

Confidential

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_



**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**TITLE OF SERVICE:** LANDSCAPING AT AIRSIDE AND LANDSIDE AT BRAM  
FISCHER INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS

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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at** BRAM FISHER INTERNATIONAL AIRPORT  
(Registration Number: 1993/004149/30)

and

(Registration Number:)

for **LANDSCAPING AT AIRSIDE AND LANDSIDE BRAM FISCHER  
INTERNATIONAL AIRPORT FOR A PERIOD OF FIVE (5) YEARS**

| Contents:                            | No of pages |
|--------------------------------------|-------------|
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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 **Landscaping at Airside and Landside at Bram Fischer International Airport for a Period of Five (5) Years**. This form of Contract is "on an as and when basis"

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)

#### 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.

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### Acceptance

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

The terms of the contract, are contained in:

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

Part C2: Pricing data

Part C3: Service information

Part C4: Site information

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

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

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**  
**Bram Fischer International Airport,**  
**N8 Thaba Nchu Road,**  
**Bloemfontein, 9300**

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

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**Schedule of Deviations**

1 Subject .....

Details .....

.....

.....

.....

2 Subject .....

Details .....

.....

.....

.....

3 Subject .....

Details .....

.....

.....

.....

4 Subject .....

Details .....

.....

.....

.....

5 Subject .....

Details .....

.....

.....

.....

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

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

Signature(s)

Name(s)

Capacity

**for the Employer**

**Airports Company South Africa SOC Limited  
Bram Fischer International Airport,  
N8 Thaba Nchu Road,  
Bloemfontein, 9300**

Name & signature  
of witness

Date

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

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## C1.2a 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: |                                                                                                                                            |
|          | dispute resolution Option:                                                              | <b>A: Priced contract with price list</b>                                                                                                  |
|          | and secondary Options:                                                                  | <b>W1: Dispute resolution procedure</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                                                                                 | <b>Bram Fischer International Airport,<br/>N8 Thaba Nchu Road,<br/>Bloemfontein, 9300</b>                                                  |
| 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>Bram Fisher International Airport as set out in Part C4 <i>Site Information</i></b>                                                     |
| 11.2(13) | The <i>Service</i> is                                                                   | <b>Landscaping at Airside and Landside at Braam Fischer International Airport for a Period of Five (5) years</b>                           |

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|          |                                                                       |                                                                                                                                                                    |
|----------|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.2(14) | The following matters will be included in the Risk Register           | Service Level Performance<br>Adherence & Compliance to requirements<br>The method statements,<br>OHS Act,<br>ACSA policy & procedure<br>Legislation and regulation |
| 11.2(15) | The <i>Service Information</i> is in                                  | <b>The section titled <i>Service Information</i> 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>                                                                                                                         |
| <hr/>    |                                                                       |                                                                                                                                                                    |
| <b>2</b> | <b>The Contractor's main responsibilities</b>                         | <b>Detailed in Part C3 (Service Information)</b>                                                                                                                   |
| <hr/>    |                                                                       |                                                                                                                                                                    |
| <b>3</b> | <b>Time</b>                                                           |                                                                                                                                                                    |
| 30.1     | The <i>starting date</i> is                                           | <b>Upon signing of the contract by ACSA</b>                                                                                                                        |
| 30.2     | The <i>Service Period</i> is                                          | <b>Up to Five (5) years from the <i>starting date</i></b>                                                                                                          |
| <hr/>    |                                                                       |                                                                                                                                                                    |
| <b>4</b> | <b>Testing and Defects</b>                                            | <b>No data is required for this section of the <i>conditions of contract</i></b>                                                                                   |
| <hr/>    |                                                                       |                                                                                                                                                                    |
| <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>                                                                                                                                                     |
| <hr/>    |                                                                       |                                                                                                                                                                    |

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|             |                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                 |
|-------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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> |

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|            |                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>12</b>  | <b>Data for secondary Option</b>                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>X17</b> | <b>Low Service Damages</b>                                                                                                                                     | <b>No additional data is required for this secondary option – Also refer to the Low Service Damages Table.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <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>Total of the losses incurred and/or repairs to the damages caused</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| X18.3      | The Contractor's total liability to the Employer for defects due to his design<br><br>which are not listed on the Defects Certificate is limited to            | <b>Total of the losses incurred and/or repairs to the damages caused</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 losses incurred and/or repairs to the damages caused, 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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X20.2 A report of performance against each Key Performance Indicator is provided at intervals of Refer to part C3

**Z The Additional conditions of Z1 – Z19 contract are**

**Amendments to the Core Clauses**

**Z1** Interpretation of the law

**Z1.1 Add to core clause 12.3:**

Any extension, concession, waiver or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the *Supervisor*, or the *Adjudicator* does not constitute a waiver of rights and does not give rise to an estoppel unless the Parties agree otherwise and confirm such agreement in writing.

**Z2 Providing the Service:**

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

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

**Z5 Termination**

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

**Amendment to the Secondary Option Clauses**

**Z7 Limitation of liability:**

**Insert the following new clause as Option X18.6:**

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

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

**Additional Z Clauses**

**Z8 Cession, delegation and assignment**

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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

**Z9 Joint and several liability**

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

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

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

**Z10 Ethics**

**Z10.1** The *Contractor* undertakes:

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

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

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

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

**Z11 Confidentiality**

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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.

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

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

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### **Z13 Liens and Encumbrances**

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

### **Z14 Intellectual Property**

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

### **Z15 Dispute resolution:**

- Z15.1** Appointment of the  
Adjudicator

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

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

| Panel of Adjudicators                   |          |                                                                                           |
|-----------------------------------------|----------|-------------------------------------------------------------------------------------------|
| Name                                    | Location | Contact details<br>(phone & e mail)                                                       |
| Adv. Ghandi Badela                      | Gauteng  | +27 11 282 3700<br><a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>           |
| Mr. Errol Tate Pr. Eng.                 | Durban   | +27 11 262 4001<br><a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>       |
| Adv. Saleem Ebrahim                     | Gauteng  | +27 11 535-1800<br><a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>   |
| Mr. Sebe Msutwana Pr. Eng.              | Gauteng  | +27 11 442 8555<br><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<br><a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>    |
| Mr. Emeka Ogbugo<br>(Quantity Surveyor) | Pretoria | +27 12 349 2027<br><a href="mailto:emeka@gosiame.co.za">emeka@gosiame.co.za</a>           |

**Z15.2 Appointment of the Arbitrator**

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

**Panel of Arbitrators**

| Name                                    | Location | Contact details<br>(phone & e mail)                                                       |
|-----------------------------------------|----------|-------------------------------------------------------------------------------------------|
| Adv. Ghandi Badela                      | Gauteng  | +27 11 282 3700<br><a href="mailto:ghandi@badela.co.za">ghandi@badela.co.za</a>           |
| Mr. Errol Tate Pr. Eng.                 | Durban   | +27 11 262 4001<br><a href="mailto:Errol.tate@mweb.co.za">Errol.tate@mweb.co.za</a>       |
| Adv. Saleem Ebrahim                     | Gauteng  | +27 11 535-1800<br><a href="mailto:salimebrahim@mweb.co.za">salimebrahim@mweb.co.za</a>   |
| Mr. Sebe Msutwana Pr. Eng.              | Gauteng  | +27 11 442 8555<br><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<br><a href="mailto:reyneke@duma.nokwe.co.za">reyneke@duma.nokwe.co.za</a>    |
| Mr. Emeka Ogbugo<br>(Quantity Surveyor) | Pretoria | +27 12 349 2027<br><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 BBBEE and Tax Clearance Certificates**

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

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**Z18      Communication**

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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

**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):<br>Address:<br><br>Telephone No.<br>Fax No. |                               |
| 11.2   | The <i>working areas</i> are                                          | See C3 'Service Information'  |
| 11.2   | The following matters will be included in the Risk Register           | <i>Contractor to populate</i> |

## PART C1: AGREEMENTS AND CONTRACT DATA

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

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

#### OBJECTIVES

To assist Airport Company South Africa SOC Limited in order to comply with the requirements of:

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

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

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
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**The parties to this Agreement are:**

**Name of Organisation:**

**AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Physical Address:**

**Airport Company South Africa South Africa SOC Limited  
Bram Fischer International Airport,  
N8 Thaba Nchu Road,  
Bloemfontein, 9300**

**Hereinafter referred to as “Client”**

**Name of organisation:**

**Physical Address**

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

## 1. Definitions

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

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

1. The Occupational Health & Safety Act comprises of SECTION 1-50 and all unrepealed REGULATIONS promulgated in terms of the former Machinery and Occupational Safety Act No.6 of 1983 as amended as well as other REGULATIONS which may be promulgated in terms of the Act and other relevant Acts pertaining to the job in hand.
2. Section 37 of the Occupational Health & Safety Act potentially punishes Employers for unlawful acts or omissions of Mandatories where a Written Agreement between the parties has not been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATORY.
3. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
4. To perform in terms of this agreement Mandatories must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
5. Mandatories who utilise the services of other contractors must conclude a similar Written Agreement with those companies.
6. Be advised that this Agreement places the onus on the Mandatory to contact the CLIENT in the event of inability to perform as per this Agreement.
7. This Agreement shall be binding for all work the Mandatory undertakes for the Client and remains in force for the duration of the contracted period as per Main Contract signed by both parties.
8. The contractor shall submit all necessary documentation as per SHE File Index to the Client seven days prior to starting with any work.

