

AIRPORTS COMPANY SOUTH AFRICA

PROJECT NUMBER: 16288/2023

SCM Ref no. 16288

THE APPOINTMENT OF A BUILDING MAINTENANCE CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF BUILDING INFRASTRUCTURE AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA)

NEC 3: TERM SERVICE CONTRACT (TSC)

Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

(Registration Number: 1993/004149/30)

Applicable at: Port Elizabeth International Airport

and	
	(Registration Number :)

for THE APPOINTMENT OF A BUILDING MAINTENANCE CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF BUILDING INFRASTRUCTURE AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA)

Part C1: Agreement and Contract Data

C1.1	Form of Offer and Acceptance
C1.2a	Contract Data Provided by the Employer
C1.2b	Contract Data Provided by the Contractor
C1.3	Occupational Health and Safety Agreement (Mandatory Form)
C1.4	ACSA Insurance Requirements

Part C1: Agreements and Contract Data

C1.1: Form of Offer and Acceptance

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

THE APPOINTMENT OF A BUILDING MAINTENANCE CONTRACTOR FOR THE MAINTENANCE AND REPAIRS OF BUILDING INFRASTRUCTURE AT CHIEF DAWID STUURMAN INTERNATIONAL AIRPORT (CDSIA)

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

The tenderer, identified in the Offer signature block, has examined the contract as listed in the Acceptance section and agreed to provide this Offer.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words)	Rands;
R	including VAT (in figures)
	ount should be calculated as per the guide provided in the Pricing Data. In the event of any n the amount above and the Pricing Data, the latter shall prevail.)
THE OFFERED	PRICES ARE AS STATED IN THE PRICING SCHEDULE
Acceptance and tenderer before	be accepted by the Employer by signing the Acceptance part of this Form of Offer and d returning one copy of this document including the Schedule of Deviations (if any) to the e the end of the period of validity stated in the Tender Data, or other period as agreed, tenderer becomes the party named as the Contractor in the <i>conditions of contract</i> identified Data.
Signature(s)	
Name(s)	
Capacity	
For the tenderer:	
	(Insert name and address of organisation)

Name & signature of witness

Date

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the **Contractor** the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work: Works Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives a copy of this document which contains the Employer's signature, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)		
Name(s)		
Capacity		
for the Employer	Airports Company South Africa (ACSA) SOC East London Airport, Private Bag X109, East London, 5201	
Name & signature of witness	(Insert name and address of organisation)	Date

Schedule of Do	eviations	
1 Subject		
Details		
2 Subject		
Details		
3 Subject		
Details		
accept the fore in the Tender clarification or offer and acce It is expressly between the is Agreement shadeless.	egoing schedule of deviations as the only deviations as the only deviations as the only deviation and addenda thereto as listed in the changes to the terms of the offer agreed by the ptance. agreed that no other matter whether in writing sue of the tender documents and the receipt to	nent, the Employer and the Tenderer agree to and ations from and amendments to the documents listed returnable schedules, as well as any confirmation, he Tenderer and the Employer during this process of a communication or implied during the period by the tenderer of a completed signed copy of this poetween the parties arising from this agreement. For the Bidder
Name (s)		
Capacity		
Name and Address	Airports Company South Africa SOC Limited , Chief Davis Stuurman International	
	Airport	
	P. O Box 5787, Walmer, 6065	
Name & Signature of witness	(Insert name and address of organisation)	(Insert name and address of organisation)

Date

Part C1.2a Contract Data

Part one - Data provided by the Employer

The Conditions of Contract are selected from the NEC3 Term Service Contract (TSC), April 2013.

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract which requires it.

Wherein in the contract it is stated no contract data is required accordingly the conditions of contract remain unaltered as per NEC3 Term Service Contract, April 2013.

Precedence in interpretation of the contract:

In the event of any ambiguity, inconsistency or conflict between the General Conditions of Contract, Special Conditions, Pricing Data, Service information, or other, the order of precedence shall be as follows:

Firstly, the Service information (C3) and Annexes thereto shall prevail;

Secondly the Contract Data (C1.2) and Conditions of Contract;

Thirdly the General Conditions of Contract;

Fourthly the Pricing data;

Lastly any schedules, drawings and other documents included with this agreement.

Part one - Data provided by the Employer

Clause	Statements	Data
1	General	
	The conditions of contract are the core clauses and the clauses for Main Option:	
		A: Priced contract with price list
	Dispute resolution Option	W1: Dispute resolution procedure
	and Secondary Options	X1: Price Adjustment for inflation
		X2: Changes in the law
		X18: Limitation of Liability (as amended in Option Z)
		Z: Additional conditions of contract
	of the NEC3 Term Service Contract, (April 2013)	
10.1	The <i>Employer</i> is:	Airports Company South Africa SOC, Chief Dawid Stuurman International Airport
	Address:	Chief Davis Stuurman International Airport
		P.O Box 5787, Walmer, 6065
	Tel No:	041 507 7429
10.1	The Service Manager is:	The Maintenance Manager

44.5(4)	T. A	1 1 1 1 B (00 fill 1 = 1 = 1 = 1
11.2(1)	The Accepted Plan is	Included in Part C3 of this document, including Annexes thereto as submitted by the Contractor and accepted by the Service Manager.
11.2(2)	The Affected Property is	Building Infrastructure of East London Airport
11.2(13	The Service is	The maintenance and repairs of building engineering infrastructure, as set out fully in Part C3 Service Information.
11.2(14	The following matters will be included in the Risk Register	The method statement Planned maintenance work Safety Legislated Annexes (updated) Also refer to site specific HIRA, which outlines the general hazards, in Part C4 of this document
11.2(15	The Service Information is in	The section titled Service Information included as Part C3 of this document.
12.2	The law of the contract is the law of	The Republic of South Africa
13.1	The language of this contract is	English
13.3	The period for reply is	5 working days
21.1	The period within which the Contractor provides the Contractor's Plan	10 calendar days from Contract Date
2	The Contractor's main responsibilities	Detailed in Part C3 (Service Information)
3	Time	
30.1	The starting date is	
30.2	The Service Period is	12 months from the <i>starting date</i> , or when the contract value has been expended, whichever occurs first
4	Testing and Defects	No data is required for this section of the conditions of contract
5	Payment	
50.1	The assessment interval is on the	The 20 th day of each successive month
51.1	The currency of this contract is the	South African Rand (ZAR)
51.2	The period within which payments are made is	30 days
51.4	The interest rate is	The prime lending rate of the Nedbank Bank, as determined from time to time.

6	Compensation events	No data is required for this section of the conditions of contract.	
7	Title	No data is required for this section of the conditions of contract.	
8	Risks and insurance	Refer to Part C1.4	
83.2	The minimum amounts of cover or minimum limits of indemnity required for the insurance table	Refer to Part C1.4	
9	Termination	No data is required for this section of the conditions of contract.	
10	Data for main Option clause		
A	Priced contract with price list	Refer to Part C2	
11	Data for Option W1		
W1.1	The Adjudicator is	The person appointed jointly by the parties from the list of adjudicators contained below	
W1.2	The Adjudicator nominating body is	The current Chairman of Johannesburg Advocate's Bar Council	
W1.4	The tribunal is	Arbitration	
W1.4	If the tribunal is arbitration, the arbitration procedure is	The arbitration procedure is set out in The Rules for the Conduct of Arbitrations 2013 Edition, 7th Edition, published by The Association of Arbitrators, (Southern Africa)	
W1.4	The place where arbitration is to be held is	Johannesburg, South Africa.	
W1.4	The person or organisation who will choose an arbitrator	The Arbitrator is the person selected by the Parties as and when a dispute arises in terms of the relevant Z Clause, from the Panel of Arbitrators provided under the relevant Z clause if the arbitration procedure does not state who selects an arbitrator. The Arbitrator nominating body is the Chairman of the Johannesburg Advocates Bar Council.	
12	Data for secondary Option		
X1	Price Adjustment for inflation	The index referred to in this clause shall be deemed to refer to the CPI index on the <i>starting date</i> as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary	
X2	Changes in the law	No data is required for this secondary option.	
X18	Limitation of liability		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil - Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue	

X18.2	For any one event, the Contractor's The total of the Prices liability to the Employer for loss of or damage to the Employer's property is limited to		
X18.3	The Contractor's total liability to the Employer for defects due to his design which are not listed on the Defects Certificate is limited to		
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 matters, is limited to The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract. The excluded matters are amounts payable by the Contractor as stated in this contract for: Loss of or damage to the Employer's property, Defects liability, Insurance liability to the extent of the Contractor's risks death of or injury to a person; infringement of an intellectual property right		
Z	The Additional conditions of Z1 – Z19 contract are		
	Amendments to the Core Clauses		
Z 1	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.		
Z 5	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 recue proceedings".		
	Amendment to the Secondary Option Clauses		
Z 7	Limitation of liability:		
Z7.1	Insert the following new clause as Option X18.6: 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 of any proceeds which would have been received from any insurances but for the conduct of the <i>Contractor</i> shall be excluded from the calculation of the limitations of liability listed in the contract		

Additional Z Clauses Z8 Cession, delegation and assignment Z8.1 The Contractor shall not cede, delegate or assign any of its rights or obligations to any person without the written consent of the Employer, which consent shall not be unreasonably withheld. This clause shall be binding on the liquidator/business rescue practitioner /trustee (whether provisional or not) of the Contractor Z8.2 The Employer maycede and delegate its rights and obligations under this contract to any person or entity **Z**9 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. The Contractor's breach of this clause constitutes grounds for terminating the Contractor's Z10.2 obligation to Provide the Works or taking any other action as appropriate against the Contractor (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination. Z10.3 If the Contractor is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the Employer, the Employer shall be entitled to terminate the contract in accordance with the procedures stated in core clause 92.2. the amount due on termination is A1. **Z11** Confidentiality Z11.1 All information obtained in terms of this contract or arising from the implementation of this contract shall be treated as confidential by the Contractor and shall not be used or divulged or published to any person not being a party to this contract, without the prior written consent of the Service Manager or the Employer, which consent shall not be unreasonably withheld. Z11.2 If the Contractor is uncertain about whether any such information is confidential, it is to be regarded as such until otherwise notified by the Service Manager. Z11.3 This undertaking shall not apply to -

- **Z11.3.1** Information disclosed to the employees of the *Contractor* for the purposes of the implementation of this agreement. The *Contractor* undertakes to procure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;
- **Z11.3.2** Information which the *Contractor* is required by law to disclose, provided that the *Contractor* notifies the *Employer* prior to disclosure so as to enable the *Employer* to take the appropriate action to protect such information. The *Contractor* may disclose such information only to the extent required by law and shall use reasonable efforts to obtain assurances that confidential treatment will be afforded to the information so disclosed:
- **Z11.3.3** Information which at the time of disclosure or thereafter, without default on the part of the *Contractor*, enters the public domain or to information which was already in the possession of the *Contractor* at the time of disclosure (evidenced by written records in existence at that time);
- **Z11.4** The taking of images (whether photographs, video footage or otherwise) of the *works* or any portion thereof, in the course of Providing the Works and after Completion, requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*
- **Z11.5** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

Z12 Employer's Step-in rights

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

Z13 Liens and Encumbrances

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

Z14 Intellectual Property

- **Z14.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works.
- **Z14.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *works*.
- **Z14.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *works* for the purposes of constructing, repairing, demolishing, operating and maintaining the works
- The written approval of the *Contractor* is to be obtained before the *Contractor*'s IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor*'s IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP

- Z14.5 The Contractor shall indemnify and hold the Employer harmless against and from any claim alleging an infringement of IP rights ("the claim"), which arises out of or in relation to:
- Z14.5.1 the Contractor's design, manufacture, construction or execution of the Works
- **Z14.5.2** the use of the *Contractor's* Equipment, or
- Z14.5.3 the proper use of the Works.
- Z14.6 The Employer shall, at the request and cost of the Contractor, assist in contesting the claim and the Contractor may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it.

