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3** the proper use of the Works.
- Z14.6** The *Employer* shall, at the request and cost of the *Contractor*, assist in contesting the claim and the *Contractor* may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.
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**Z15 Dispute resolution:**


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**Z15.1 Appointment of the Adjudicator**


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

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

**Panel of Adjudicators**

Name	Location	Contact details (phone & e mail)
Adv. Ghandi Badela	Gauteng	+27 11 282 3700 <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:ryneke@duma.nokwe.co.za">ryneke@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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**Z15.2 Appointment of the Arbitrator**


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

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>

## **Z16 Notification of a compensation event**

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

## **Z17 BBEE and Tax Clearance Certificates**

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

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**Z18      Communication**

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

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

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

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**Z19      Delegation**

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

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

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**PART C1.2b CONTRACT DATA****PART TWO – DATA PROVIDED BY THE *CONTRACTOR***

Clause	Statement	Data
10.1	The Contractor is (Name): Address:  Telephone No. Fax No.	
11.2	The <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	

Name:

Job:

Responsibility:

Qualifications:

Experience:

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

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## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

#### OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT

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

#### OBJECTIVES

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

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

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

**The parties to this Agreement are:**

**Name of Organisation:**

**AIRPORTS COMPANY SOUTH AFRICA "ACSA"**

**King Shaka International Airport**

**Hereinafter referred to as "Client"**

**Name of organisation:**

**Physical Address**

**Hereinafter referred to as "the Mandatory/ Principal Contractor"**

## MANDATARY'S MAIN SCOPE OF WORK

### THE APPOINTMENT OF A MAINTENANCE CONTRACTOR FOR THE MAINTENANCE OF THE LANDSCAPING, GARDENS AND PLANTS AT THE OR TAMBO INTERNATIONAL AIRPORT(ORTIA)

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#### 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.

<b>GENERAL INFORMATION FORMING PART OF THIS AGREEMENT</b>
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1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable

- Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
  6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
  7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
  8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work,.

## THE UNDERTAKING

The Mandatory undertakes to comply with:

### 2. REPORTING

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

### 3. WARRANTY OF COMPLIANCE

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

### 4. SHE Risk Management

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

- 4.2 The 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 immoveable property arising out of or caused by or in connection with the execution of the Mandatary's contract with the Client, unless such liabilities, losses, claims or proceedings whatsoever are attributable to the Client's faults. The Mandatary or his/her employees is liable to prove without reasonable doubt that the loss is due to the Client's fault or negligence.

**COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY**

**ACT 85 OF 1993**

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

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

**29. FURTHER UNDERTAKING**

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

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

**ACCEPTANCE BY MANDATARY**

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

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

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

Expiry date .....

---

**SIGNATURE ON BEHALF OF MANDATARY**

---

**DATE**

(Warrant his authority to sign)

Witnesses:

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

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

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**SIGNATURE ON BEHALF OF THE CLIENT**

---

**DATE**

**AIRPORT COMPANY SOUTH AFRICA**

Witnesses:

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

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

## PART C1: AGREEMENTS AND CONTRACT DATA

### C1.4: ACSA INSURANCE CLAUSES

#### INSURANCE CLAUSES FOR OPEX CONTRACTS

##### *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 effected 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

enforce the compliance by Sub-Contractors with this clause where applicable.

## **PART C2: PRICING DATA**

### **C2.1 Pricing Assumptions**

#### **1. PRICING INSTRUCTIONS:**

- 1) Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.
- 2) Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- 3) All rates quoted as part of this bid will apply to ad hoc works as/when required (additional work outside scheduled maintenance).
- 4) Do not leave any area blank in the pricing schedules (e.g., if not applicable (N/A) or included in cost elsewhere, indicate accordingly)
- 5) Permit costs:
  - a) Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
  - b) No mark-up to be levied on Permit costs.
  - c) All employees will be checked for criminal records and no permit will be granted to those with criminal records.
  - d) Cost for lost permits and new employees will not be reimbursed by ACSA.
- 6) 3rd Party Procured Items and Services:
  - a) Spares (material), equipment and sub-contracted work will be charged at cost plus mark-up.
  - b) VAT shall not form part of mark-up calculations.
  - c) ACSA shall provide a storeroom where the materials will be stored.
  - d) The procured spares / materials quotes must be market related and contractor to provide a receipt/invoice from the supplier. Cost shall be net cost (excluding VAT) of materials supplied to site with all discounts deducted.
  - e) All material supplied must be SABS approved.
- 7) The Bid offer must be inclusive of VAT.
- 8) The VAT portion must be indicated separately.
- 9) Payment for this contract will be against proven cost.
- 10) Annual Increases will be negotiated with CPI being the maximum granted.