**THE UNDERTAKING**

The Mandatory undertakes to comply with:

**2. REPORTING**

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

**3. WARRANTY OF COMPLIANCE**

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

**4. SHE Risk Management**

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

**5. MEDICAL EMERGENCY RESPONSE**

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

**6. APPOINTMENTS AND TRAINING**

- 6.1 The Mandatary shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatary shall immediately be provided to the Client.
- 6.2 The Mandatary shall at the beginning of the project or activities where there are 5 people and more people working appoint a full-time dedicated Health and Safety resource whom shall be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.
- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the

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 when needed
- 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 shall adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.
- 11.5 The Mandatary shall send updated Letter of Good Standing to the Client as and when the Mandatary receives it to ensure that the most valid version is available.

**12. MEDICAL EXAMINATIONS**

- 12.1 The Mandatary shall ensure that all his / her employees undergo routine medical examinations and that they are medically fit for the purposes of the work they are to perform.
- 12.2 Copies of such medical fitness certificates shall be made available to Client as part of the SHE file for review to ensure that they have been conducted by a reputable Occupational Health

Practitioner registered with Health Professions Council of South Africa (HPCSA) as a doctor and specialist Occupational Medical Practitioner. Any other additional medical assessment shall be conducted in line with risk exposures.

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

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

### 13. INCIDENT REPORTING AND INVESTIGATION

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

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

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. 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 shall be safe and without risks to health and safety when properly used.

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

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

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

## **23. PERMIT MANAGEMENT**

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duly 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**

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

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

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

## 25. CLARIFICATION

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

## 26. DURATION OF AGREEMENT

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

## 27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

## 28. INDEMNITY

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

### Compliance with the Occupational Health & Safety Act 85 of 1993

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

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

## 29. FURTHER UNDERTAKING

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

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

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### ACCEPTANCE BY MANDATARY

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

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

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

Expiry date .....

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF MANDATARY**

(Warrant his authority to sign)

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

Witnesses:

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

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

\_\_\_\_\_  
**SIGNATURE ON BEHALF OF THE CLIENT**

**AIRPORT COMPANY SOUTH AFRICA SOC LIMITED**

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

Witnesses:

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

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

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## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.4: ACSA INSURANCE CLAUSES**

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

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

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### **C1.5: SERVICE LEVEL AGREEMENT**

#### **Operational hours**

Normal airport operational hours shall be regarded as being **from 06:00 (Commencement of airport operations) to 20:00 (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. Task 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. Lead time management                                           | Always    | The contractor shall ensure agreed time lines are adhered too                                                                           | Where the 3rd party suppliers fail to adhere to agreed dates for supply, delivery or work completion then ACSA will reserve its right to request the contractor immediately find alternate suppliers. |
| 3. Call outs                                                      | As needed | Within 45 minutes from notification                                                                                                     | R500 in low performance damages for failure to respond in the specified time.                                                                                                                         |
| 4. 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.                                         |
| 5. Housekeeping                                                   | Always    | Contractor allocated areas must always be neat, tidy, and hygienically clean                                                            | R250 in low performance damages for every deviation found.                                                                                                                                            |
| 6. Safety & Environmental Compliance                              | Always    | Always adhere to Safety and Environmental policy, procedure, regulation and legislation                                                 | Per ACSA safety & environmental requirements                                                                                                                                                          |
| 7. 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.                      |
| 8. Reporting                                                      | Monthly   | Quality parameters as per specification in scope.<br>Frequency of submission = Monthly by agreed date.                                  | R250 per deviation                                                                                                                                                                                    |

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

|                                  |                                                                                   |
|----------------------------------|-----------------------------------------------------------------------------------|
| <b>Safety &amp; Housekeeping</b> | Information / Safety / warning sign(s) in place                                   |
|                                  | Isolation / cordon / barricading off area                                         |
|                                  | Equipment and materials is always moved in a suitable concealed trolley / toolbox |
|                                  | Apology sign in place                                                             |

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
PROJECT OR CONTRACT TITLE

CONTRACT NUMBER \_\_\_\_\_

|                                                          |                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------|
| <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.        |

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

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

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

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

## **PART C2: PRICING DATA**

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

#### **PRICING INSTRUCTIONS:**

- a. In contract, the works to be done will be instructed via a Task Order by the Service Manager or their delegated representative.
- b. The work specification of what the activities entail is outlined in detail under Part C3. All rates shall include labour, plant and machinery costs inter alia, to fully execute the work / activity.
- c. Materials will be paid for on a proven cost basis.
- d. Specialised machinery costs will be paid for on a proven cost basis.
- e. The schedule is formulated to be assessed on activities completed per month. However, work shall only be done with instruction via a Task Order. This may result in the quantity / frequency being amended to a quantity / frequency lower or higher than indicated in the schedule, as per the business need.
- f. Health and Safety will be audited on a continuous basis. The Contractor shall comply with the Occupational Health and Safety Act, and the relevant Regulations.
- g. Bidders must price in accordance with the pricing schedules below, this will enable ACSA to compare priced offers.
- h. Failure to submit a priced offer using the prescribed schedules will make the bid liable for disqualification.
- i. All rates quoted as part of this bid will apply to ad hoc works as/when required (additional work outside scheduled maintenance).
- j. Do not leave any area blank in the pricing schedules (e.g., if not applicable (N/A) or included in cost elsewhere, indicate accordingly)
- k. Permit costs:
  - i) Permit costs will need to be paid up front by the successful bidder and ACSA will reimburse against proof of payment.
  - ii) No mark-up to be levied on Permit costs.
  - iii) All employees will be checked for criminal records and no permit will be granted to those with criminal records.
  - iv) Bidders to note that any changes in staff between permit renewal cycles of 2 years is for the cost of the Contractor.
  - v) Cost for lost permits and new employees will not be reimbursed by ACSA.
- l. 3rd Party Procured Items and Services:
  - i) Spares (material), equipment and sub-contracted work will be charged at cost plus mark-up.
  - ii) VAT shall not form part of mark-up calculations.
  - iii) ACSA shall provide a storeroom where the materials will be stored.
  - iv) The procured spares / materials quotes must be market related and contractor to provide a receipt/invoice from the supplier. Cost shall be net cost (excluding VAT) of goods/services supplied to site with all discounts deducted.
  - v) All material supplied must be SABS approved.
- m. The Bid offer must be inclusive of VAT.
- n. The VAT portion must be indicated separately.
- o. Payment for this contract will be against proven cost.
- p. Annual Increases will be negotiated with CPI being the maximum granted.

**C2.2 The Price ListPRICE SCHEDULE – FINAL SUMMARY**

**Pricing Schedule**

All amounts to be entered exclusive of VAT

| Item                                                                              | Description                                                                                                                  | Unit            | QTY | Rate      | Price     |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------|-----|-----------|-----------|
| 1                                                                                 | Temporary Permits and Airside Safety Induction cost.                                                                         | Provisional Sum | 1   | R1 000,00 | R1 000,00 |
| 2                                                                                 | Safety File                                                                                                                  | Provisional Sum | 1   |           | R0,00     |
| 3                                                                                 | Provision for tools and equipment( Tractor) shall the need arise, if ACSA request the service provider to bring their own    | Per Month       | 12  |           | R0,00     |
| 4                                                                                 | Provision for tools and equipment( Slasher) shall the need arise, if ACSA request the service provider to bring their own    | Per Month       | 12  |           | R0,00     |
| 5                                                                                 | Provision for tools and equipment( Weed eater) shall the need arise, if ACSA request the service provider to bring their own | Per Month       | 12  |           | R0,00     |
| 6                                                                                 | Contract management and administration                                                                                       | Per Month       | 12  |           | R0,00     |
| <b>Total price list No 1: Preliminary and General, carried forward to summary</b> |                                                                                                                              |                 |     |           | R1 000,00 |

Note: Only actuals will be reimbursed for the permit costs, upon provision of invoices.

**Normal daily rates**

| Item                                                                   | Description                           | Unit | QTY     | Price per whole area |
|------------------------------------------------------------------------|---------------------------------------|------|---------|----------------------|
| 6                                                                      | Airport Perimeter Fence               | m²   | 71 490  |                      |
| 7                                                                      | Concrete Storm Water Channels         | m²   | 26 919  |                      |
| 8                                                                      | Open Earth Storm Water Channels       | m²   | 26 586  |                      |
| 9                                                                      | Landside and Airside Grass Cutting    | m²   | 77 344  |                      |
| 8                                                                      | Pavements                             | m²   | 342 000 |                      |
| 10                                                                     | Gardening                             | m²   | 8 427   |                      |
| 11                                                                     | Tree Cutting (1.5m-5m)                | No.  | 20      |                      |
| 12                                                                     | Tree Cutting (Above 5m)               | No.  | 10      |                      |
| 11                                                                     | Heavy duty skip/Reliance Compost Bins | No.  | 2       |                      |
| <b>Total Price for 12 Months period</b>                                |                                       |      |         | R0,00                |
| <b>Total Price list No 2: Labour Rates, carried forward to summary</b> |                                       |      |         | R0,00                |

**Provisional Sum(Ad-hoc)**

| Item                                                                               | Description                                                                            | Unit            | Price       | Total Price |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------|-------------|-------------|
| 12                                                                                 | Provisional sum for any unforeseen circumstance for anything that are not listed above | Provisional Sum | R150 000,00 | R150 000,00 |
| <b>Total Price list No 3: Provision Sum for Ad-hoc, carried forward to summary</b> |                                                                                        |                 |             | R150 000,00 |

**Summary**

| Description                                    | Total              |
|------------------------------------------------|--------------------|
| Total price list No 1: Preliminary and General | R1 000,00          |
| Total Price list No 2: Daily Labour Rates      | R0,00              |
| Total Price list No 3: Provisional Sum(Ad-hoc) | R150 000,00        |
| <b>Total Value Exclusive of VAT</b>            | <b>R151 000,00</b> |

**Landscaping Maintenance for three years**

| Description                               | Total |
|-------------------------------------------|-------|
| CPI Escalation Percentage(%)              |       |
| Price Year 1                              |       |
| Price Year 2 (year 1 plus CPI escalation) |       |
| Price Year 3 (year 2 plus CPI escalation) |       |
| Price Year 4 (year 3 plus CPI escalation) |       |
| Price Year 5 (year 4 plus CPI escalation) |       |
| <b>Total Value Exclusive of VAT</b>       |       |
| <b>ADD 15% VAT</b>                        |       |
| <b>Total Value Inclusive of VAT</b>       |       |

\*this amount to be carried over to the form of Offer and Acceptance.