Z15 Dispute resolution:

Z15.1 **Appointment of the Adjudicator**

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

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

		·
Name	Location	Contact details
		(phone & e mail)
Adv. Ghandi	Gauteng	+27 11 282 3700
Badela		ghandi@badela.co.za
Mr. Errol Tate Pr.	Durban	+27 11 262 4001
Eng.		Errol.tate@mweb.co.za
Adv. Saleem	Gauteng	+27 11 535-1800
Ebrahim		salimebrahim@mweb.co.za
Mr. Sebe	Gauteng	+27 11 442 8555
Msutwana Pr.		sebe@civilprojects.co.za
Eng.		
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke	Gauteng	083 653 2281
SC		reyneke@duma.nokwe.co.z
Mr. Emeka	Pretoria	+27 12 349 2027
Ogbugo		emeka@gosiame.co.za
(Quantity		
Surveyor)		

Z15.2 **Appointment of the Arbitrator**

An Arbitrator is appointed when a Panel of Arbitrators 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 appointment deadlock to the Chairman of the Johannesburg Bar Council, who appoints an Arbitrator listed in the Panel of Arbitrators below

Name	Location	Contact details
		(phone & e mail)
Adv. Ghandi	Gauteng	+27 11 282 3700
Badela		ghandi@badela.co.za
Mr. Errol Tate Pr.	Durban	+27 11 262 4001
Eng.		Errol.tate@mweb.co.za
Adv. Saleem	Gauteng	+27 11 535-1800
Ebrahim		salimebrahim@mweb.co.za
Mr. Sebe	Gauteng	+27 11 442 8555
Msutwana Pr.		sebe@civilprojects.co.za
Eng.		
Mr. Sam Amod	Gauteng	sam@samamod.com
Adv. Sias Ryneke	Gauteng	083 653 2281
SC		reyneke@duma.nokwe.co.z
Mr. Emeka	Pretoria	+27 12 349 2027
Ogbugo		emeka@gosiame.co.za
(Quantity		
Surveyor)		

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 do adhere to these requirements shall be considered a material breach of the conditions of this Contract, the sanction for which may be a cancellation of this Contract.

Z18 Communication

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

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

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

Z19 Delegation

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

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

Part C1.2b Contract Data

Part two - Data provided by the Contractor

The conditions of contract are the NEC3 Term Service Contract (TSC), April 2013

Each item of data given below is cross-referenced to the clause in the NEC3 Term Service Contract (TSC) to which it mainly applies.

Part two - Data provided by the Contractor

Clause	Statement	Data
10.1	The Contractor is (Name):	
	Address:	
	Telephone No:	
	Email Address:	
	Represented by (Full Name):	
	Title:	
	Address:	
	Telephone No:	
	Email Address:	
11.2	The working areas are	See C3 'Service Information'
24.1	The Contractor's Key people are:	CV's to be appended to Tender Schedule

Confidential

Name:
Job:
Responsibility:
Qualifications:
Experience:
Name:
Job:
Responsibility:
Qualifications:
Experience:
Name:
Job:
Responsibility:
Qualifications:
Experience:

Confidential

	Name:	
	Job:	
	Responsibility:	
	Qualifications:	
	Experience:	
11.2	The following matters will be included in the Risk Register	 Legislated Annexes update Existing Services Access to Site Delay in supply of material and/or equipment Progress of the works against the program Travelling public and ACSA stakeholders Wild animals (eg. Bees, snakes, etc.) strike

Part C1: Agreements and Contract Data

C1.3: Occupational Health and Safety Agreement

OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

OBJECTIVES

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

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

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

The parties to this Agreement are:

Name of Organisation:	
AIRPORTS COMPANY SOUTH AFRICA	
PORT ELIZABETH INTERNATIONAL AIRPORT	
Physical Address:	
Airport Company South Africa	
Chief David Stuurman International Airport	
P.O Box 5787,	
Walmer,	
6065	

Hereinafter referred to as "Client"

Name of organisation:			
Physical Address			

Hereinafter referred to as "the Mandatary/ Principal Contractor"

MANDATORY'S MAIN SCOPE OF WORK

THE BUILDING MAINTENANCE OF BUILDING ENGINEERING INFRASTRUCTURE AT THE PORT ELIZABETH INTERNATIONAL AIRPORT

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. "Mandatary" is defined as including as agent, a principal contractor or a contractor for work, but WITHOUT DEROGATING FROM HIS/HER STATUS IN HIS/HER RIGHT AS AN EMPLOYER or user of the plant
- 3. Section 37 of the Occupational Health & Safety Act potentially punishes Employers (PRINCIPAL CONTRACTOR) for unlawful acts or omissions of Mandataries (CONTRACTORS) save where a Written Agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act BY THE MANDATARY.
- 4. All documents attached or refer to in the above Agreement form an integral part of the Agreement.
- 5. To perform in terms of this agreement Mandataries must be familiar and conversant with the relevant provisions of the Occupational Health & Safety Act 85 of 1993 (OHS Act) and applicable Regulations.
- 6. Mandatories who utilise the services of their own Mandatories (contractors) must conclude a similar Written Agreement with them.
- 7. Be advised that this Agreement places the onus on the Mandatary to contact the CLIENT in the event of inability to perform as per this Agreement.
- 8. This Agreement shall be binding for all work the Mandatary undertakes for the client.
- All documentation according to the Safety checklist including a copy of the written Construction Manager appointment in terms of construction regulation 8, must be submitted 7 days before work commences.

THE UNDERTAKING

The Mandatary undertakes to comply with:

INSURANCE

- 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 is in good standing with the Compensation Fund or Licensed Insurer.
- 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.
 - a. Public Liability Insurance Cover as required by the Subcontract Agreement.
 - b. Any other Insurance cover that will adequately makes provision for any possible losses and/or claims arising from their and /or their Subcontractors and/or their respective employee's acts and/or omissions on the Client's premises.

COMPLIANCE WITH THE OCCUPATIONAL HEALTH & SAFETY ACT 85 OF 1993

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

- 1. All work performed by the Mandatary on the Client's premises must be performed under the close supervision of the Mandatary's employees who are to be trained to understand the hazards associated with any work that the Mandatary performs on the Client's premises.
- 2. The Mandatary shall be assigned the responsibility in terms of Section 16(1) of the OHSAct 85 of 1993, if the Mandatary assigns any duty in terms of Section 16(2), a copy of such written assignment shall immediately be forwarded to the Client.
- 3. The Mandatary shall ensure that he/she familiarise himself/herself with the requirements of the OHSAct 85 of 1993 and that s/he and his/her employees and any of his subcontractors comply with the requirements.
- 4. The Mandatary shall ensure that a baseline risk assessment is performed by a competent person before commencement of any work in the Client's premises. A baseline risk assessment document will include identification of hazards and risk, analysis and evaluation of the risks and hazards identified, a documented plan and safe work procedures to mitigate, reduce or control the risks identified, and a monitoring and review plan of the risks and hazards
- 5. The Mandatary shall appoint competent persons who shall be trained on any Occupational Health & Safety aspect pertaining to them or to the work that is to be performed.
- 6. The Mandatary shall ensure that discipline regarding Occupational Health & Safety shall be strictly enforced.
- 7. Any personal protective equipment required shall be issued by the Mandatary to his/her employees and shall be worn at all times.
- 8. Written safe working practices/procedures and precautionary measures shall be made available and enforced and all employees shall be made conversant with the contents of these practises.
- 9. No unsafe equipment/machinery and/or articles shall be used by the Mandatary or contractor on the Client's premises.
- 10. All incidents/accidents referred to in OHSAct shall be reported by the Mandatary to the Provincial Director: Department of Labour as well as to the Client.
- 11. No user shall be made by the Mandatary and/or their employees and or their subcontractors of any of the Client's machinery/article/substance/plant/personal protective equipment without prior written approval.
- 12. The Mandatary shall ensure that work for which the issuing of permit is required shall not be performed prior to the obtaining of a duty completed approved permit.
- 13. The Mandatary shall ensure that no alcohol or any other intoxicating substance shall be allowed on the Client's premises. Anyone suspected to be under the influence of alcohol or any other intoxicating substance shall not be allowed on the premises. Anyone found on the premises suspected to be under the influence of alcohol or any other intoxicating substance shall be escorted off the said premises immediately.
- 14. Full participation by the Mandatary shall be given to the employees of the Client if and when they inquire into Occupational Health & Safety.

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 by the Chief Executive Officer of the Mandatary. A copy of this letter must be made available to the Client.
- 2. The Mandatary confirms that he has been informed that he must report to the Client's management, in writing anything he/she deems to be unhealthy and /or unsafe. He has versed his employees in this regard.
- 3. The Mandatary warrants that he/she shall not endanger the health & safety of the Client's employees and other persons in any way whilst performing work on the Client's premises.

- 4. The Mandatary understands that no work may commence on the Client's premises until this procedure is duly completed, signed and received by the Client.
- 5. Non-compliance with any of the above clauses may lead to an immediate cancellation of the contract.

ACCEPTANCE BY MANDATARY

In terms of section 37(2) of the Occupational Health 8 Construction Regulations 2014,	Safety Act 85 of 1993 and	section 5.1(k) of the
I	e) undertake to ensure that the	
Mandatary – WCA/ Federated Employers Mutual No		
Expiry date		
SIGNATURE ON BEHALF OF MANDATARY (Warrant his authority to sign)	DATE	
SIGNATURE ON BEHALF OF THE CLIENT AIRPORT COMPANY SOUTH AFRICA	DATE	

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Pricing Data

Part C2: Pricing Data C2.1: Pricing Instructions

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

- 1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule.
- 2. The contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
- 3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed. The Contractor has the liberty to insert items, quantities and rates of his own choosing in the said schedule as a separate line item.
- 4. The pricing schedule as completed by the Contractor shall be VAT exclusive prices and shall cover, "inter alia" all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
- 5. The contractor is to take note that payment is made for each activity only when it is complete. "Complete" as it is used in this schedule means the complete system or unit as specified in the particular document.
- 6. Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the price.
- 7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
- 8. The quantities and rates included for day work shall form part of the tender price, but Contractors shall note that this item must be regarded as provisional and will only be payable to the Contractor if and when a written order to this effect has been issued.
- 9. "Foreign" shall mean the CIF (Cost, Insurance and Freight) value.
- 10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
- 11. Variations in the scope and extent of the work shall be allowed to meet the Engineer's requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.