## 2. Mark-Up of 3<sup>rd</sup> Party Procurement:

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

Mark-Up	
Value of Item or Services Per Job Card / Task Order Issued	Mark Up Percentage
R0 - R2,000	%
R2,001 - R5,000	%
R5,001 - R10,000	%
R10,001 - R50,000	%
Over R50,000	%

## 3. PRICE SCHEDULE – ANNUAL SUMMARY

#	Description	Annual Total Excl. VAT
1	Bills of Quantities 1 – Administration	R
2	Bills of Quantities 2 – Call outs & Labour Schedule	R
3	Bills of Quantities 3 – Preventative Maintenance Schedules	R
3	Bills of Quantities 4 - Common Works	R
4	Provisional Sum: Third Party Procurement / Specialised Services / Rate Only Works	R 480 000.00
5	Provisional Sum: ACSA Issue Permits	R 40 000.00
<b>Total Excluding Escalation and VAT - Carried to Final Summary</b>		<b>R</b>

**4. PRICE SCHEDULE – FINAL SUMMARY**

Item	Description	Consumer Price Inflation	Annual Total Excl. VAT
1	Year 0 - 1	<b>No Escalation in year one (1)</b>	R
2	Year 1 – 2 <i>(Add 5% to total from year 0-1)</i>	5%	R
3	Year 2 – 3 <i>(Add 5% to total from year 1-2)</i>	5%	R
4	Year 3 – 4 <i>(Add 5% to total from year 2-3)</i>	5%	R
5	Year 4 – 5 <i>(Add 5% to total from year 3-4)</i>	5%	R
6	Provisional Sum	-	R 4 900 000.00
<b>Total Excluding VAT</b>			<b>R</b>
<b>Value Added Tax – 15%</b>			<b>R</b>
<b>Total Including VAT – Carried to Form of Offer</b>			<b>R</b>

## C2.2 The Price List

In contract, the works to be done will be instructed via a Task Order (X19) by the Service Manager or their delegated representative.

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

Materials will be paid for on a proven cost basis.

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

### NOTE TO TENDERER:

- The schedule is formulated to be assessed on activities completed per month. However, work shall only be done with instruction via a Task Order. This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.
- Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
- Permits and Induction shall be paid at cost and shall be paid on proven cost. The Contractor shall provide proof of personnel that attended the Induction and received a permit.
- Before a Permit is issued, a Police Clearance will be done. No permit will be granted to persons who are not in good standing with their criminal record.
- Bidders to note that any changes in the staff between permit renewal cycles of 2 years is for the cost of the Contractor.

*The fully completed and approved price list will be included in this section of the final contract*

### *Attach Complete Price Schedule*

- *Price Summary*
- *BOQ 1 - Administration*
- *BOQ 2 – Call Outs & Labour Schedules*
- *BOQ 3 – Preventative Maintenance*
- *BOQ 4 – Common Works*
- *BOQ 5 – Specialised Services – Rate Only*

## **PART 3: EMPLOYER'S SERVICE INFORMATION**

### **C3.1 Description of service**

Refer to attached Annexure A



## PART 3: EMPLOYER'S SERVICE INFORMATION

### C3.2 Service Level Agreement

#### Operational hours

Normal airport operational hours shall be regarded as being **from 04:00 (Commencement of airport operations) to 00:00 (end of airport operations)** for every day of the year. However, this time will vary on a day-to-day basis based on the flight schedule for the day. Therefore, airport operational hours may be amended by the Service Manager from time to time and (within reason) this shall have no impact on the Contractors fee and rates.

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

#### Human resources

The following minimum standards shall apply to resourcing:

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

#### Performance Management

Key Performance Area	When	Target	Low Performance Damage
1. Repairs completed on time as agreed between client and contractor	Always	Complete each work request / work order / task order within the time agreed between the contractor and client.	2.5% damages to be deducted from the value of the work request / work order / task order for every week delayed (7-day period)
2. Preventative Maintenance Schedules	As needed	Complete each preventative maintenance schedule within the time allocated. (Weekly, Monthly, Quarterly)	R500 in low performance damages for failure to complete the schedules within the allocated time.
3. Emergency Call Outs	As needed	Within 45 minutes from notification	R500 in low performance damages for failure to respond in the specified time.
4. Urgent Call Outs	As needed	Within 24 hours from notification	R250 in low performance damages for failure to respond in the specified time.
5. Staff compliment to be suitably qualified and experienced	As needed	The contractor must ensure that there is always qualified and experienced staff to attend to the works as set out in the specifications	R1000 in low performance damages and instruction to vacate site until such time the contractor can provide a suitably qualified and experienced staff member.