## PART C3: EMPLOYER'S SERVICE INFORMATION

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|-----------------------|----------------------------------------------------------|-------------|
| C3.1                  | This cover page<br><i>Employer's Service Information</i> | 1           |
| Total number of pages |                                                          |             |

## C3: EMPLOYER'S SERVICE INFORMATION

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## Description of the service

### Executive overview

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

The service provider will be responsible for the Landscaping and All works will be carried out within the Bram Fischer International Airport.

The service will be carried out on an as and when basis as determined by ACSA.

#### The key objectives for this programme is to:

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

### Employer's requirements for the service

The contractor will be tasked with executing various activities which fall within the defined scope of general building maintenance. The operating philosophy for this service will be tasked based on an as and when basis. (task-by-task call off basis)

The employer will periodically provide the contractor with one or more activities which must be completed within a specified time frame.

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

The services are broken down to the following categories:

### WORK SCOPE

**The work scope :** Landscaping at Airside and Landside: This includes but not limited to Grass Cutting, Application of weed Killer, Shrub and Clearing, Tree Cutting, Cleaning of Stormwater Channels, Cleaning of Pavement Structures (Road surface pavements, Block Paving and Concrete Pavement), and all Garden Works

#### Request to supply Landscaping and Gardening Services to Bram Fischer International Airport for a Period of 60 Months:

- Location: Bram Fischer International Airport – Landside & Airside
- Affected Infrastructure: Landscaping and gardens

Ensure that all the activities are completed according to applicable legislations and standards and acceptable quality of the Airports Company South Africa – such as below legislation and standards

- Occupational Health & Safety (OHS) Act (act 85 of 1993)
- SABS /SANS applicable SANS standards

All work must be signed off by way of a completion certificate & Technical report, that reflects the following information, prior processing of payment.

- What activities were performed
- Make provision for ACSA's acceptance and remarks/comments
- Advise to ACSA on how to maintain or upgrade the works for better operation results (if applicable)

**EVALUATION CRITERIA:**

**Mandatory:**

- Compulsory site briefing attendance
- Bidder to submit a fully signed Form of Offer
- CIDB Grading 3SH (Landscaping)

|                               | FUNCTIONALITY EVALUATION BREAKDOWN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Points   |        |                               |   |                     |    |                     |    |                                       |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------|-------------------------------|---|---------------------|----|---------------------|----|---------------------------------------|
| 1.                            | COMPANY EXPERIENCE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 30       |        |                               |   |                     |    |                     |    |                                       |
| 1.1                           | <p><b>COMPLETED RELEVANT PROJECTS</b> – The bidder shall provide proof of completed comparable works of a similar nature and scope to this RFQ,</p> <p><b><u>Comparable / Similar Works Defined As</u></b></p> <p>Comparable work shall include projects such as: Landscaping services, Grass cutting, Garden services, Herbicide application and Shrubs/Tree Cutting</p> <p>Bidders must submit <b>Reference Letters or Completion Certificates</b> for each project as proof of completed works. These documents must be on the client’s official letterhead and include the client’s contact details, such as email address and telephone number, a clear description of the work completed, and the start and completion dates</p> <p><b>Note</b> that Purchase Orders and Letters of Award will <b>NOT</b> be accepted as proof of project completion.</p> <p><b>Points to be allocated as below:</b></p> <table><tr><th>Criteria</th><th>Points</th></tr><tr><td>Less than 2 Letters submitted</td><td>0</td></tr><tr><td>2 Letters Submitted</td><td>20</td></tr><tr><td>3 Letters Submitted</td><td>30</td></tr></table> | Criteria | Points | Less than 2 Letters submitted | 0 | 2 Letters Submitted | 20 | 3 Letters Submitted | 30 | <p><b>30</b></p> <p><b>Points</b></p> |
| Criteria                      | Points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |        |                               |   |                     |    |                     |    |                                       |
| Less than 2 Letters submitted | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |        |                               |   |                     |    |                     |    |                                       |
| 2 Letters Submitted           | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |        |                               |   |                     |    |                     |    |                                       |
| 3 Letters Submitted           | 30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |        |                               |   |                     |    |                     |    |                                       |

| 2.                                                                                                                                          | KEY PERSONNEL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 70             |        |                       |   |                    |    |            |        |                                       |   |                                                                                                                                             |    |           |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------|-----------------------|---|--------------------|----|------------|--------|---------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
|                                                                                                                                             | Bidders must attach <b>CVs, relevant qualifications</b> for the proposed resource. The bidder must clearly indicate how the individual's experience is relevant to Landscaping services, Grass cutting, Herbicide application and Shrubs/Tree Cutting. <b>Start and end date</b> for experience should be clearly stipulated for both resources                                                                                                                                                                                                                                                                                                                                                                                                  |                |        |                       |   |                    |    |            |        |                                       |   |                                                                                                                                             |    |           |
| 2.1                                                                                                                                         | <p><b>Site Supervisor</b></p> <p><b>-Must have Matric certificate</b></p> <p><b>- Must have 3 years or more work experience in Management of Landscaping services, Grass cutting, Garden services, Herbicide application and Shrubs/Tree Cutting. Experience to be post Qualification</b></p> <table><tr><th>Qualifications</th><th>Points</th></tr><tr><td>No Matric Certificate</td><td>0</td></tr><tr><td>Matric certificate</td><td>15</td></tr><tr><th>Experience</th><th>Points</th></tr><tr><td>Less than 3 years relevant experience</td><td>0</td></tr><tr><td>3 or more years of relevant experience in Management of Landscaping services, Grass cutting, Herbicide application and shrubs/tree cutting.</td><td>15</td></tr></table> | Qualifications | Points | No Matric Certificate | 0 | Matric certificate | 15 | Experience | Points | Less than 3 years relevant experience | 0 | 3 or more years of relevant experience in Management of Landscaping services, Grass cutting, Herbicide application and shrubs/tree cutting. | 15 | 30 points |
| Qualifications                                                                                                                              | Points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |        |                       |   |                    |    |            |        |                                       |   |                                                                                                                                             |    |           |
| No Matric Certificate                                                                                                                       | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |        |                       |   |                    |    |            |        |                                       |   |                                                                                                                                             |    |           |
| Matric certificate                                                                                                                          | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |        |                       |   |                    |    |            |        |                                       |   |                                                                                                                                             |    |           |
| Experience                                                                                                                                  | Points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |        |                       |   |                    |    |            |        |                                       |   |                                                                                                                                             |    |           |
| Less than 3 years relevant experience                                                                                                       | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |        |                       |   |                    |    |            |        |                                       |   |                                                                                                                                             |    |           |
| 3 or more years of relevant experience in Management of Landscaping services, Grass cutting, Herbicide application and shrubs/tree cutting. | 15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |        |                       |   |                    |    |            |        |                                       |   |                                                                                                                                             |    |           |

| 2.2                                                   | <div><div><b>Herbicide Applicator</b></div><div><div><div>-Must have Herbicide applicator License/ Bidder to produce a license as proof that they are licensed to use Herbicide</div><div>- Must have 3 years or more work experience in Herbicide application.</div></div><table><tr><th>Qualifications</th><th>Points</th></tr><tr><td>No Herbicide License</td><td>0</td></tr><tr><td>Herbicide License</td><td>10</td></tr><tr><th>Experience</th><th>Points</th></tr><tr><td>Less than 3 years relevant experience</td><td>0</td></tr><tr><td>3 or more years of relevant in herbicide application.</td><td>10</td></tr></table></div></div>    | Qualifications | Points | No Herbicide License | 0 | Herbicide License          | 10 | Experience | Points | Less than 3 years relevant experience | 0 | 3 or more years of relevant in herbicide application. | 10 | 20 Points |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------|----------------------|---|----------------------------|----|------------|--------|---------------------------------------|---|-------------------------------------------------------|----|-----------|
| Qualifications                                        | Points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |
| No Herbicide License                                  | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |
| Herbicide License                                     | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |
| Experience                                            | Points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |
| Less than 3 years relevant experience                 | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |
| 3 or more years of relevant in herbicide application. | 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |
| 2.3                                                   | <div><div><b>Bidder to submit a detailed method statement</b></div><div><div>The service provider to submit method statement that includes the following;</div><div><div><div><div>• Brief description of the scope of work</div><div>• Special attention to be paid to the safety aspects of the work, Snake or reptile handling.</div><div>• Personal Protective Equipment (PPE) required</div><div>- This must be in company's letterhead</div></div><table><tr><th>Qualifications</th><th>Points</th></tr><tr><td>No Method Statement</td><td>0</td></tr><tr><td>Method statement submitted</td><td>20</td></tr></table></div></div></div></div> | Qualifications | Points | No Method Statement  | 0 | Method statement submitted | 20 | 20 points  |        |                                       |   |                                                       |    |           |
| Qualifications                                        | Points                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |
| No Method Statement                                   | 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |
| Method statement submitted                            | 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                |        |                      |   |                            |    |            |        |                                       |   |                                                       |    |           |