(Part 2 below)

- 12. All provisional sums and contingency amounts shall be expended as directed by the Engineer and any balance remaining shall be deducted from the contract sum.
- 13. All items described as "provisional" shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which "provisional" items are provided shall, be commenced without written instructions from the Engineer.
- 14. No commitment to expending any portion of the contingency amounts and/or provisional sums are made or implied by the Employer.
- 15. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.
- 16. The main cost drivers for this contract are required labour resources and required service levels and not the quantity of equipment.

No admin fee shall be payable on sub-contractor remuneration.

NB: Tenderers must only price in accordance with the pricing schedule below. This will enable ACSA to compare priced offers. Failure to submit a priced offer using the prescribed schedule will make the bid liable for disqualification.

Confidential

ADDITIONAL NOTES:

Contract value

The guide below must be used in estimating the contract value. This amount must be reported as the Contract

Value in the corresponding schedules. Tenderers are reminded that this amount is for illustrative purposes

only and that ACSA will not be under any obligation to expend the full or any portion of this amount. Monthly

contract expenditure will be strictly calculated according to the Activity Schedule as provided above.

Contract Rates:

Travelling time charges or allowances will not be paid separately and where applicable must be included in

the rates above

CPI on the Contract Rates

Contract rates will be increased/decreased according to 6% CPI.

Parking:

A Parking access card will be applied for and issued in order to facilitate access through the entrance and exit

booms. This card is payable in cash at the start of each calendar month – at the Parking Office. This card shall

only be utilised for the purpose of performing duties under this SLA. Any abuse of the use of this card for

personal use shall be penalised at R5000.00 per occurrence.

Permits:

Please note that before working at the Chief Davis Stuurman International Airport all personnel (all members

of the contractor team, both from the main contracto and sub-contrcators) will be required to be in

possession of an ACSA permit.

The Contractor shall not be compensated for costs relating to ACSA required permits, nor for labour / time

spent in obtaining it. An allowance must be made in the schedule of rates for costs in this regard.

Proof of having attended the airside induction training course is required for all personal permit applications.

Fees are levied for these courses. Fees are further levied for all permit renewals and refresher courses - where

applicable.

The Contractor must ensure that he/she is, at all times, familiar with ACSA's safety and security requirements

relating to permits in order for no work to be delayed as a result thereof. This will include the permit application

process.

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

refused.

The latest New Permit prices are as follows (will only apply to the personal permits): Obtainable from Chief Davis Stuurman International Airport

Permit Office.

Security Charges								
	5,6%))						
	CHARGES EFFECTIVE 1 Apr2017							
TYPE OF PERMIT	CHARGE		VAT		ТОТ	AL AMOUNT		
PERSONAL								
AVOP	R	59,92	R	8,99	R	68,90		
	R	-	R	-				
AVOP 1 ST LOST	R	119,83	R	17,97	R	137,81		
AVOP 2 ^{ND LOST}	R	236,50	R	35,48	R	271,98		
	R	-	R	-				
CELL PHONE PERMITS	R	50,37	R	7,55	R	57,92		
	R	-	R	-				
PENALTY - CELL PHONE PERMITS	R	-	R	-				
1 ST LOST	R	119,83	R	17,97	R	137,81		
2 ND LOST	R	236,50	R	35,48	R	271,98		
LOST PERMIT 3RD TIME – NO ISSUE	R	-	R	-				
	R	-	R	-				
PHOTO PERMIT WITH CARD HOLDER	R	213,74	R	32,06	R	245,80		
AND LANYARD	R	-	R	-				
	R	-	R	-				
PHOTO PERMIT WITHOUT CARD HOLDER	R	199,72	R	29,96	R	229,68		
AND LANYARD	R	-	R	-				

PENALTY	R	-	R	-		
LOST PERMIT 1st	R	332,87	R	49,93	R	382,80
LOST PERMIT 2 nd	R	481,77	R	72,27	R	554,04
LOST PERMIT 3RD TIME - NO ISSUE	R	-	R	-		
	R	-	R	-		
DAMAGED CARD – REPRINT	R	119,83	R	17,97	R	137,81
UPGRADING CATEGORY	R	119,83	R	17,97	R	137,81
VEHICLE	R	-	R	-		
ADD ON CHARGE (new amount	R	-	R	-	R	-
effective 1 st July 2013						

Confidential

1 YEAR	R	-	R	-	R	-
--------	---	---	---	---	---	---

TEMPORARY VEHICLE						
1 – DAY	R	35,91	R	5,39	R	41,30
2 DAYS	R	67,44	R	10,12	R	77,56
3 DAYS	R	98,99	R	14,85	R	113,83
1 – 3 MONTHS (DONE ON APIS)	R	249,65	R	37,45	R	287,10
4 – 6 MONTHS (DONE ON APIS)	R	493,17	R	73,98	R	567,14
6 – 12 MONTHS (DONE ON APIS)	R	999,47	R	149,92	R	1 149,39
PENALTY	R	-	R	-		
LOST	R	1 851,78		277,77	R	2 129,55
	R	-	R	-		
TEMPORARY	R	-	R	-		
	R	-	R	-		
PERSONAL TEMPORARY	R	-	R	-		
1 DAY	R	29,78	R	4,47	R	34,25
2 - 5 DAYS (LAMINATION AND	R	41,48	R	6,22	R	47,70
CLIP)						
6 DAYS AND OVER (WITH	R	199,72	R	29,96	R	229,68
LAMINATION)						
	R	-	R	-		
OTHER	R	-	R	-		
LAMINATION	R	4,54	R	0,68	R	5,23
STRING	R	10,00	R	1,50	R	11,50
CARD HOLDER	R	10,00	R	1,50	R	11,50
CROCODILE CLIP	R	4,54	R	0,68	R	5,23
COURSE	AMOUNT		VA		TO	TAL
AVOP COURSE	R	312,06	R	46,81	R	358,87
AVOP REFRESHER (2 YRS)	R	218,44	R	32,77	R	251,21
AIRSIDE INDUCTION	R	312,06	R	46,81	R	358,87
AIRSIDE REFRESHER	R	218,44	R	32,77	R	251,21

Technical Standards and Manual:

The work wot be done are based on COLTO and the SABS standards. Quality of the work done on site will be based on these technical standards and manual.

C2.2: Pricing Data

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1 PF	REVENTATIVE MAINTENANCE				
	Weekly				
	Monthly				
	Quantank				
	Quarterly				
	Bi-Annually				
	Occupation Certificate Verification				
	Annually				
	Flammable Certificate Verification				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
2 PL	LUMBING				
	Specfication 2.1 Below on the Document.				
	Call out / Spares				
	Jetting of sewer lines as a response to blockage				
	Chemically treat sewer lines as a response to blockage				
	All Plumbing				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
3 GI	ENERAL BUILDING MAINTENANCE				
	ope of work to be done includes maintenance to wall ot limited to the following:	s, tiling, roo	ofs, ceiling	g, steelwork, and do	ors. This includes,
	Specfication 2.2 Below on the Document.				
	Replace and / or repair locks and Automatic sliding doors				
	Replace damaged tiles and vinyl floors				
	Repair and / or replace ceilings				
	Replacement of damaged carpets (like or similar)				
	Repair and / or replace of gutters and downpipes				
	Repair and / or replace skirting boards				
	Repair and / or replace architectural louvers and finishes, as applicable				
	Repair and / or replace Shade Ports and structure				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL		
4 PA	4 PAINTING						
	 Specification 2.3 Below on the Document Preparation and clean the surface to be painted 						
	Damp proofing of the area,if required						
	Sand down the old paint						
	Polyfill crack as required and surface preparations						
	• Prime						
	Apply a minimum of two coats of paint						

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL		
5 GI	5 GLAZING						
	Specfication 2.4 Below on the Document.						

ITEM	DESCRIPTION	UNI T	QTY	RATE	TOTAL	
6 WATERPROOFING						
	Specfication 2.5 Below on the Document.					

Confidential

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL	
7 PEST CONTROL						
	Specfication 2.6 Below on the Document.					
	Monthly inspection and perform infestation control					

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
SCHEE	DULE K: ALLOWANCE FOR AD HOC:				
*using	the Labour rates in the table below.				
1.	Site Foreman	Hr	50		
2.	Skilled Labourer	Hr	100		
3.	Unskiled Labourer	Hr	100		
4.					
5.					
6.					
7.					
8.					
				TOTAL:	

Labour:

Any work not included under Pricing Schedule above shall be deemed additional work or non-scheduled items and will be charged at the following rates:

Item	Description	Normal hours (Including Saturdays) (R/hour)	After hours (R/hour)	Sunday (R/hour)
1	Site Foreman			
2	Skileld Labourer			
3	Unskileld Labourer			

All rates to exclude VAT. Subject to mutual agreement between the *Employer* and the *Contractor*, the number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses. No labour shall be charged for travel or travelling. Labour time shall be calculated for the time spent on site only.

Mark up (third party procured items/services)

This is to allow the procurement of items that are not covered above.

Cost	Mark-up
R 0 – R 2 000	% 10
R2001 – R 10 000	% 7
R 10 001 – R 50 0000	% 5
Over R R50 0000	% 3

Cost shall be net cost (excluding VAT) of parts delivered to site with all discounts deducted. Original Tax Invoices from the service providers to be submitted with the Contractor's invoice.

PART C2: PRICING DATA TENDER REFERENCE NUMBER: ELS 22/2018

	BUILDING MAINTENANCE CONTRACT	PORT ELIZABETH INTERNATIONAL AIRPORT
	SUMMARY OF SCHEDULE OF QUANTITIES	
		TOTALS
Α	SCHEDULE A: PREVENTATIVE MAINTENANCE	
В	SCHEDULE B: PLUMBING	
С	SCHEDULE C: GENERAL BUILDING MAINTENANCE	
D	SCHEDULE D: PAINTING	
Е	SCHEDULE E: GLAZING	
F	SCHEDULE F: REPAIR AND REFURBISH FURNITURE AND EQUIPMENT	
G	SCHEDULE G: MAINTENANCE OF BUILDING SIGNAGE	
Н	SCHEDULE H: WATERPROOFING	
I	SCHEDULE I: MAINTENANCE OF INTERNAL FAUNA AND FLORA	
J	SCHEDULE J: PEST CONTROL	
K	SCHEDULE K: ALLOWANCE FOR AD HOC	
	SUB-TOTAL A to K	
	ALLOW 10% FOR CONTIGENCIES	
	TOTAL (Excl VAT)	
	ADD 15% VAT	
	*GRAND TOTAL – Incl VAT (CARRIED OVER TO OFFER PAGE)	

^{*}this amount to be carried over to Form of Offer and Acceptance

Part C3:	Scope of Work

C3.1 Description of Works

Part C3: Scope of Works

C3.1: Description of the Works

1 DESCRIPTION OF THE SERVICE

1.1 Employer's objective

The objective of this scope is to provide maintenance service data for Building Maintenance Works at Chief

Davis Stuurman International Airport

in a sustainable manner, while ensuring compliance to general safety and all relevant legislation.