6. Housekeeping	Always	Contractor allocated areas must always be neat, tidy, and hygienically clean	R250 in low performance damages for every deviation found.
7. Safety & Environmental Compliance	Always	Always adhere to Safety and Environmental policy, procedure, regulation and legislation	Per ACSA safety & environmental requirements
8. Failure management	Always	Ensure there are no repeat failures which are due to poor workmanship and poor materials.	To repair per industry standard at own cost. Continuous repeat failures will result in a review of contractor's ability to perform works which may lead to contract termination.
9. Reporting	Monthly	Quality parameters as per specification in scope. Frequency of submission = Monthly by agreed date.	R250 per deviation

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

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

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

at: \_\_\_\_\_ (airport name).

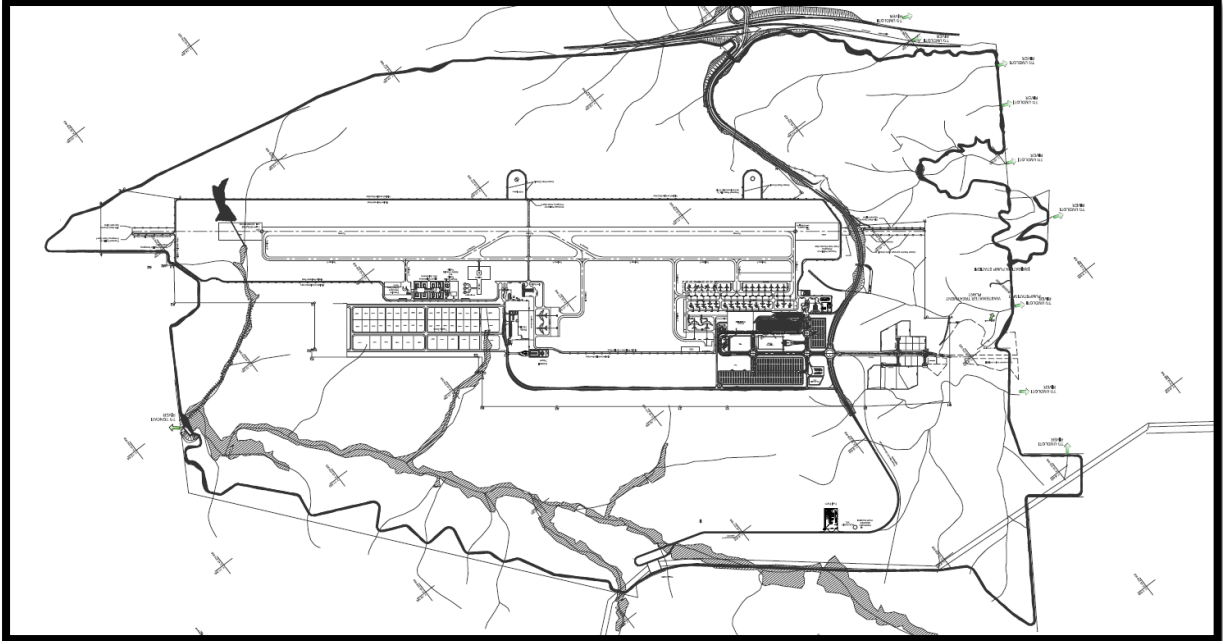
**In addition to the low services Damages table, contractors will be evaluated on the following on a continuous basis:**

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

**PART 4: SITE INFORMATION**

Document reference	Title	No of pages
C4.1	This cover page	
	<i>Employer's Site Information</i>	
	Site Plan	
	Total number of pages	

**SITE PLAN**



## **C4.2 OHS Specification Minor Works**

Refer to Annexure B

## **C4.3 SHE File**

Refer to Annexure C

## **C4.4 ACSA Environmental Management Policy**

Refer to Annexure D

## **C4.5 Environmental Management System Overview**

Refer to Annexure E

## **Quality assurance requirements**

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

## C4.6 BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT

Baseline Risk Assessment	
Project Name:	General Building Maintenance Services for a period of 5 years at King Shaka International Airport.
Document Number: HIRA 1	Revision Number: 001