**NB: An overall minimum threshold of 90 points out of 100 points is required to be achieved for the tenderer to be eligible for further evaluation.**

| Item | Item/ Service Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Unit of Measure | Unit Price | Quantity  | Total Price |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------|-----------|-------------|
| 1    | <p>Task Order Instruction to perform Landscaping and Gardening Maintenance Activities in <b>Section A: Bram Fischer International Perimeter Fence</b></p> <ul style="list-style-type: none"> <li>Activities to be done include: Grass cutting, Pruning &amp; Trimming, Top dressing &amp; levelling, Weed &amp; Pest Control, Cleaning &amp; Litter picking and Paved Surface activities</li> </ul> <p>Note: This line item makes provision for a quantity of 60 months, typically covering 60 months. However, based on the needs analysis this will be instructed by way of a Task Order</p> | Each            |            | 60 Months |             |
| 2    | <p>Task Order Instruction to perform Landscaping and Gardening Maintenance Activities in <b>Section B: Concrete Storm Water Channels</b></p> <ul style="list-style-type: none"> <li>Activities to be done include: Grass cutting, Pruning &amp; Trimming, Top dressing &amp; levelling, Weed &amp; Pest Control, Cleaning &amp; Litter picking and Paved Surface activities</li> </ul> <p>Note: This line item makes provision for a quantity of 60 months, typically covering 60 months. However, based on the needs analysis this will be instructed by way of a Task Order</p>              | Each            |            | 60 Months |             |
| 3    | <p>Task Order Instruction to perform Landscaping and Gardening Maintenance Activities in <b>Section C: Open Earth Storm Water Channels</b></p> <ul style="list-style-type: none"> <li>Activities to be done include: Grass cutting, Pruning &amp; Trimming, Top dressing &amp; levelling, Weed &amp; Pest Control, Cleaning &amp; Litter picking and Paved Surface activities</li> </ul> <p>Note: This line item makes provision for a quantity of 60 months, typically covering 60 months. However, based on the needs analysis this will be instructed by way of a Task Order</p>            | Each            |            | 60 Months |             |
| 4    | <p>Task Order Instruction to perform Landscaping and Gardening Maintenance Activities in <b>Section D: Landside and Airside Grass Cutting</b></p> <ul style="list-style-type: none"> <li>Activities to be done include: Grass cutting, Bed cleaning, Pruning &amp; Trimming, Weed &amp; Pest Control, Paved Surface activities and Top dressing &amp; levelling</li> </ul> <p>Note: This line item makes provision for a quantity of 60 months, typically covering 60 months. However, based on the needs analysis this will be instructed by way of a Task Order</p>                          | Each            |            | 60 Months |             |
| 5    | <p>Task Order Instruction to perform Landscaping and Gardening Maintenance Activities in <b>Section E: Pavements</b></p> <ul style="list-style-type: none"> <li>Activities to be done include: Grass cutting, Bed cleaning, Pruning &amp; Trimming, Top dressing &amp; levelling, Weed &amp; Pest Control and Paved Surface</li> </ul> <p>Note: This line item makes provision for a quantity of 60 months, typically covering 60 months. However, based on the needs analysis this will be instructed by way of a Task Order</p>                                                              | Each            |            | 60 Months |             |
| 6    | <p>Task Order Instruction to perform Landscaping and Gardening Maintenance Activities in <b>Section F: Gardening</b></p> <ul style="list-style-type: none"> <li>Activities to be done include: Grass cutting, Bed cleaning, Pruning &amp; Trimming, Weed &amp; Pest Control, Paved Surface and Top dressing &amp; levelling activities</li> </ul>                                                                                                                                                                                                                                              | Each            |            | 60 Months |             |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |        |   |        |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------|---|--------|
|   | Note: This line item makes provision for a quantity of 60 months, typically covering 60 months. However, based on the needs analysis this will be instructed by way of a Task Order                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |        |   |        |
| 7 | Reliance Compost Bins                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Each            |        | 2 |        |
| 8 | Induction and Permits<br><br><b>Note: a provisional sum is allowed for</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Provisional sum | R 1000 | 1 | R 1000 |
| 9 | OHS Requirements, as per the OHS Act of 1993 and the Construction Regulation of 2014)<br><ul style="list-style-type: none"> <li>E.g. Uniforms and staff personal protective equipment</li> <li>Including all provisions file a safety file.</li> <li>Safety file requirements against the Generic Safety File Content as defined in the latter part of the Scope Document below - which is applicable against this scope of work.</li> </ul> All the applicable requirements are to be adhered to before the ACSA safety department will issue a work permit, no work will be permitted without a work permit | Each            |        | 1 |        |

## 1 Scope of Work Specifications

### Trimming and pruning of trees and bushes

Trim all trees and shrubs according to their growth patterns - in order to uphold its optimum health, presentation, aesthetics and prevent unsafe conditions (for vehicles and pedestrians) due to overhang breakage and falling.

Maintain all hedges and smaller trees at an acceptable trimmed condition in order to avoid obstruction of all signs and drive-ways. Safety and passenger movement areas takes precedence.

The height of all hedges and decorative bushes must not exceed 1.8 meters. In areas adjacent to shade ports hedges and decorative bushes must not exceed the height of the horizontal axis of the shade port whilst keeping a growth clearance of 30 cm from such infrastructure

### Bed cleaning

Clean and maintain all beds (flowers/plants) from foreign objects to achieve neatness; cleanliness and having a pleasing appearance (favourable conditions).

Beds have different characteristics based on size, shape and quantity plant material. This requires different cleaning methods to achieve favourable conditions. The Contractor must align his/her activities to the various conditions in the beds. Exposed soil will be weed free and levelled. Where beds are covered with mulch (bark / covering protection) or any other soil additive this must be also free of weed and foreign objects. Beds totally covered with flowers / plants must be cut back periodically to keep the species localised and stimulate growth. Thin out overgrown areas and remove dead leaves.

### Irrigation

Maintain all existing irrigation systems for effectivity. Ensure control valves and timing schedules are efficiently setup.

Water all fauna and flora (flower beds) in such a manner to uphold and improve on the present conditions - by utilising a manual process (water hoses connected to defined Bram Fischer International Airport water points). Where available - the *Contractor* can utilise the existing irrigation system.

Water all pot plants which is located on the outside of the Terminal building and in walk-way canopies as well as at the car rental returns.

The water feature located in section E must be maintained on an annual basis. Clean the stainless-steel flowers. Empty the pond and clean it with high pressure from all debris, grime and mould. Maintain water proofing by way of patch repair. Apply final coat of bitumen-based water proofing coat. Fill the pond with clean water.

During monthly site visits, the water feature must be visually inspected, and abnormalities must be reported and corrected.

### **Invader plants (Alien vegetation) and application of herbicides**

the National Environmental Management: Biodiversity Act (Act 10 of 2004 as amended together with the relevant lists and notices), all declared invader weeds or plants that threaten the natural biodiversity should be eradicated or destroyed.

The Contractor should obtain guidance and information on the treatment and/or eradication techniques required from the Department of Agriculture, Fisheries and Forestry. The contractor is required to conduct annual surveys to determine the relevant species, their distribution and extent on an annual basis to identify areas requiring intervention as well as to determine success rates of the eradication programme.

Examples of eradication techniques may include:

- Spot treatment of applicable herbicide on newly formed species – removal after it died completely
- Cut-off and stump treatment of established species
- Etcetera

### **Weed and Pest control**

The eradication of weeds whether manually, mechanically or by chemical means - is the responsibility of the *Contractor* who must determine the most effective method. Ensure that applied herbicides will cause no long-term soil imbalance / or detrimental effect as a result of the indiscriminate use of such herbicides. An Environmental clause might be stipulated on the MSDS or alternatively the product must be accompanied by a report from the Service provider relating to probable impacts.

Application of herbicides must adhere to all safety, environmental and health legislation and regulations. A suitably qualified person who is registered in terms of the Chemicals Control Act (Act 60 of 1947) must handle the application of these chemicals. The necessary certificate must be presented to the *Service Manager*. Only approved herbicides may be utilised. Material safety data sheets (MSDS's) are a requirement and copies of all relevant MSDS's must be supplied to the Environmental and Safety Departments.