To provide facilities which are clean and hygienic, attempt to meet with the minimum requirements of the

Occupational Health and Safety Act and those of airport users and stakeholders when using the airport. This

contract is also intended to assist ACSA to meet the expectations of Airport Service Quality (ASQ) standards

as per the Key Performance Indicator (KPI) set by the ACSA Board from time to time.

The scope of this contract will include:

Plumbing

General Building Maintenance (walls, tiling, roofs, ceiling, steelwork, and doors)

Painting

Glazing

Waterproofing

Pest control

Shade Ports

Roads Repairs

The maintenance activities should be conducted within the ambit of all regulatory and best practice frameworks

such as ICAO, OHSACT, SANS etc. The contractor shall be responsible for the maintenance and performance

of the plant to an extent that ACSA deems appropriate and economical.

The successful bidder will be appointed directly by the Airports Company South Africa SOC Limited. The

works to be done under this contract falls under both the landside and airside preceincts of the airport.

Landside refers to:

Areas of the airport before the security points, and

The restricted area beyond the security points but, within the perimeter of gatehouses, passenger

41

terminals and cargo buildings

Airside refers to:

The Apron / maneuvering areas

PART C3: SCOPE OF WORKS

TENDED

 Area within the airside boundary/perimeter fence, excluding the internal areas of the passenger terminals, perimeter gatehouses and cargo buildings

The works to be done will be under the following areas on the airport:

- Terminal building
- Fire and Rescue Building and Watch Room
- · Maintenance and Engineering Building
- Car Rental
- Security Building
- Parking Office
- Apron Office
- Security Guard House
- Pump House
- Aeropark Offices
- · Ground Handling Building
- Porters rooms
- Gym room
- Workshops
- Basement
- · Roads and parking
- Warehouses

1.2 Overview of the works

The service provider will be responsible for the servicing, maintenance, repairs, alterations, relocation and minor new installation to the Buildings and Plumbing Infrastructure. The work will be done under the following maintenance types:

- Planned Preventative Maintenance
- Corrective Maintenance
- Predictive maintenance or condition-based maintenance
- Proactive maintenance or engineer out maintenance
- Unplanned Maintenance-Breakdown Maintenance; and
- Minor/smaller approved Project related Maintenance work

Maintenance Types Defined:

• Preventative maintenance (FTM – Fixed Time Maintenance), defined as the type of maintenance where repairs or replacement actions are performed at predetermined, fixed, intervals to prevent failures from becoming reality. The important issue with FTM (Fixed Time Maintenance) is that the mean-time-between-failures (MTBF) be known in order to determine the most cost-effective frequency for maintenance or replacement. The frequency for action is best determined through accurate history keeping and failure recording. Random frequencies can lead to over-maintaining at high cost. For FTM to be technically feasible, the life must be known.

42

PART C3: SCOPE OF WORKS TENDER REFERENCE NUMBER: ELS 22/2018

Confidential

Corrective maintenance is defined as the activity following a preventative maintenance inspection, test or

condition assessment with the purpose of correcting a problem or restoring the condition before failure occurred.

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

based on the condition of the equipment. This is a typical inspection task, vibration analysis task or oil analysis

task to monitor condition.

Proactive maintenance or engineer out maintenance (EOM), defined as maintenance or task performed to prevent maintenance as well as 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.

Breakdown maintenance, defined as that maintenance which was unforeseen and is necessary to

restore the serviceability of the physical asset.

Project maintenance, defined as that maintenance which involves the development of new facilities or

changing of existing facilities.

The minimum preventative maintenance to be affected as per agreement with ACSA which details the tasks and the

frequency they are to be performed. The preventative maintenance is performed to prevent failures. The Contractor will be

held liable for the repair of any failure, if the Contractor failed to identify the failure condition on the maintenance report and

notify the contract supervisor for the necessary corrective maintenance authorization. Therefore, the Contractor should include any further preventative maintenance recommendations, which in his opinion are necessary for the specific and

other failure prevention.

Extent of the works:

The service provider will be fully responsible for meeting all requirements in this document regarding the Works. In addition,

all Works will be carried out to the standard and frequency as required by the Original Equipment Manufacturer (OEM) and

Maintenance and Engineering working procedures, as well as any applicable governing law and/or regulations.

Service and maintenance shall be carried out as per agreed work schedule & frequency and work instructions (e.g.

attending to technical helpdesk logged calls).

All new installation, replacement and repairs must be approved by ACSA prior to works being carried out

1.3 Employer's requirements for the service

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.

For each piece of equipment / scope of work, all work will be carried out to standards as required by the

Aviation regulation and safety standards as well as any applicable governing law and/or regulations. Where

standards differ from those required by this document the more stringent requirement shall apply.

The Contractor will be fully responsible for obtaining (and keeping up to date with) the said requirements.

The Contractor's main objective is to ensure that all equipment and infrastructure is effectively maintained and

operating within all the relevant safety and quality compliances to ensure reliability of services for airport

43

PART C3: SCOPE OF WORKS

TENDER REFERENCE NUMBER: ELS 22/2018

operations. It is essential that preventative maintenance is administered at the appropriate intervals to achieve this objective.

An example of a Scheduled Maintenance activities is detailed in Annex B of this document. This is not an exhaustive list and is intended to be used as a guide.

1.4 Interpretation and terminology

The following abbreviations are used in this Service Information:

Abbreviation	Meaning given to the abbreviation	
ACSA	Airports Company South Africa	
ANSI	American National Standards Institute	
BS	British Standards	
CMMS	Computerised Maintenance Management System (Oracle EAM software platform)	
ICAO	International Civil Aviation Organization	
IEC	International Electro Technical Commission	
ME	Maintenance Engineering Department	
OEM	Original Equipment Manufacturer	
O&M	Operation and Maintenance - of the said Equipment	
ORHVS	Operational Regulations for High Voltage Systems	
PM	Preventative & Predictive Maintenance Work Orders	
SANS	South African National Standards	
SOP	Standard Operating Procedure	
OHS Act	Occupational Health and Safety Act.	
WO	Work Orders (Corrective & Dispatched)	
FAPE	Chief Davis Stuurman International Airport	

2 SCOPE OF WORK SPECIFICATIONS

2.1 Plumbing

1 Portable drinking water System:

The cold water system shall include new installation, replacement, repairs and maintenance on the cold water reticulation system upstream of the municipal metering valve, which shall include but not be limited to all relevant valves and components relating to the cold water system and all cold water pipe and fittings and shall end at any of the relevant cold water terminal fittings.

2 Sanitary-ware and Sanitary fittings:

The sanitary-ware and sanitary fittings shall include new installation, replacement, repairs.

3 Below-ground drainage system:

The below-ground drainage system shall include new installation, replacement repairs and maintenance on the below-ground drainage systems which shall include but not limited to floor drains, septic tank and French drains installations.

4 Above –ground drainage system:

The above-ground drainage system shall include new installation, replacement, repairs and maintenance on the above-ground drainage systems which shall include but not limited to all internal and external waste water and soil drainage.

5 Sewer lines-jetting of sewer-line and camera inspection:

The cleaning or unblocking of sewer line (where plumbing rods are impractically) shall be done using the industrial jetting machines and where require the use of camera inspection will be requested from the service provider as per agreed work instruction/request.

6 Sewer Suction Services:

The service provider must be able to source the suction trucks for the removal of effluent sewer water due to plumbing or pump systems failure.

a. Disludging and removal of sewer scum: To disludge and removal of scum services as and when require including safe disposal of effluent water. The cost will be paid on proven sign job card and delivery note as per quantities per litre including all associated cost and mark-up (transport/labour/disposal cost and including a first aider who is trained in resuscitation and provision of safety harness and ropes required to enter the pit and the lighting, Tripod Fall Arrest-Access system and spades and all necessary PPE and etc.)

45

- b. Prior to entry to the confirm space/sewer pit; the service provider shall allow for the gas testing, equipment by the competent technician/person and who will pronounce on the safety thereof, and to certify in writing that the confined space is safe and will remain safe while any person is in the confined space, taking into account the nature and duration of the work to be performed therein.
- c. The work shall be completed in one (1) night and the work shall commence at 22h00 and be completed before 04h00 am. The service provider allow for enough transportation/trucks of sludge to ensure that the work is completed as per aforementioned timelines
- d. All areas metioned above on Page under Plumber its repairs Replace Parts on the below Areas.
- e. All Plumbing Repairs at Chief Dawid Stuurman Airport including Parts.

The works to be done will be under the following areas on the airport:

- 7 Terminal building
- 8 Fire and Rescue Building and Watch Room
- 9 Maintenance and Engineering Building
- 10 Car Rental
- 11 Security Building
- 12 Parking Office
- 13 Apron Office
- 14 Security Guard House
- 15 Pump House
- 16 Aeropark Offices
- 17 Ground Handling Building
- 18 Porters rooms
- 19 Gym room
- 20 Workshops
- 21 Basement
- 22 Roads and parking
- 23 Warehouses

a.

The bidder to provide proof of the following from his intended sub-contractor as part of the Returnables for this bid.

- a. Provide the Permit/Licence of the proposed Landfill site to be utilised.
- b. Entity/Company transporting the waste must be registered to transport hazardous/dangerous substances in terms of the National Road Traffic Regulations, Hazardous Substances Act and Municipality By-Laws.

c. The Municipality permit for transportation and handling of hazardous waste must be provided.

If the Landfill site to be used falls outside of the Municipality's jurisdiction, the bidder must

submit the permit of the relevant Municipality.

d. Proof that the driver and the assistant are trained in handling hazardous substances must be

provided. A certified copy of the certificate must be attached.

e. An emergency handling procedure to address any potential incidents such as spillages etc

must be provided.

The bidder, once appointed, must submit relevant documentation from his sub-contractor -

This includes waste manifests, safe disposal certificates etc.