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

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

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

Generic Hazard	Specific component of Hazard	Hazard related consequence	Existing defenses to control risk	Safety Risk Index
Site establishment	Delivering of containers and materials; increased vehicle movements and location of services	Operational disruptions, incidents and service disruptions	Site plan location requires prior approval, services to be identified by ACSA representatives and drivers to be competent and vigilant of other road users. Vehicle inspections are to be conducted daily	2D
Site Access	Access is to be controlled and movement of vehicles and staff are to be monitored to reduce impact on operations	Injuries to Airport users, traffic build up, operational delays, vehicle incidents	Site is to be access controlled. All visitors to site are to report to the site office. Entrance to site camp is to be kept clean, swept after truck deliveries to minimize impact to operations.	2D
Persons on airside	Accidents and injuries	Injury to persons/Fatality	All staff wishing to work on the Airside are to go for Airside induction training. These staff members are to have valid Permits with them at all times. Personal protective equipment required for Airside includes but is not limited to high visibility jackets (as per the procedure, hearing protection, safety shoes & hard hats (if required). An airside safety plan must be submitted before commencement of work.	3A
Vehicles on airside	Accidents and injuries	Damage to aircraft/vehicles/ property/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A



Driving on airside	Incidents	Damage to aircraft/ vehicles/property/ persons	<p>Airside induction is required for all persons entering the Airside. For persons wishing to drive on the Airside Service Road an AVOP 2 permit is required. Where work is to be conducted on the Airfield, then contractors are required to be under escorts or have undergone Radio License training and be in the possession of an AVOP 3 permit</p> <p>The speed limit on the Apron Service Roads is 30km/h, 15km/h at the back of stand and 60km/h on the Perimeter Road. During period of Low Visibility (LVP) will be affected and no vehicular movements are allowed on the Airfield. Low visibility procedures will be in place</p>	4A
Driving on runways and taxiways without permission	Incursion (include definition)	Collision with aircraft/property damage or fatality/ies	<p>Runway and taxiway markings are indicated as per ICAO Annex 14. Permission is required from Air Traffic Control when crossing runways and taxiways. Signage indicating movement areas are painted on the ground or by means of illuminated signage boxes. Only persons in possession of a valid Airside Vehicle Operators Permit with the necessary radio license (Partac training) will be permitted to drive in restricted areas. Vehicles under escort must follow at reasonable distance.</p>	3A

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property/ persons	Signage warning against jet blast is installed at high risk areas. Risks associated with jet blast are covered during Airside Induction Training. Caution to be taken around aircraft when the anti-collision lights are activated in the Apron bays. 75-meter clearance behind aircraft to be observed to prevent jet blast. Contractors to be aware of aircraft movements	4C
Perimeter fence breach	Security risk	National Key Point Violation	Access and egress points are strictly enforced. Contractors are only to use the entry points as provided by the ACSA Project Leader. No materials are to be stored within 3 meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collision with aircraft	30-meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/equipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A

Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B
Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/fire/ injury to persons/ environmental impact	ACSA's Environmental terms and conditions are to be adhered to. All relevant legislation and bylaws are to be adhered to. All necessary permits are to be applied for by the contractor such as transport permits, possession permits and flammable certificates.  ACSA Environment and Fire and Rescue to be notified where a spill occurs.	4B
Construction works	Waste	Attracts rodents and birds which leads to bird strikes and adds to FOD	Waste management to be implemented in line with ACSA's Environmental Terms and Conditions	4B
Construction works	Spillages (fuels/oils/hydraulics/chemicals/human waste)	Contamination/Pollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A

Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A
Delivery of materials	Falling materials or stones or sand	Vehicle/pedestrian accidents	Materials are to be delivered within specified time frames, flagman to be utilized during deliveries, load limitations to be observed, netting is to be used, contractors to clean road after deliveries	4E
Lack of signage – warning signs	Injuries and accidents	Injuries and accidents	Contractors to install sufficient demarcations around construction sites along with the necessary warning signs and beacon lights (refer to Construction Regulations and Traffic Act) No signs are to be removed without prior permission and notification. Temporary way finding signage is required if signage has been disturbed	2D
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf carts operate in predetermined routes – contractors to be aware thereof	3D
Fire equipment	Use and abuse of fire equipment	Injuries and property damage	Fire equipment is only to be used during emergencies. Contractors to provide their own fire equipment. No materials to be stored in ACSA fire cabinets. Emergency exits are to be kept clear at all times	2B

Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholders /ACSA employees. Bomb threat- damage to property, vehicle and or Operational disruptions	Contractors are not permitted to leave bags unattended as they will be removed and will be handed to SAPS	5C
Speed limits	Car accidents	Injuries and vehicle damage	Speed limits are shown on signage in various areas.	3C
Deliveries	Basement	Disrupt traffic flow and passenger movements	Delivery notes are required, and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to infrastructure	Injuries, property damages	Site and task specific risk assessments to carried out by the contractor	4C