Apply applicable herbicide (selective and non-selective) based on present conditions. Follow a quarterly blanket treatment approach with a spot treatment where required in-between. The *Contractor* must obtain and capture valuable data on the

present conditions against herbicide application treatments. The data must disclose the following minimum information on a three-monthly basis:

- Rate of growth in the various seasons
- Impact of applicable herbicide to the natural growth rate
- Progress in the eradication of unwanted vegetation in specific areas
- Etcetera

Within the 3-meter band strip of Areas, non-selective herbicide must be applied on the fence line to prevent vegetation growth into the fence.

All herbicide application events must be diligently documented and filed.

The control of pests applies to outdoor areas only on lawns, in beds, on trees, shrubs and other foliage. The *Contractor* will perform pest control measures as and when required and or when their appearance becomes evident or in the interests of the plants affected so as not to detract from the general appearance of the contracted areas. Ensure no adverse long-term effects that pesticides may have on plant growth and soil fertility. Pests are amongst others also identified as insects that may invade plant material. As with the application of chemicals for weed, a suitable qualified person who is registered in terms of the Chemicals Control Act, must apply / utilise chemicals used for the control of pests.

An update of a chemical usage register is required must be submitted each time after a site visit. The minimum requirements are:

- Name of substance,
- quantity used,
- dilution factor if applicable,
- Name of qualified person,
- key control).

A report of all hazardous substances used accompanied by the relevant MSDS needs to be submitted to the *Service Manager* on a 6-monthly basis. It should however be kept up to date and available at all times for inspections and audits. All hazardous waste generated by the contractor must be disposed of in accordance with National Environmental Management Waste Management Act 59 of 2008.

## Top dressing and levelling

Fill-up all existing areas (including new areas based on a needs-analysis) with decorative grid stones / decorative bark / fine builders sand / top soil - in order to improve surface level conditions.

Within Areas all surface holes within the 3-meter strip must be closed and hand-compacted with top soil. These surface holes are mostly resulting from animal activity or storm water drainage limitations.

## Protection

All fencing and poles must be protected against damage during brush cutting activities. The Contractor need to apply measures to enforce this. The Employer requires the contractor to install a PVC pipe section (white) around fencing poles

and bollards (minimum 20cm in length) where the structure meets the ground level. SANS 966 Pipes must be utilised. Similarly, the Contractor must have a movable canvas when moving or brush cutting activities is performed in close proximity to parked vehicles.

### **Planting of new plant species**

As and when required / requested the airport, the services provider will be requested to plant new plants and vegetation.

### **Landside cleaning and Litter picking of Paved area activities – clear soil, weeds, growth**

Clean and maintain all paved areas from unwanted grass, weeds and rubbish. Ensure that all paved areas are clear from sand and soil.

Clean and maintain all stormwater and sewer infrastructure from unwanted vegetation growth and soil built-up. This will prevent flooding, blockages and congestion of the said infrastructure.

### **Airside and Landside Grass cutting (include fire break and landside perimeter and security fences)**

Cut and maintain all grass (lawn) length not to exceed a maximum allowable height of 10cm - at any given time. The Contractor will devise a strategy of required grass cutting activities in order to comply to the set frequencies and height compliance - based on the present (actual) conditions. Conditions will be dependent on the season of the year. The end result must achieve an acceptable clean cut, groomed and "finished off" look. The optimum length of the cut grass may differ from place to place and the method of mowing and trimming may also vary according to the type of grass and the standard of finish required.

The contractor shall ensure that mowing, trimming and cleaning activities is performed uniformly during all site visits, in order to achieve a uniform grass length and acceptable aesthetic appearance.

All lawns should be edged at the same time as the grass cutting operations where such areas adjoining buildings, paving, manholes, storm water infrastructure, trees, beds, sidewalks, fences, poles or any other obstacle in the lawn areas. Edging is performed mechanically only. No chemicals should be used.

Mowing and brush cutting must be done with full awareness of how the flying debris will impact passengers; installed equipment; vehicles, walkways and roads. Consider the following:

- Present wind direction
- Direction of how the mechanical cutting action of the equipment throws the waste trimmings and loose debris aside
- Apply a moving shield (net/canvas) where required.

Grass cutting on the outside of the perimeter fence must maintain a 3-meter band from the fence outwards. Grass length within this band must be maintained as short as possible. Any obstacles within this banned must be removed as per ACSA AVSEC legislation.

### **Garden refuse (requirement: municipal dumping licence)**

Garden refuse is generated by the *Contractor* during the course of his normal activities and does not include refuse from any other source. This refuse may include branches, leaves and other plant matter but may also consist of other objects that need to be disposed of from the contract maintenance areas according to the service agreement. This refuse must be disposed of immediately.

### **Technical Report**

Detailed Professional Service Report (Soft copy e-mailed) must have the following, but is not limited, to the following items:

- Contract Number and duration
- Contract Value
- Meticulously describe the activities which was performed.
- Record all measurements and Checks and values
- List of Adjustments
- List of replacements
- Report on times of work and resources
- Report on hurdles experienced during the works
- Report on incidents and accidents whilst on ACSA premises
- Pictures that detail before and after conditions of repairs
- Pictures that detail specifications of equipment (components)
- Pictures that detail special configurations of installation / operation
- Recommendations of scope of work which is not covered by this specific mandate (PO) but is required to improve the structures and its operation + associating quotation (for budget purposes).

### **Generic Safety File Content**

The Safety File requirements is referenced for applicability against the scope of work. Only submit which is applicable and relevant.

- Mandatory form. 37(2) Agreement
- Mandatory form. 37(2) Agreement of Sub-Contractor
- CR 5(k) Appointment Letter for PC
- Valid letter of good standing
- Notification of construction work or Construction Permit as applicable (Annexure 2)
- Detailed Scope of Work
- Risk Assessments
- Fall Protection Plan & Rescue Plan (where applicable)
- Confined Space Rescue plan
- Method Statement/s
- OHS Specification specific to project
- SHE policy
- Project specific Safety Plan
- Airside Safety Plan (where applicable)
- Updated Employee List of with ID/Passport Copies
- Medicals (where applicable)
- First Aid box Register
- PPE study and issue register
- Tools/Equipment/Plant/Scaffolding registers
- Waste management Plan
- ACSA EMS 048 Environmental Specifications

- Letters of appointment with competencies (where appointment are applicable depending on the task):
  - a. OHS 16(1) CEO
  - b. OHS 16(2) Assistant CEO
  - c. CR 8.1 Construction work Manager
  - d. CR 8.5 Construction H&S officer
  - e. CR 8.7 Construction work Supervisor
  - f. CR 8.8 Assistant Supervisor
  - g. CR 9.1 Risk Assessor
  - h. CR 13.1(a) Excavation Supervisor
  - i. GAR 9 Incident Investigator
  - j. GSR 9 First Aider
  - k. CR 24 & EMR 9 Electrical Tool Inspector
  - l. CR 29 (H) Fire Fighting Equipment Supervisor
  - m. CR 23 Construction Vehicles & Mobile Plant Operator
  - n. GSR 13 Ladder Inspect
  - o. Portable (Hand) Tool inspector
  - p. CR 16.1 /SANS 085 Scaffolding Inspector
  - q. CR 28 (a) Stacking and Storage Supervisor
  - r. HCS Supervisor (HCS Regulations)
  - s. OHS 19 SHE Committee Members
  - t. OHS 17 Health & Safety Reprehensive

## SITE INFORMATION

### ANNEXES

#### ANNEX A: Footprint of the *Affected Property*

##### Section A: Perimeter Fence (as seen on Fig 1)

| Section A3 | Perimeter Fence | 1900m                            | 5700                    | Perimeter fence between BFIA and AFB Bloemspruit                                                   | -29.0958, 26.30586     |
|------------|-----------------|----------------------------------|-------------------------|----------------------------------------------------------------------------------------------------|------------------------|
| Section    | Name            | Perimeter/<br>Length<br>(Meters) | Area<br>(Sq.<br>Meters) | Description                                                                                        |                        |
| Section A1 | Perimeter Fence | 7760m                            | 46560                   | Perimeter fence from Gate 10 (Main Gate to Airside) up until the concrete fence at AFB Bloemspruit | -29,077768, 26,300683  |
| Section A2 | Perimeter Fence | 2605m                            | 14190                   | Perimeter fence from the AFB Bloemspruit up until the Staff parking next to Terminal building      | -29.107779, 26.2991426 |
| Section A4 | Perimeter Fence | 840m                             | 5040                    | Perimeter fence at the General Aviation Area                                                       | -29,094147, 26,294764  |