2.2 General Building Maintenance

The scope of work to be done includes maintenance to walls, tiling, roofs, ceiling, steelwork, and doors. This includes, but

is not limited to the following:

Replace and / or repair locks and doors inclusive of Glass/Aluminium doors, Automatic sliding doors and wooded

doors

Replace damaged tiles and vinyl floors

Repair and / or replace ceilings

Replacement of damaged carpets (like or similar)

Repair and / or replace of gutters and downpipes

Repair and / or replace skirting boards

Repair and / or replace architectural louvers and finishes, as applicable

Tiling

Tilling shall include Laying of new tiles, replacement of damaged floor/ wall tiles, laying of new tile mats and replacing of

damaged tile mats. For new installations, tiles shall be laid from the centerline of each space outward to obtain border tile of equal width and larger dimension, or as ppropriate for the type of tiling. Method Statement to be submitted before

commencement of works.

Doors and Locksmith

Repairs to all wooden and aluminum manual doors, replacement of locks and opening of door to which keys have been

lost or broken. Repairs or replacement of damaged or lost door remote controls. Repairs and spares purchase and

replacement to all Automatic sling doors.

All call-out rates to include travelling costs (AA Rates) as well as the first hour on site

Commercial and Industrial Shop front

The scope of work to be done shall include, but is not limited to, the following:

PART C3: SCOPE OF WORKS

Doors leading to tenanted areas (excluding mechanically operated doors)

The work to be done include, but not limited to:

Maintaining the doors to ensure they are operational.

2.3 Painting

This contract shall allow for paining to be done, as and when required on various areas covered under this contract. This can include the repainting of the terminal building, and any other building, either external or

internal, and paining of downpipes.

When the painting has been identified, the Service Manager from ACSA will advise on the extent and on the

colour scheme of the paining to be done.

All painting to be done to a lifespan of 7 to 10 years, with warranties and quarantees of minimum 3 years on

workmanship and the quality of the paint. All paint products, specification (including colour trial) and quotations

to be approved by ACSA before commencement of work and before procuring the paint from the manufacturer.

The quality of the paint shall be SABS / SANS approved, and all other relevant legislation pertaining to quality

and the paint products.

In the execution of all painting, the contractor shall comply with all safety, health and environmental

requirements. This includes, but is not limited to, the contactor producing the MSDS of the paint to be used,

48

the disposal certificates of the empty paint containers, health and safety file.

The scope of work to be done shall include, but is not limited to, the following:

Preparation and clean the surface to be painted

Damp proofing of the area, if required

Sand down the old paint

Polyfill crack as required and surface preparations

Prime

Apply a minimum of two coats of paint

2.4 Glazing

The scope of work to be done under window glazing includes, but not limited to:

Glass replacement

Frame repairs and/or replacement

Tinting: repairs, new or replacement

Catches and Hinges: replacement and / or repairs

The replacement of the waterproof membrance on the aluminium windows

Glazing will include installation of new mirrors, repairs to damaged glass and mirrors.

2.5 Waterproofing

Water proofing includes Roof waterproofing (rubberized-bitumen), Roof repairs, Painting and coating of roofs and anticorrosive metal treatments. Maintenance and repairs of existing waterproofing system. Repairs to all damaged roof gutters and down pipes, ceiling and fascia boards installed.

2.6 Pest control

Where there is a contract in place, this scope of work will kick-in under this contract when the existing contract ends.

The scope of work to be done includes, but not limited to:

- Inspect bait station and traps, and maintain if required weekly
- Perform infestation control monthly
- Provide reports monthly

The areas to be treated include the following areas on the airport:

- Terminal building
- Fire and Rescue Building and Watch Room
- Maintenance and Engineering Building
- Car Rental
- Security Building
- Parking Office
- Apron Office
- Remote sub-stations
- Security Guard Hourse
- Pump House
- Generator Room
- AeroPark Offices
- Ground Handling Building
- Porters rooms
- Gym room
- Workshops
- Basement

The infestation control measures should treat the following insects and rodents:

- Cockroaches
- Ants
- Rodents
- Flies and Bees

- Crickets
- Grass hoppers
- Any other applicable, based on geographical areas (to be confirmed with ACSA Service Manager)

The following is a list of chemicals to be used. This list is not exhaustive and different chemicals may be recommended by the Contractor, for ACSA's approval.

- Finale Liquid used for killing rodents
- Rodex Liquid used for killing rodents
- Tomcat Blocks used for killing rodents
- Rodentothor Blocks
- Grain used for killing mice
- Crackdown SG
- Siezure used for killing insects
- Goliath Gel used for killing cockroaches
- Victor gel used for killing cockroaches
- Avispray used for flushing out cockroacs in difficult areas
- Nuvan Profis fumigation for cockroaches
- Alphathrin used for killing cockroaches

All chemicals used shall be compliant to all legislation.

Labels:

- Red Toxic
- Yellow Harmful
- Blue Caution
- Green Least Toxic
- Chemicals from the green and blue categories will be used at all times if possible

3 MANAGEMENT STRATEGY AND START UP.

3.1 The Contractor's plan for the service

Prior to the activation of this contract, the contractor must submit his plan (contractor's plan for the intended services) for approval by the employer, which should provide a matrix detailing the following:

All the various infrastructures referenced against the three-year time-axis to indicate when exactly each service activity (daily, weekly, monthly, 6 monthly, 12 monthly) will be performed.

The plan must also aim to schedule the activities with reference to the contractor's available manpower with the airport's operational hours as detailed below. The importance is ensuring balance between maintaining the infrastructure and the airport's operational requirements. All maintenance that require service interruption must be performed outside airport operating hours.

• The airport's operational hours are detailed as follows:

0	Monday to Thursday	05H00 to	21H30
0	Friday	05H00 to	20H30
0	Saturday	05H00 to	18H00
0	Sunday	06H00 to	20H30

The airport's operational hours are published in the AIP for FAPE and may change from time to time based on operational requirements.

The submitted Contractor's Plan will form part of Annex C (Contractor's Plan for Service) and shall be referenced against the OEM's maintenance recommendations.

Together with the submitted plan, the *Contractor* shall provide a Schedule of equipment and tools, which will be used on this contract. The list will form part of the tender return schedules. The equipment will be judged against the *Contractor*'s Plan for the service to understand whether the bidder has fully understood his obligations and whether he is able to do the work.

3.2 Management meetings

Contract performance meetings will be set up from time to time between the Contractor and the Employer's Service Manager. The scheduling of these meetings will be at the discretion of Chief Dawid Stuurman Internation Airport. on an as and when requirement basis. The meetings will be conducted formally where contract KPI's will be discussed. 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	Monthly on the last day	Chief Dawid	<i>Employer</i> and
progress and feedback,	Thursday of every month	Stuurman	Contractor and others
Risk register and	at 10H00	International Airport	as and when required
compensation events		– ACSA Offices	

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

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

3.3 Contractor's management, supervision and key people

The *Contractor* shall submit an organogram (as part of the Returnable Schedules) showing his people and their lines of authority / communication. This is specifically essential if the contractor is a Joint Venture. The submitted Contractor's Organogram will be attached as Annex E of this document.

In addition, the *Contractor* shall submit a Resource Proposal for approval which will indicate the intended personnel which will be allocated to perform duties under this contract. This Resource Proposal must be submitted as part of the Returnable Schedules. The submitted Contractor's Resource Proposal will be attached as Annex F of this document. This will, as a minimum, include all persons from the Contract Manager level to the Semi-skilled labourers. For the full duration of this contract, none of these persons will be replaced by a person of lesser ability or qualification. In the event of a person being replaced the *Contractor* must inform the *Service Manager* prior to the replacement and also submit an amended Resource Proposal accordingly.

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

Whilst the contractor (all staff and sub-contractors) is active within the contract's physical boundaries and time-frames, all their representatives will adhere to the following:

1. Wear a clearly marked reflector jacket or vest with a company name and type of services indicated e.g. electrical contractor).

2. Comply with all ACSA safety and Environment procedures.

3. Comply with all ACSA AVSEC and ARFF procedures

4. Behave in a professional and lawful conduct

5. Be courteous to all ACSA customers and stakeholders

3.4 Documentation control

All formal documentation under this contract must reflect a contract number on the top of the first page and

have the date and authorised signature at the bottom of the last page. It must also indicate its source, recipient

and subject/purpose of the documentation. Additionally, all contractual communication will be in a form of

properly compiled letters or forms attached to e-mails and not as a message in the e-mail itself. Together with

the e-mails the Contractor must submit the original copies of the e-mailed documentation to the Service

Manager at the scheduled contractual meetings for record keeping.

These contract deliverables will interact extensively with ACSA's CMMS system, which will produce scheduled

PM and WO (documentation) that must be completed within the agreed timeframes. The work 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.

Monthly progress reports indicating the major findings and recommendations should be submitted to ACSA by

no later than the 3rd day of the following month. Reference must be made of all completed PM's and WO's.

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached

to the monthly invoice. This will include monthly reports on:

1. system availability (averaged per week)

2. system performance testing

3. maintenance work (including % of scheduled maintenance work completed)

4. daily checks performed

5. maintenance plan for the next month

6. the latest spares inventory

7. Asset register up to date including equipment data

8. Outstanding maintenance issues

The contractor shall keep copies of all reports for at least five (5) years from the issue date. All reports shall

be in a format as agreed with the Service Manager from time to time.

3.5 Design and supply of Equipment

The Service Manager will from time to time inspect and audit all equipment used by the Contractor for execution

of the scope of work. The *Service Manager* thus be satisfying him/herself that the equipment is of good quality, sustainable and appropriate for the works. However, all maintenance, repairs and liability remains with the

53

Contractor as equipment belongs to him/her.

PART C3: SCOPE OF WORKS

4 THINGS PROVIDED AT THE END OF THE SERVICE PERIOD FOR THE EMPLOYER'S USE

4.1 Equipment

The Contractor shall hand-over any equipment and tools which was procured during the service period and

claimed for to be paid by the Employer.

4.2 Information and Other Things

During 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 ACSA

at the end of the Service period. These will include, but is not limited to, the following:

1. Reports

2. Memorandums

3. Drawings

4. Operating manuals

5. Service history books

6. Pictures

7. Movie Clips

8. Audio Clips

9. Spread sheets / Data bases

10. Meeting minutes

11. Communiqués

12. Files

13. Warranties

5 HEALTH AND SAFETY RISK MANAGEMENT

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

C1: AGREEMENT AND CONTRACT DATA

The Contractor shall be fully responsible for compliance to the Occupational Health and Safety Act for all its

employees on site, equipment and installations relating to this contract. The Contractor is expected to sign

the undertaking in this regard.

It shall be the Contractor's responsibility to ensure that all relevant labour, safety legislation and applicable

compliance are adhered to in this contract. Regulations as set out in the safety induction shall be obeyed at

all times.

The Contractor's employees on site shall obey all health and safety rules, procedures and practices. In

particular, NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas

shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety

Department.

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

The *Contractor*'s Workmen's Compensation fees must be up to date. A copy of the *Contractor*'s WCA registration shall be produced before commencement of this contract.

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

- All airside areas
- All areas accessible to the public
- All enclosed areas
- The terminal building

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

Safety equipment shall be used where applicable (e.g. safety, goggles, boots, 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.

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

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

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

The *Employer* 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 costs or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.

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

At no time must the *Contractor* interfere with, or put at risk, the functionality of any Sprinklers, fire prevention system, or any equipment provided for safety of people and equipment. Care must also be taken to prevent fire hazards.

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

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.

ENVIRONMENTAL CONSTRAINTS AND MANAGEMENT

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, equipment, aircrafts or any other person working at the Airport.

At no time shall the Contractor:

1. allow any pollutive or toxic substance to be released into the air or storm water systems

2. interfere with, or put at risk, the functionality of any system or service

3. cause a fire or safety hazard

East London Airport has an ISO 14000 accreditation. This will need to be maintained at all times by ensuring

that Environmental legislation are followed and adhered to.

The Contractor shall comply with the environmental criteria and constraints stated in section C1.3 of PART

C1: AGREEMENT AND CONTRACT DATA

QUALITY ASSURANCE REQUIREMENTS

Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed

performed on scheduled date and intervals.

The Contractor shall ensure that works are carried out as per the Airport Company South Africa procedures,

OHS Act, and applicable standards. Inspections prior and post work are to be carried out to ensure site

cleanliness and equipment serviceability. Adherence to safety and good housekeeping must be maintained at

all times. The facility handover process will be carried at the end of each service.

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.

Emphasis must be on improving equipment and facility availability conditions and on ensuring that rostered

maintenance work is indeed performed as and when scheduled/required

Apart from the compliance to the defined ACSA M&E procedures, a measure of ensuring quality of work will

56

be adherence to the following (where applicable):

1. The Occupational Health and Safety (Act 85 of 1993)

Environmental Conservation Act (Act 50 of 2003)

3. Civil Aviation Act (Act 13 of 2009)

4. International Civil Aviation Organization (ICAO)

5. Municipal bylaws and regulations

6. Standards and specification of ACSA

7. Standards and specifications of the supply authority

8. Applicable standards and codes of practices,

PROCUREMENT

The Contractor will respect OEM warrantees to ACSA at all times when procuring spare parts, products or 3rd

party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are

adhered to at all times.

Where Contractors use or quote on spare parts of a lower quality than recommended by the OEM, or parts not

recommended by the OEM, this shall be clearly indicated to the Service Manager on the quotation. This also

implies that the Contractor will have to build relationships with the various key OEM's.

The Contractor is obliged to deliver or provide all necessary material and equipment to execute the works (e.g.

measuring instruments and tools) and small items (e.g. lubricants and cleaning agents) as agreed under the

maintenance contract.

9 PEOPLE

9.1 Minimum requirements of people employed

The Contractor is to provide the service with their own staff or by qualified subcontractors when agreed to by

the Service Manager.

It is noted that the *Employer* do not list the formal qualifications and experience required under this contract. It

will always remain the Contractor's responsibility to ensure that staff are suitably qualified and experienced for

duties expected of them.

The Employer reserves the right to verify all qualifications and experience of personnel employed under this

contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified,

experienced or suited for this contract are removed from the site

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful

execution of the works.

The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum

requirement as agreed with the Service Manager from time to time. Current airport requirements are: safety

shoes and a uniquely numbered reflective jacket (for easy identification).

All individuals that will be required to have access onto the airport's airside need to undergo the following

training:

1. Airside Induction Training (AIT)

2. Airside Vehicle Operator Procedures (AVOP) (Category 2)

3. Airport SMS Induction (briefing)

PART C3: SCOPE OF WORKS TENDER REFERENCE NUMBER: ELS 22/2018

57

All individuals that will be required to have access into the airport's electrical restricted areas need to undergo

the following training:

1. ORHVS (Module 1-4 as a minimum)

2. First Aid Training

3. Fire Extinguisher Training

For all staff and senior personnel dedicated to this contract, the following must be submitted in detail:

Full Names of staff to be involved with this contract.

Proof of qualifications and work experience where applicable

• Staff must be in permanent employ of the company.

Competent in category of work that he or she is required to perform.

10 BBBEE AND PREFERENCING SCHEME

In order to qualify for B-BBEE recognition, ACSA will only accept B-BBEE certificates from SANAS accredited

verification agencies and IRBA approved auditors as proof of B-BBEE status.

11 SUBCONTRACTING

Preferred subcontractors

No part of this Contract may be subcontracted unless with written approval from the Service Manager. The

Service Manager shall be under no obligation to grant such approval. Should any part of this contract be

subcontracted the *Contractor* will be responsible for all Works (or failure to affect the Works) as if it was done so by the *Contractor*. Considerations for subcontracting will be entertained when specialist services need to

be obtained from a particular supplier or group of suppliers in order to comply with operational standards.

Specialist service providers that may be sub-contracted are defined below:

1. OEM

12 PLANT AND MATERIALS

12.1 Specifications

The Contractor shall use only tools and test equipment relevant to the operation, repair and maintenance of

the contracted equipment. All test equipment used shall be calibrated against relevant standards to ensure

accurate measurement results at all times. Proof of calibration certificates needs to be issued on request by

the Service Manager. All tools used shall be safe and in good working conditions. 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

58

Contractor's plant and equipment, when requested.

PART C3: SCOPE OF WORKS

Confidential

Only materials with acceptable quality must be used as part of the services. Where an industry norm

certification (SABS, expiry date, etc.) cannot be determined, then the Service Manager must be afforded the

opportunity to inspect and authorise the items prior to it being delivered onto ACSA premises.

13 CORRECTION OF DEFECTS

The Contractor shall report any defects (equipment & material) experienced whilst performing the services.

Any defective plant / equipment (unserviceable) or material (unacceptable quality) shall be removed

immediately from ACSA's premises. The Contractor shall ensure that replacement (backup / leased / new)

equipment and material is sourced immediately in order to comply to the contractual conditions of the services.

All defects and non-conformances must be corrected immediately. Constraints that can prevent this must be

communicated to the Service Manager (or his delegated person) as listed below:

1. Airport operations that will be interrupted with a direct effect of revenue income. Hence the work must

be scheduled for after operational hours.

2. Lack of spares or expertise. Hence the work will be scheduled to be completed after the procurement

of the required spares or specialist services.

Should the identified defect have a negative influence on the safety of persons or critical equipment - then the

Contractor must inform the Service Manager (or his delegated person) to activate ACSA's relevant internal

emergency procedures in an effort to mitigate the risk as fast as practicably possible.

Any breakdown impacting on operations shall be attended-to until restored to good reliable condition. This

implies that no breakdown may be left unattended or incomplete for the next day or shift.

The Employer will hold the Contractor liable for any costs incurred by any party as a result of negligence or

unreasonable poor performance by the Contractor including excessive time taken to effect repairs.

14 CONTRACTOR'S PROCUREMENT OF PLANT AND MATERIALS

All applicable warranties from suppliers to be made out in favour of the *Employer*, not to the *Contractor*. The

Contractor will provide (and regularly update) a schedule of the Contractor's vendor data to the Employer for

use outside of this contractual agreement.

The Contractor must provide original quotations (from the third party service providers / suppliers) for formal

approval by the Service Manager prior to the procurement of these third-party items.

Required spares and services that falls outside of the Price List, must be submitted in the form of a Scope

document to the ACSA's maintenance team - in order for it to be procured by way of the ACSA internal

59

procurement policies and procedures.

Tests and inspections before delivery

PART C3: SCOPE OF WORKS

TENDER REFERENCE NUMBER: ELS 22/2018

The Contractor is to provide proof of manufacturer certificate for spares procured during this contract.

The certificate should contain the factory tests conducted and relevant statutory approval (accreditation) for the spare part purchase.

15 WORKING ON THE AFFECTED PROPERTY

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

The Contractor shall be required to adhere to the Airport site entry requirements

16 PERMITS

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

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

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

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

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

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

16.1 People restrictions, hours of work, conduct and records

Only people with valid East London Airport permits are allowed to be performing duties on the Employer's

premises under the mandate of this contract.

The Contractor will be required to complete a register for all the duties performed on the Airport. The Contractor

shall be required to sign the Work Order issued for services rendered. This service may need to be conducted

outside of the Airport's operational hours or afterhours.

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

The Contractor must keep detailed records of all people (including subcontractors) working on the affected

property.

The Contractor's conduct must be at all times of a professional nature with effective courtesy and integrity.

16.2 Environmental controls, fauna & flora

All general environmental concerns and requirements is referred to the ACSA environmental policy defined in

Section C1.5 under PART C1: AGREEMENT AND CONTRACT DATA.

16.3 Cooperating with and obtaining acceptance of Others

The Contractor will generally work in close relation to the ACSA maintenance team. However, cognisance

should be made to respect the operations and be courteous to the other departments (ARFF, AVSEC,

Operations) on the airport.

The Contractor will liaise and accept notified (and adhoc) engagements with statutory authorities and

inspection / audit teams (agencies).

The Contractor need to understand that the Airport may have more than one activities happening at the Airport

and therefore shall be required to share the areas where they will be performing a service.

The Service Manager may instruct operational and works procedures to the Contractor as might be required

from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that

these procedures are strictly adhered to.

16.4 Records of Contractor's Equipment

The contractor is to keep record of equipment used on site. The record sheet should contain all the equipment

relevant information. The record will be checked by Aviation Security during both entry and exit to the Airside.

61

PART C3: SCOPE OF WORKS

At the start of the contract period, the contractor will submit a detailed list (make, model, serial number etc.) of

equipment and tools that will be taken and used on ACSA premises - for approval by the Service Manager.

This list must be approved regularly as and when amendments to it occur.

As part of the monthly report the contractor need to indicate in writing when extraordinary equipment (outside

of the original equipment list referred to above) will / have been brought onto (or removed from) ACSA

premises. A special permission will be required for this to be acknowledged by the Service Manager.

The special permission lists must at all times be made available to the AVSEC department (including their

contracted service provider) on request.

17 SITE SERVICES AND FACILITIES

17.1 Provided by the Employer

The Employer will provide the contractor with access to the maintenance complex as and when required.

The Contractor and his/her staff will utilise the ablution facilities in the maintenance complex. No ablution

facilities may be used in the terminal building.

The Employer may provide space for the Contractor to erect a site office and/or yard in the maintenance

complex, should they wish to do so.

17.2 Provided by the Contractor

The contractor will provide necessary tools, equipment, Protective Clothing and all consumables required to

conduct the service.

In the event of a site office/ yard, access control will be agreed between the Service Manager and the

Contractor accordingly. Also in this event, the Contractor must make provision for ablution facilities as part of

the site office establishment. Any site office / yard establishment requirements will be for the Contractor's own

cost. The site office / yard must be de-commissioned at the end of the service period and the surface must be

rehabilitated to its surrounding area accordingly.

17.3 Control of noise, dust, water and waste

The Contractor shall be required to keep the noise and dust at low levels and as well as conserve the scarce

resources such as energy & water. Waste shall be disposed at the registered waste sites according to the

62

Municipal By-Laws.