Figure 1

**ANNEX A: Footprint of the Affected Property**

**Section B: Concrete Storm Water Channels (as seen on Fig 2)**

| Section    | Name                           | Perimeter/<br>Length<br>(Meters) | Area<br>(Sq.<br>Meters) | Description                                     |                       |
|------------|--------------------------------|----------------------------------|-------------------------|-------------------------------------------------|-----------------------|
| Section B1 | Storm Water Channel (Concrete) | 62m                              | 558                     | General Aviation Area next to HESTONY Hanger    | -29.093291, 26.292537 |
| Section B2 | Storm Water Channel (Concrete) | 169m                             | 1521                    | General Aviation Area at the back of EMS Hanger | -29.094158, 26.294575 |
| Section B3 | Storm Water Channel (Concrete) | 222m                             | 1998                    | Next to Solar Plant                             | -29.095255, 26.293170 |
| Section B4 | Storm Water Channel (Concrete) | 162m                             | 1458                    | Next to Gate 11 outside General Aviation Area   | -29.095639, 26.294951 |
| Section B5 | Storm Water Channel (Concrete) | 244m                             | 2196                    | From Pump Station to Hotel                      | -29.097505, 26.295552 |
| Section B6 | Storm Water Channel (Concrete) | 300m                             | 2700                    | At the contractors Camp                         | -29.098799, 26.297735 |
| Section B7 | Storm Water Channel (Concrete) | 1290m                            | 11610                   | Airside, next to Taxiway Alpha                  | -29.099441, 26.299291 |
| Section B8 | Storm Water Channel (Concrete) | 442m                             | 3978                    | Road behind the Car Rental Depots               | -29.100650, 26.298256 |
| Section B9 | Storm Water Channel (Concrete) | 50m                              | 450                     | Entrance to the Boulevard Area                  | -29.106201, 26.297980 |

|             |                                |     |     |                  |                          |
|-------------|--------------------------------|-----|-----|------------------|--------------------------|
| Section B10 | Storm Water Channel (Concrete) | 50m | 450 | Outside Hospital | -29.107818,<br>26.297926 |
|-------------|--------------------------------|-----|-----|------------------|--------------------------|



Figure 2

#### ANNEX A: Footprint of the Affected Property

##### Section C: Open Earth Storm Water Channels (as seen on Fig 3)

| Section    | Name                            | Perimeter/<br>Length<br>(Meters) | Area<br>(Sq.<br>Meters) | Description                                                |                          |
|------------|---------------------------------|----------------------------------|-------------------------|------------------------------------------------------------|--------------------------|
| Section C1 | Open Earth Storm Water Channels | 265m                             | 2385                    | Next to GA Area outside                                    | -29.094892,<br>26.295348 |
| Section C2 | Open Earth Storm Water Channels | 90m                              | 810                     | Next to Open Parking at<br>Bus staging area                | -29.097269,<br>26.296534 |
| Section C3 | Open Earth Storm Water Channels | 80m                              | 720                     | Airside at the<br>Maintenance Area                         | -29.097065,<br>26.298873 |
| Section C4 | Open Earth Storm Water Channels | 335m                             | 3015                    | In front of Car Rental<br>Depots                           | -29.101377,<br>26.296223 |
| Section C5 | Open Earth Storm Water Channels | 182m                             | 1638                    | At the back of the Car<br>Rental Depots                    | -29.101996,<br>26.298219 |
| Section C6 | Open Earth Storm Water Channels | 284m                             | 2556                    | Next to the Car Rental<br>Depots and SAWS Radar<br>Station | -29.103571,<br>26.297725 |
| Section C7 | Open Earth Storm Water Channels | 400m                             | 6000                    | At Boulevard next to<br>Masselspoort Road                  | -29.104608,<br>26.298058 |

|             |                                 |      |      |                                      |                       |
|-------------|---------------------------------|------|------|--------------------------------------|-----------------------|
| Section C8  | Open Earth Storm Water Channels | 843m | 7587 | Next to the Airport Road at Hospital | -29.107687, 26.29619  |
| Section C9  | Open Earth Storm Water Channels | 61m  | 549  | At Boulevard Area to Airport Fence   | -29.106206, 26.298816 |
| Section C10 | Open Earth Storm Water Channels | 305m | 2745 | Boulevard next to Hospital           | -29.107260, 26.298235 |
| Section C11 | Open Earth Storm Water Channels | 70m  | 630  | At Boulevard Area to Airport Fence   | -29.107930, 26.298814 |
| Section C12 | Open Earth Storm Water Channels | 40m  | 600  | At Boulevard Area to Airport Fence   | -29.10887, 26.29996   |



Figure 3

#### ANNEX A: Footprint of the Affected Property

##### Section D: Landside and Airside Grass Cutting

| Section    | Name                            | Perimeter/<br>Length<br>(Meters) | Area<br>(Sq.<br>Meters) | Description                         |                       |
|------------|---------------------------------|----------------------------------|-------------------------|-------------------------------------|-----------------------|
| Section D1 | Landside, airside Grass Cutting | 425                              | 11242                   | Solar Plant Area inside and outside | -29.09597, 26.29400   |
| Section D2 | Landside, airside Grass Cutting | 230                              | 1150                    | Road next to ENGEN 5m clearance     | -29.09519, 26.29598   |
| Section D3 | Landside, airside Grass Cutting | 430                              | 4830                    | Reservoir Pump Station Area         | -29.09675, 26.295789  |
| Section D4 | Landside, airside Grass Cutting | 222                              | 0                       | Substation C Area                   | -29.096018, 26.295872 |
| Section D5 | Landside, airside Grass Cutting | 547                              | 0                       | Bus staging Area                    | -29.097588, 26.296476 |
| Section D6 | Landside, airside Grass Cutting | 150                              | 750                     | Exit Road                           | -29.09800, 26.29662   |

|             |                                 |      |      |                                                     |                      |
|-------------|---------------------------------|------|------|-----------------------------------------------------|----------------------|
| Section D7  | Landside, airside Grass Cutting | 1050 | 0    | Front of Maintenance Area                           | -29.09746, 26.2986   |
| Section D8  | Landside, airside Grass Cutting | 461  | 0    | Maintenance Area                                    | -29.097313, 26.29769 |
| Section D9  | Landside, airside Grass Cutting | 600  | 3000 | Front of Car Rental Depot                           | -29.10107, 26.296176 |
| Section D10 | Landside, airside Grass Cutting | 726  | 2178 | Outside and around Car Rental Depot Perimeter fence | -29.1016, 26.297297  |
| Section D11 | Landside, airside Grass Cutting | 1210 | 908  | Boulevard Area                                      | -29.105579, 26.29648 |

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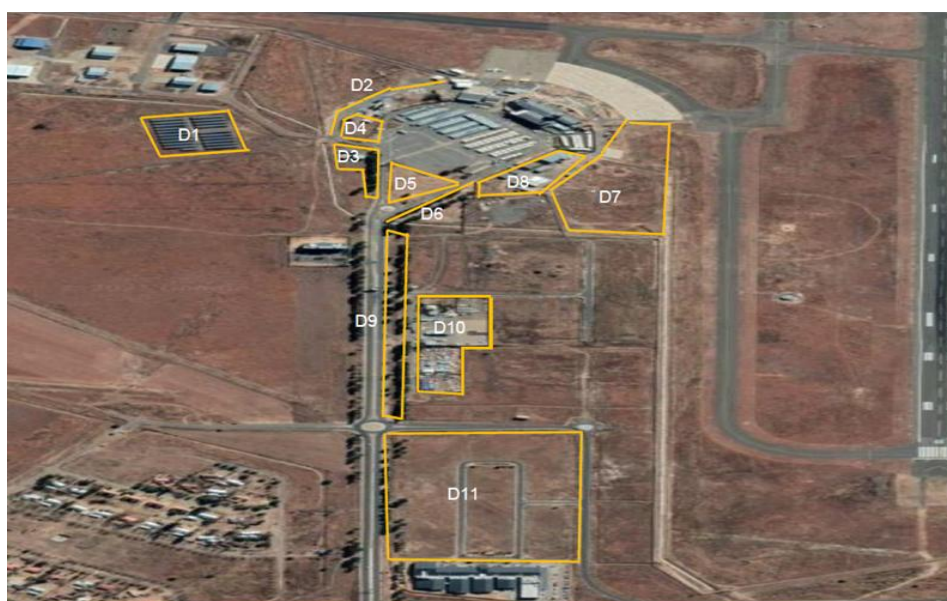


Figure 4

#### ANNEX A: Footprint of the Affected Property

##### Section E: Pavements (as seen on Fig 5)

| Section    | Name     | Perimeter/<br>Length<br>(Meters) | Area<br>(Sq.<br>Meters) | Description  |                      |
|------------|----------|----------------------------------|-------------------------|--------------|----------------------|
| Section E1 | Pavement | 722                              | 9725.5                  | Apron        | -29.09464, 26.298378 |
| Section E2 | Pavement | 281                              | 0                       | Fire station | -29.09495, 26.29724  |
| Section E3 | Pavement | 192                              | 978                     | Arrival      | -29.095475, 26.29756 |
| Section E4 | Pavement | 183                              | 982                     | Departure    | -29.0960, 26.298     |

|            |          |       |        |                                                                                   |                       |
|------------|----------|-------|--------|-----------------------------------------------------------------------------------|-----------------------|
| Section E5 | Pavement | 416   | 705    | Airside Walkway                                                                   | -29.095448, 26.298158 |
| Section E6 | Pavement | 508   | 2382   | Front of Terminal Building                                                        | -29.095726, 26.297546 |
| Section E7 | Pavement | 624   | 0      | Parking Area                                                                      | -29.096346, 26.29695  |
| Section E8 | Pavement | 1200  | 4800   | Exit Road                                                                         | -29.1023, 26.296      |
| Section E9 | Pavement | 18800 | 342000 | Manoeuvring Area (Grass cutting, herbicide application and levelling on airfield) | -29.09263, 26.302608  |