17.4 Connections to existing works

PART C3: SCOPE OF WORKS

TENDER REFERENCE NUMBER: ELS 22/2018

In the event that the *Contractor* wish to establish a site camp and/or yard, the required services (electrical; sewer; water) will be billed for on a monthly basis.

18 TESTS AND INSPECTIONS

18.1 Description of tests and inspections

The Contractor will complete regular inspections which will monitor the actual conditions of the *Affected Property*., based on the relevant design.

All the additional inspections will be developed by the Contractor and Approved by the Service Manager.

Part C3: Scope of Works

C3.2: Service Level Agreement

1 OPERATIONAL HOURS

Normal airport operational hours shall be **from _05h00__ to _21h30__** for every day of the year, but will be confirmed/amended by the Service Manager from time to time. The Contractor must allow for sufficient afterhours work for scheduled work not to interfere with airport operations.

2 MINIMUM STAFFING SCHEDULE

The Contractor must maintain the following **minimum** staff available when required and should price accordingly:

The Contractor must have additional resources available to attend to lengthy breakdowns or breakdowns of a specialised nature.

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

The Contractor shall schedule staff to complete the preventative maintenance schedule accordingly. The Tenderer must ensure that sufficient allowance for all these items is made for in his/her pricing in the Activity Schedule.

3 RESPONSE TIMES

Description	Benchmark	
Availability	Notwithstanding the closure time required for breakdowns requiring spare part(s) or a second level of response; > systems availability shall be kept at or above _97.5%overall per month.	
Response time	All breakdowns shall be responded to within: > _45 minutes during normal operating hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) during normal working hours. > _120 minutes after normal operating hours from the time the breakdown is logged with the Infrastructure Management and Control Centre (Help desk) after-hours	
Closure Duration	All breakdowns shall be resolved within:	

	>240_ minutes during normal operating hours from the time the
	breakdown is logged with the Infrastructure Management and
	Control Centre (Help desk)
	>8_ hours after operating hours from the time the breakdown is
	logged with the Infrastructure Management and Control Centre
	(Help desk)
% of planned maintenance	100% of all planned maintenance shall be completed per month
completed per month	
Total breakdowns requiring	> All breakdowns requiring a second level of response shall be
a second level of response	resolved within hours (subject to the lead time of required
(the intervention of a Field	spares) and shall be limited to a total of occurrences per month.
Engineer or higher	
expertise)	

4 HUMAN RESOURCES

The following minimum standards shall apply to resourcing:

- For all call-outs: Considering current airport access control infrastructure and security arrangements
 and considering the physical layout of the apron, the Contractor shall ensure a sufficient quantity and
 effective positioning of staff to meet or exceed the Service Level Agreement.
- 2. The rostered maintenance staff compliment shall be sufficient to perform all required preventative maintenance for each month.
- 3. During operational hours, the Contractor shall respond in accordance to the S.L.A to successfully attend to breakdowns.
- 4. During operational hours, the Contractor shall have at least one senior person who will respond to the call outs who:
 - a) Is suitably qualified and experienced to resolve breakdowns and system stoppages.
 - b) Is suitably qualified and experienced to work on any electrical control panel.
 - c) Is able to successfully interact with OEM personnel.
 - d) Is of a level of seniority to successfully direct and manage Contractor staff and possible subcontractors during system breakdowns and can successfully interact with airport operational staff and airport management.

5 STAFF QUALIFICATIONS

It will always remain the Contractor's responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Further all applicable legislative requirements must be adhered to in rostering staff. ACSA reserves the right to verify all personnel employed under this contract. Furthermore, ACSA reserves the right to order that personnel that are not adequately qualified or suited for this contract are removed from the site.

The Contractor must comply and respond to the following:

*Compliance to benchmarks will be calculated on a monthly average. The total operational hours for the respective week/month shall be used as a guide. The only exceptions will be stoppages due to mains electricity supply failures and/or where ACSA has refused system repairs and/or adequate access to the site.

All the responses to the above stoppages shall be dispatched from the ACSA Infrastructure Monitoring Centre (IMC). Once the Contractor has arrived on site he/she must notify the IMC of the problem found and the expected resolution time of the problem. Finally, once the problem has been resolved the contractor will advise the IMC of the resolution.

Defect free liability period

Defect free liability period - corrective or	The defect free period will be no less than 90 days.
breakdown maintenance	
Defect free liability period – project work	The defect free period will be no less than 12
	months.

6 PENALTY SCHEME

Parties agree to the following penalty scheme. The penalty scheme does not influence the calculation of the contract sum/value. The amounts listed in this addendum will not be subjected to any future contract escalation and exclude VAT. This addendum may not be terminated for convenience.

6.1 Penalties

ACSA must notify the contractor in writing of its intention to claim a penalty within 30 days of an event or ACSA will lose its right to claim the penalty. Should ACSA not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that ACSA shall not be entitled to claim penalties for similar future events. Under no circumstances shall a penalty be regarded as the only action ACSA may take against the Contractor or the only amount it may claim from the Contractor.

Penalties are limited to a maximum of R 10 000/month.

6.2 Penalty breakdown

Where a repair cannot be completed the same day	R 2 500.00
due to the unavailability of a spare part	

	(unless the unavailability of the spare part was
	agreed to by the Service Manager or his/her duly
	authorised representative)
Leaving a breakdown unattended or incomplete for	R 2 000.00
another day or shift.	(unless the delay in repair was agreed to by the
	Service Manager or his/her duly authorised
	representative or unless the required spares are
	not available to complete the work)
Not maintaining the required minimum on-site staff	R 1 000.00/position/day
requirements for planned maintenance.	
Safety infringement (for example: leaving moving	R 5 000.00 per incident
machinery exposed)	
Availability not meeting requirements	R 2 000.00 per month

7 CONTINUOUS IMPROVEMENT PROGRAM AND THE COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

It is hereby required that the Contractor ensures that a continuous improvement program is in place. For <u>example</u>, the criteria below may be used but not only limited to the items mentioned below.

- 1. An improvement in the availability of systems
- 2. An improvement on the minimization of spares holding (for example by increasing Mean Time to Failure of components)
- etc.

As mentioned above this list is not comprehensive and it is only used for illustrative purposes. Upon implementation of the contract the Employer and the Contractor shall agree targets for the continuous improvement program.

It is important to note that continuous improvement will only apply to those items that meet minimum benchmarks. Continuous improvement initiatives shall be reviewed every quarter or when deemed necessary by the Employer or the Contractor.

The Contractor shall take all reasonable actions to ensure that they facilitate successful implementation and execution of the CMMS. The Contractor shall before each anniversary date of the Contract investigate available CMMS data and report if savings can be achieved on the Contract for the next year. This may also include savings on the Contract monthly maintenance amount.

8 NON-CONFORMANCE REPORT

In the event of any irregularity concerning contractor performance the report attached in the following page will be completed by an ACSA representative and signed by the respective contractor's representative.

Contractor name						
Contract/Service description	n					
Contract number				Referen	nce document	
Number of non-conformance	ces alrea	dy is	ssued against	the contr	actor	
Contractor's Representativ	e: Ackno	wled	gement of und	erstanding	of above Non-	Con
Recipient/Reps Name	Signatu	re		Title		
Email address	Telepho	one		Cell		
contractor's Response:						
(A) Cause		(B) Immediate C	orrective A	Action (C) Ac
(D) Corrective Action Implem	nontation	Dota	<u>.</u>	(E) Provide	enting Beautron	00.1
(D) Corrective Action Impler	nentation	Date	.	(E) Pieve	enting Recurren	ce ii
Recipient/Reps Name	Signatu	re		Title		
ACSA Representative: Ev	aluation (of Pro	posed Correct	ive Action	Accepted	t
Comments						
	<u> </u>					
Name	Cianati	ro		Title		
	Signatu					
CONTACTOR Representati	ve: Cori	ectiv	e Action Impler	nented to	ACSA and cont	ract
Recipient/Reps Name			nature		Title	
ACSA Representative: Follow up and close out Accepted			d			
Comments						
Name	Signature		Title			
Location of Non-conformar	nce					
Description of Non-conform	nance:		•			

ACSA Representative's Department					
ACSA Representative Name	Signature	Date	Response date required		
ACSA Representative's Email Address	Telephone	Cell	Facsimile		

NON-CONFORMANCE REPORT (NCR) PROCESS

- 1 The *ACSA representative* notices any irregularity concerning contractor performance, quality, deviation from contract, etc. and fills out this form.
- The **ACSA representative** completes the first part of the form and issues it directly to the **Contractor's** representative.
- 3 The Contractor's representative signs acceptance and understanding of the NCR
- The **ACSA representative** gives a copy of this signed NCR to the Infrastructure Asset Management manager's office for filing and noting.
- The *Contractor's representative* informs his relevant internal management of the NCR and compiles a response indicating (A) Cause, (B) Corrective Action, (C) Action to Prevent Recurrence, (D) Corrective Action Implementation Date and (E) Action to Prevent Recurrence Implementation Date.
- The *Contractor's representative* submits the response e-mail / fax .to the *ACSA representative* for evaluation of the Proposed Corrective Action Response by completing the relevant sections before carrying out the Corrective Action.
- 7 The *ACSA representative* informs the *Contractor's representative* of the result of the evaluation, by responding via e-mail / fax.
- 8 Note: If the response is not adequate, the *Contractor's representative* must re-submit a solution.
- 9 Upon completion of the corrective action and verification thereof, the *Contractor's representative* then informs the *ACSA representative* by responding via e-mail / fax that the corrective action has been carried out and is ready for inspection.
- 10 The **ACSA representative's** relevant personnel, carries out a check on the Corrective Action, as well as the Action to Prevent Recurrence and if found to be conforming to requirements, closes out the NCR.

11 The **ACSA representative** returns the concluding results to the **Contractor's representative** via e-mail

/ fax.

12 If the original situation still exists, and the NCR cannot be closed out, the ACSA representative or

relevant personnel raises a new NCR, and the same procedure as above is repeated.

13 Contractors to note that inadequate response to these NCRs, repeated NCRs issues against the

contractor (3 repetitions is unacceptable in any one contract period) or non-acceptance of the

contractor's corrective action by ACSA may lead to cancellation of the contract.

14 These NCRs may also be used as an indicator of poor performance by a contractor and may affect the

adjudication of subsequent tenders to a contractor.

Note: All parties shall ensure that no delays are caused in the above chain of events.

The shaded areas are to be completed by the *Contractor's representative*

Maintenance record sheets

When maintenance is performed, record sheets must be completed and signed off by both the Technician and

an ACSA representative.

These record sheets must be stored for the duration of the contract and should be available for inspection at

any time. The lack of complete history files will result in immediate cancellation of the contract.

All record sheets, job cards, history reports etc. will stay the property of ACSA and should be available on

request. At the end of the contract period a complete set of documentation must be handed over to ACSA.