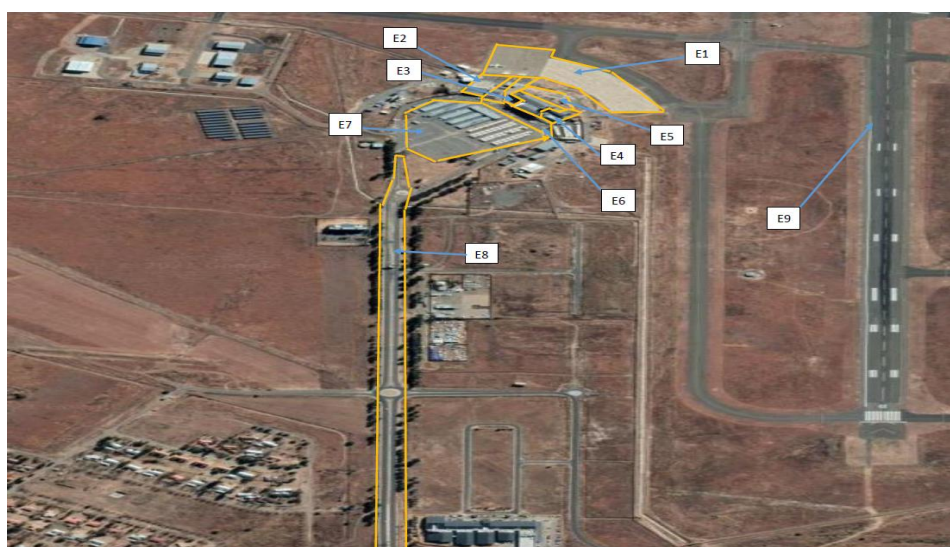


Figure 5

#### ANNEX A: Footprint of the Affected Property

##### Section F: Gardening's

| Section    | Name      | Perimeter/<br>Length<br>(Meters) | Area<br>(Sq. Meters) | Description            |                      |
|------------|-----------|----------------------------------|----------------------|------------------------|----------------------|
| Section F1 | Gardening | 465                              | 6637                 | Airside                | -29.095607, 26.2981  |
| Section F2 | Gardening | 261                              | 700                  | Parking Entrance       | -29.0959, 26.2962    |
| Section F3 | Gardening | 223                              | 928                  | Staff parking Entrance | -29.096459, 26.29808 |
| Section F4 | Gardening | 71                               | 162                  | Parking Exit           | -29.09688, 26.29755  |

## AREAS TO BE MAINTAINED

| # | Area                                              | Locality           |
|---|---------------------------------------------------|--------------------|
| a | All Bram Fischer International Airport Facilities | Airside / Landside |

## WORK MANAGEMENT

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

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

| Task Order Type                   | Description                                                                                                                            |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Work Request / Work Orders</b> | <b>Work Request / Work Orders (Reactive and planned tasks)</b>                                                                         |
|                                   | Where work required has been included in the bills of quantities as rate only works.                                                   |
|                                   | The contractor will schedule the necessary work and complete the work as agreed.                                                       |
|                                   | The contractor and the client will refer to the rates contained in the pricing schedule to determine the amount due to the contractor. |
|                                   | This aspect of the service is re-measurable and the contractor will only be paid for the quantity of work completed in the work order. |
|                                   |                                                                                                                                        |
|                                   |                                                                                                                                        |

## Inspections

| No | Description                                                                            |
|----|----------------------------------------------------------------------------------------|
| 1  | Conduct visual inspection at Airside and Landside BFIA Infrastructure on Monthly basis |

## Activities

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

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

## Activities

Record safety risk identified relating to a Landscaping.

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

Carry out Landscaping work that fall within the scope work.

## INCIDENTS

All safety incidents must be reported to the Service Manager and subsequently to the Safety Manager in writing.

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

#### INSPECTIONS AND AUDITS

ACSA always has a right to inspect and audit the facilities of the service provider. Corrective measures must be taken at the cost of the service provider to address noncompliance's found. The service provider is also required to inspect its own facilities per prevailing regulation and provide proof when required.

The service provider must provide a list of personnel appointed in terms of the Occupational Health and Safety Act as well as those appointed to oversee environmental compliance.

#### Interpretation and terminology

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

| Abbreviation / Term                                   | Meaning given to the abbreviation/term                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CM - Corrective Maintenance                           | Maintenance carried out after a failure has occurred and intended to restore an item to a state in which it can perform its required function. Corrective maintenance can be planned or unplanned.                                                                                                                                                                                             |
| Predictive maintenance or condition-based maintenance | Predictive maintenance or condition-based maintenance (CBM), defined as the type of maintenance trying to predict the condition of the equipment and plan maintenance strategy accordingly. Once the condition is known a decision is taken to take the equipment out of service for repairs or to leave it in service for an extended period of time based on the condition of the equipment. |
| Proactive maintenance or engineer out maintenance     | Proactive maintenance or engineer out maintenance (EOM), defined as maintenance or task performed to prevent failure. It also involves the development of new facilities or changing of existing facilities. Updating or putting new procedures in place is also a form of EOM.                                                                                                                |
| Risk Register                                         | A record of information that stipulates the risks identified, the levels of risk exposure before and after implementation of risk controls and details of appointed risk owners as a minimum.                                                                                                                                                                                                  |
| CMMS                                                  | Computerized maintenance management system                                                                                                                                                                                                                                                                                                                                                     |
| ACSA                                                  | Airports Company South Africa                                                                                                                                                                                                                                                                                                                                                                  |
| BFIA                                                  | Bram Fisher International Airport                                                                                                                                                                                                                                                                                                                                                              |
| Third Party Procurement                               | The purchase of materials, hire of equipment and the procurement of subcontracted services.                                                                                                                                                                                                                                                                                                    |
| Ditto                                                 | Use to indicate something already said is applicable a second time.                                                                                                                                                                                                                                                                                                                            |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                |

#### Management strategy and start up.

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

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

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

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

#### EMERGENCY RESPONSE PLAN

The appointed contractor will have an onsite emergency response plan to deal with various emergencies (including, but not limited to: spills and pollution, flood, fires, bombs etc.) that will be documented and available on site.

The emergency response plan shall be simulated within 30 days of commencing with the contract. The appointed service provider shall ensure that all requirements including training is implemented. Further, simulation will take place on an annual basis where findings and observations from the simulation shall be carried through in the form of lessons learned, refresher training and updates to the emergency response plan.

#### Management meetings

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

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

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

| Title and purpose                                                                                         | Approximate time & interval  | Location | Attendance by:                         |
|-----------------------------------------------------------------------------------------------------------|------------------------------|----------|----------------------------------------|
| Overall contract progress and feedback, risk register, feedback on early warnings and compensation events | Quarterly on _TBC_ at ___TBC | BFIA     | <i>Employer, Contractor and ___TBC</i> |
| Ad Hoc Meetings for a specific purpose                                                                    | As and when required         | BFIA     | TBC                                    |

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.

### Provision of bonds and guarantees

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

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

### Documentation control

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

- Monthly Reports  
Reports are submitted together with the invoice.  
The monthly report must include:
  - Summary of all maintenance activities carried out
  - Pack includes signed copies of task orders completed for the month.
  - Copy of claim for the month.
  - Operations (General, challenges, achievements, improvement areas)
  - Review suitability of safety files, risks and treatment.
  - Lessons learnedThe report must be submitted in a user friendly and in a compatible format agreed by ACSA upon award.
- The contractor must ensure that insurance for compensation for occupational injuries and disease – COID (Workman's Compensation) remains valid, up to date and in place at all times for employees working on ACSA premises. Proof will be requested at regular intervals.
- The contractor must ensure that insurance requirements as outlined in the attached ACSA insurance specification is valid, up to date and in place at all times for the duration of the contract. Proof will be requested at regular intervals.
- The contractor shall ensure that all employees working on ACSA premises have completed medicals certifying them fit to work. Note, ACSA permits are issued subject to there being a medical in place certifying the employee fit to work.

### General Information

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

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

### Computerized Maintenance Management System (CMMS)

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

## COMPUTERISED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

### Procedure General

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

## Invoicing and payment

Invoices will be itemized per the price schedule.

When invoicing, the *Contractor* shall ensure that all required reports for the corresponding month are Attached to the monthly invoice. The contractor shall keep copies of all reports for at least Three (3) years from the issue date. All reports shall be in a format as agreed with the Service Manager from time to time. The *Contractor* shall address the tax invoice to ACSA and include on each invoice the following information:

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

All payments shall be made by electronic transfer into the *Contractor's* bank account.

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

#### **ESCALATION**

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

#### **Contract change management**

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

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

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

#### **Insurance provided by the *Employer***

Refer to attached Insurance specification from the employer.

#### **Training workshops and technology transfer**

To be discussed and agreed as and when required.

#### **Design and supply of Equipment**

To be discussed and agreed as and when required.

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

##### **Equipment**

None

##### **Information and other things**

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

#### **Management of work done by Task Order**

##### **Computerized Maintenance Management System (CMMS)**

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

#### **COMPUTERISED MAINTENANCE MANAGEMENT SYSTEM (CMMS)**

##### **Procedure General**

- The contractor will be issued with a list of maintenance requirement(s) which need to be assessed and subsequently actioned.
- The contractor will review the list and perform the necessary condition assessments and inspections.
- The contractor will report back to the employer within the specified time frame on the scope of works, time line for completion and estimated total cost of the works based on the rates approved in the bill of quantity.

- The employer will then approve the work that must be executed and will issue official instruction to proceed.
- The task orders issued to the contractor will be titled 'work order'
- "Work Orders" are separated into to two (2) categories which are,
  - Planned work orders
  - Unplanned work orders
- Each work order issued to the contractor will have a unique reference number for the work that is to be done.
- The contractor will complete and submit the completed work order to the employer once the work on site is completed.
- The work order will be completed on the prescribed form and will have attached support documentation which includes, third party invoices, labour schedules, work plans etc.
- The work will be regarded as closed once the employer has received confirmation the work on site is completed, the complete work order is submitted to the employer, the employer has acknowledged receipt of the submission and the employer has carried out inspection and confirmed the work has been completed as agreed.
- **Payments for work done will only be processed for completed and closed work orders.**
- The contractor will ensure that a copy of all submissions is retained by the contractor for the duration of the contract.

## Health and safety, the environment and quality assurance

### Health and safety risk management

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

The Service Provider will supply all on-site personnel with the necessary PPE and a uniform, with the company logo, which ensures all employees are easily identifiable. Submission of relevant medical certificates together with the Safety File as per Occupational Health and Safety requirements. The safety file will be approved by the Safety department.

The appointed service provider must make allowance for appropriate PPE for all staff in line with regulations set out by the relevant authorities.

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

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

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

### Environmental constraints and management

#### Environment

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

At no time shall the Contractor:

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

## **Quality assurance requirements**

### **Quality plans and control**

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

## **Procurement**

### **People**

#### **Minimum requirements of people employed**

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

#### **BBBEE and preferencing scheme**

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

### **Subcontracting**

#### **Preferred subcontractors**

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

## **Plant and Materials**

### **Specifications**

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

The service provider will be required to have variety of tools and equipment that will be needed to enable them to execute their duties efficiently.

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

#### **Correction of defects**

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

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

The service provider will be responsible to ensure deliveries are made to the airport premises place of storage or work.

All warranties and guarantees shall be made out in the name of the employer.

### **Tests and inspections before delivery**

Per prevailing legislation and industry standards.

### **Plant & Materials provided "free issue" by the Employer**

ACSA will provide the contractor with specified materials which are held in attic stock/stores.

All other plant and materials are to be provided by the contractor unless otherwise determined on a case by case basis.

## **Working on the Affected Property**

### **OPERATING HOURS**

Airport operating hours are on average from 06h00 to 20h00, seven (7) days a week.

Staffing will be provided on as needed basis. Where work will adversely impact airport operation, such work shall be executed after operating hours

Note: Airport operating hours are subject to change based on prevailing site conditions and restrictions. Airport operating hours may also change based on changes to flight plans for the day.

### **Personal Protective Equipment (PPE) & Uniforms**

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

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

### **Emergency Procedures**

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

### **General Safety Requirements**

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

No unsafe/dangerous equipment or tools may be brought onto or used on Airports Company South Africa premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use.

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

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

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

#### **Cell phones and two-way radios**

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

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

#### **Protection of the public**

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

#### **Barricades and lighting (Where applicable)**

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

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

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

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

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

| Permit                                 | Required by/for                                                        | Department    |
|----------------------------------------|------------------------------------------------------------------------|---------------|
| AVOP – Airside Vehicle Operator permit | All drivers of vehicles on airside                                     | ACSA Safety   |
| General Security Awareness             | All person to undergo this particular course in order to get a permit. | ACSA Safety   |
| Airside Induction                      | All person to undergo this course for airside access.                  | ACSA Safety   |
| Airside Vehicle Permit                 | All vehicles that enter airside                                        | ACSA Safety   |
| Personal permit (AIT)                  | All persons employed on the airport                                    | ACSA Security |
| Cell phone permit                      | All persons taking cell phones to airside                              | ACSA Security |
| Camera permit                          | All persons taking cameras or camera equipment to airside              | ACSA Security |
| Tool's permit                          | All persons taking cell tools to airside                               | ACSA Security |

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

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

## **People restrictions, hours of work, conduct and records**

### **OPERATING HOURS**

Airport operating hours are on average from 06h00 to 20h00, seven (7) days a week.

Staffing will be provided on an as needed basis. Where work will adversely impact airport operation, such work shall be executed after operating hours. Exact times will vary based on the time for the last arriving flight for the day.

Note: Airport operating hours are subject to change based on prevailing lock down regulations and restrictions.

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

#### **List of all resources deployed to BFIA for the duration of the contract (Personnel file)**

- Full names
- Copies of ID docs
- Record of medicals
- Copy of (ACSA training certificates eg: AIT, AVOP, temporary permits etc)

#### **Attendance Registers**

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

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

## **Health and safety facilities on the Affected Property**

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

## **Environmental controls, fauna & flora**

Refer Section 3 above

## **Cooperating with and obtaining acceptance of Others**

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

## **Records of Contractor's Equipment**

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

The specification makes allowance for specialised equipment needed on an as and when basis for specialised items of work. (Note: ACSA will pay for rental for these specialised items of equipment as and when the need

arises. Therefore, the contractor does not need to make allowance for it in their schedule of their own equipment)

### **Equipment provided by the *Employer***

Not applicable

### **Site services and facilities**

#### **Provided by the *Employer***

- Common use ablutions
  - Water – Free for use due to operational needs
  - Electricity – Free for use due to operational needs
  - Certain material items of attic stock.
- The contractor shall provide everything else necessary to provide the service.

#### **Provided by the *Contractor***

- Supervision and management
- Equipment, tools and machinery to discharge the service  
All tools used shall be safe and in good working condition. All electrical tools shall be properly insulated to alleviate electrocution risk. All tools used needs to be inspected and recorded in the tool inspection sheet. The *Service Manager* reserves the right to have access to the maintenance records of the *Contractor's* plant and equipment, when requested.
- Labour as required
- Materials as requested
- Maintenance vehicle(s)
- Skips/storage and disposal of construction waste
- Specialized sub-contracting supplied by the contractor.
- The contractor shall provide everything else necessary to provide the service.

### **Control of noise, dust, water and waste**

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

### **Hook ups to existing works**

Where applicable as tasks arise.

### **Tests and inspections**

#### **Description of tests and inspections**

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

#### **Materials facilities and samples for tests and inspections**

Where applicable as tasks arise

List of drawings

Drawings issued by the *Employer*

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

#### PART 4: SITE INFORMATION

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

SITE PLAN







## Environmental constraints and management

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

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

| ISSUE                                             | REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Environmental Policy</b>                       | ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Stormwater, 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 stormwater, 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 minimise noise generated on site as a result of work operations.</li> <li>The Contractor shall comply with the applicable regulations with regard to 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 always maintain a tidy, litter free environment in their work area.</li> <li>Contractors must keep on file: <ol style="list-style-type: none"> <li>The name of the contracting waste company</li> <li>Waste disposal site used</li> <li>Monthly reports on quantities – separated into general, hazardous and recycled</li> <li>Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal</li> </ol> </li> </ul> |

| ISSUE                                                                | REQUIREMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                      | 5. Copy of waste permit for disposal site<br>This information must be available during audits and inspections.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Handling &amp; Storage of Hazardous Chemical Substances (HCS)</b> | <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 with regard to the transport, storage, use and disposal of hazardous substances.</li> </ul> |
| <b>Water and Energy Consumption</b>                                  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Training &amp; Awareness</b>                                      | The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

#### Penalties

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

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

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

I, \_\_\_\_\_ (name & surname) of \_\_\_\_\_ (company)

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

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

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

#### Quality assurance requirements

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

## **BASELINE HIRA: ACSA GENERIC HAZARDS ASSESSMENT**

| Baseline Risk Assessment |                                                                                           |
|--------------------------|-------------------------------------------------------------------------------------------|
| Project Name:            | Airport plumbing works and General Building Maintenance, for a period of Three (3) Years. |
| 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><br>Catastrophic | One or more multiple deaths and complete loss or destruction of equipment | A major accident                                                                                                                                                                      |
| <b>Category B</b><br>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><br>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><br>Minor        | Incidents                                                                 | Operating limitations are breached. Procedures are not used correctly                                                                                                                 |
| <b>Category E</b><br>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                |

| Generic Hazard                                     | Specific component of Hazard   | Hazard related consequence                              | Existing defenses to control risk                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Safety Risk Index |
|----------------------------------------------------|--------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 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                |

| Generic Hazard         | Specific component of Hazard    | Hazard related consequence                      | Existing defenses to control risk                                                                                                                                                                                                                                                                                                                                                                                       | Safety Risk Index |
|------------------------|---------------------------------|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 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                |

| Generic Hazard     | Specific component of Hazard                            | Hazard related consequence                                             | Existing defenses to control risk                                                                                                                                                                                                                                                                                                                  | Safety Risk Index |
|--------------------|---------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 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/fir e/ 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.<br><br>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                |

| Generic Hazard                  | Specific component of Hazard                                      | Hazard related consequence                                                                        | Existing defenses to control risk                                                                                                                                                                                                                                                                                                   | Safety Risk Index |
|---------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 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                |

| Generic Hazard  | Specific component of Hazard    | Hazard related consequence                                                                                                              | Existing defenses to control risk                                                                                                                                                                                                             | Safety Risk Index |
|-----------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| 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                |

| Generic Hazard       | Specific component of Hazard | Hazard related consequence | Existing defenses to control risk                                        | Safety Risk Index |
|----------------------|------------------------------|----------------------------|--------------------------------------------------------------------------|-------------------|
| General housekeeping | Damage to infrastructure     | Injuries, property damages | Site and task specific risk assessments to carried out by the contractor | 4C                |