The contractor shall further provide copies of these record sheets to the ACSA contract manager by the fifth

day of every month. No money will be paid out if record sheets are not handed in.

Part C4: Site Information

C4.1	Site Information
C4.2	ACSA Special Requirements at an Operational Airport
C4.3	ACSA Environmental Policy
C4.4	Environmental Management System
C4.5	ACSA Services and Maintenance Contractors Terms to Commence Work
C4.6	Baseline HIRA: ACSA Generic Hazard Assessment

Part C4: Site Information C4.1: Site Information

1 DESCRIPTION OF THE SITE AND ITS SURROUNDINGS

1.1 General description



Figure 1: Locality map of the PEIA airside precinct

1.2 Existing buildings, structures, plant and machinery on the Site

1.3 Hidden Services

1.4 Subsoil information

There are no records of the surveys and geotechnical assessment reports which were conducted recently.

C4.2: Footprint of the Affected Property

The affected property is located on the Chief Dawid Stuurman International Airport and encompass the following Building Infrastructure to be maintained:

- a) .
- b) .
- c)

C4.2: Contractor's Schedule of Equipment and Tools

The Contractor shall have all Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at his/her premises. The principle that applies to Tools and Special Equipment is that downtime must be kept to an absolute minimum. Any exclusion to this list should be listed with the lead-time required to deliver same to site.

Number	Item description	Quantity	Serial Number
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

C4.2: Contractor's Organogram

C4.2: Contractor's Resource Proposal

The Contractor shall include a detailed resource proposal for on-site personnel at the bidding stage. This shall, as a minimum, include the quantity of staff (regarding level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. This must also include a proposed shift roster and deployment schedule.

76

C4.2: SLA Monthly Service Report

The contractor shall include the following minimum data on his/her periodic reports

- 1. urgent issues requiring employer's attention
- 2. system performance testing results
- 3. maintenance work (including % of scheduled maintenance work completed)
- 4. periodic checks performed
- 5. maintenance plan for the next interval
- 6. the latest spares inventory
- 7. up to date asset register including equipment data
- 8. outstanding maintenance issues

C4.2: Safety File Content Requirement

- 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
 - i) GSR 9 First Aider
 - k) 24 & EMR 9 Electrical Tool Inspector
 - I) 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

C4.2: ACSA Special Requirements at an Operational Airport

SPECIAL REQUIREMENTS AT AN OPERATIONAL AIRPORT

Work done on or near an active airport is subject to several special requirements and conditions to ensure the safe operation of the airport at all times.

The work under this contract is to be carried out under operational conditions. Various limitations and requirements are to be taken cognisance of during the preparation of the tender and the construction programme. These limitations will not entitle the contractor to claim for extension of time.

1. Airports Manager

The Airports Manager is at all times responsible for the effective and safe operation of the airport. The Airports Manager or his designated representative will represent the Employer at the airport and he has full authority to act on behalf of the Employer, as set out in the contract documents.

The Airport manager will issue the necessary application forms to those who apply to the airport management for an airside vehicle permit and/or an Airport Security Permit and will decide, on receipt of the completed forms, whether or not to issue permits.

The Airport Management may at any time withdraw or suspend an Airside vehicle Permit or any Airside Security Permit.

All negotiations between the Contractor and the airport management shall be through the Engineer.

2. Airport Security and Safety

All personnel of the Engineer or Contractor will have to undergo a Security and Safety Awareness Programme before the start of the contract.

The Engineer/Contractor shall ensure that airport security is at all times complied with by his own personnel, all subcontractors and their personnel as well as all suppliers.

Access to the security area for personnel, vehicles and construction plant can only be obtained with permission from the Employer. Permits may be required for personnel and vehicles frequently moving through the security check points and shall at all times be visibly displayed while a person or vehicle is within the security area. Identity Documents must be available and presented on request.

Permits are only valid for a specific area inside the security area and the responsibility rests with the Contractor to control the movement of personnel, plant and vehicles to ensure their compliance with this requirement. A Prime Cost Sum has been provided for the cost of any permits required.

The Contractor will be required to provide permits for each and every material delivery vehicle entering the site, and they are to be escorted by a permit and radio license holder. The Employer may withdraw any or all permits without prior notice in the case of misuse, in which case the Contractor will have no claim against the Employer.

The Contractor shall make specific arrangements with the Employer, through the Engineer, to ensure the expedient delivery of time-dependent materials such as asphalt. If required, the Contractor shall supply additional security personnel, approved by the Airport Manager to assist with security control. If, due to the extra volume of construction traffic that has to pass through security, additional entrance facilities have to be provided, it shall be done in consultation with the Airport Manager and Engineer. These facilities and personnel have to be provided by the Contractor.

80

3. Responsibilities of Consulting Engineers/Contractor

As a condition of approval of an application for an Airside Vehicle Permit, the Consulting Engineer/Contractor shall ensure that all vehicles and drivers are covered by the Contract Works, Public Liability and SASRIA Special Risks Insurance.

When a vehicle is no longer required for airside use, the Engineer/ Contractor must upon removing it from airside use, remove and return the Airside Vehicle Permit to the airport manager.

The Engineer/Contractor shall immediately report to the airport manager all notifiable accidents and shall ensure that arrangements are in place for the rapid removal and/or repair of its vehicles should they become immobilised on movement areas.

Plant, equipment and personnel of the Engineer/Contractor shall at all times operate and remain 50m clear of all active runways and taxiways (measured from nearest edge of facilities). In Cat 2 conditions the 50m increases to 100m.

4. Accident/Penalties

The Engineer/Contractor shall report to the Airport Manager any accident involving vehicle or plant under their control where the accident has involved injury or damage to another vehicle, aircraft or airport property; or where there is injury to driver(s) or passenger(s) in the vehicle. The prescribed accident report shall be used for this purpose.

Distinction will be made between the following types of accidents:

- (i) Accidents of minor nature not having effect on the operational efficiency of the involved vehicles, building or airport property.
- (ii) Accidents causing property damage affecting the operational efficiency of vehicles or infrastructure or causing injury to persons traveling in vehicles.

Accidents in the first category must be reported to the Airport Manager within 24 hours. Accidents in the second category must be reported to the Airport Manager immediately and the South African Police Services (SAPS) shall be called to the accident site to investigate and report on the causes of the accident. Where possible neither the driver, the passenger or vehicles should leave the accident site before the arrival of the SAPS.

The parties involved must ensure that adequate arrangements are made for the rapid removal or repair of the immobilised vehicles on **operational** areas.

All accidents/incidents, irrespective of the seriousness thereof, affecting aircraft or loading bridges, must be reported immediately to the AM.

The Airport Manager reserves the right to:

- Withdraw any airport security permit.
- Withdraw any airside vehicle permit, if it is considered necessary tow away vehicles when parked incorrectly.

5. Identification and Warning Lights

All construction vehicles and self-propelled plant used inside the security area shall be properly marked to promote easy identification. A register of all identification numbers for all vehicles shall be kept up to date by the Contractor and shall at all times be available for inspection by the Airport Manager or Engineer. Each vehicle or self propelled plant item, as required by the Engineer, shall be fitted with an approved amber rotating

warning light which shall be in continuous operation while the vehicle is moving in the security area. The Contractor will be responsible for all costs involved in this item.

6. Additional Security Measures

- No cameras or the taking of photos will be allowed within the security area without written approval from the Airport Manager. No fire-arms, explosives or any other weapons may be brought into the security
- Smoking and the making of fires are prohibited in certain areas of the airport. Open fires may only be made in designated areas after written permission has been obtained from the Airport Manager, who will also supervise such fires. No smoking is allowed in the apron areas.
- No accommodation of personnel will be allowed in the security area of the airport.
- No drawings, sketches, diagrams, information, etc. pertaining to the works, airport, accidents, etc. may be made, reproduced or registered, except when it is necessary for the execution of the contract. No information regarding accidents, airport activities, reports, etc. shall be given to anybody and no press release shall be made or interview may be given to anybody without the written permission from the Airport Manager.
- Any interference with airport personnel, equipment or aircraft will be considered as an infringement of this clause. The Contractor will be held responsible for any damage, direct or indirect, to any airport equipment, aircraft, etc. caused by his own personnel or those of his subcontractors or suppliers whether on duty or not. The Contractor shall make good all costs necessary to remedy the situation including re-calibration of equipment where necessary. The Contractor shall note that especially navigation equipment is extremely sensitive and may be disturbed by sitting or leaning on it.
- No aircraft may be touched or moved by any member of the construction team. In case of an aircraft accident, no assistance what so ever may be given by the Contractor unless specifically requested and all staff must stay away from any part of an accident scene for a distance of at least 300m.

If the Contractor is found lacking in any of the security measures or requirements, it will be sufficient cause for the termination of all construction activities until the matter has been rectified to the satisfaction of the Airport Manager.

No claim resulting from inadequate security and safety measures will be considered.

Compliance with Instructions 7.

If the Contractor does not promptly comply with all instructions of the Airport Manager and Engineer, the Employer has the right to amend the working schedule in aid of safety. The Engineer also retains the right to suspend all works until the Contractor, in the opinion of the Engineer, complies with the requirements.

Delays Caused by Airport Management

If delays, leading to an extension of time, are caused by aspects such as airport requirements, a reasonable claim for extension of time may be considered. However, if such delays coincide with delays caused by other circumstances, such as weather conditions, no claim for extension of time caused by requirements of airport management will be considered.

9. General Requirements for Execution of the Work

At the end of each work period, all plant, vehicles, material and obstructions must be removed to a demarcated safe area. The cost of removal of plant and materials and cleaning operations shall be deemed to be included in the relevant work items or in the general items. The Engineer reserves the right to ban any item of plant or

equipment which leaks excessive amounts of fuel or oil. In addition all significant spillages of fuels and oils will be cleared immediately to the satisfaction of the Engineer failing which the Engineer reserves the right to have this work carried out by a third party to the cost of the Contractor.

The Employer retains the right to clean any of the mentioned areas if the Contractor neglects to do so to his satisfaction. In such a case the costs incurred by the Employer will be recovered from the Contractor at a rate of R400,00 per hour or part thereof taken by the sweeping machine of the Employer to do the work. This cost will be deducted from any monies payable to the Contractor.

If night work has to be done only suitable power and lighting units, approved by the Engineer, complying with the requirements of the Occupational Health and Safety Act No. 85 of 1993, SABS 0142-1981 and ICAO Annex 14 regulations shall be used.

10. Times for the Execution of the Works

Most of the work on this contract must be executed minimizing disruptions to airport operations. If, due to airport requirements, certain aspects of the work have to be done during night time, the following will apply:

- The Contractor shall supply sufficient lighting facilities to enable him and his subcontractors to perform the work according to the requirements of the specification.
- At the end of the night's work all lights, power plants, etc. must be removed to a safe area indicated by the Engineer and the Airport Manager. Remuneration for the acquisition, transport, erection and maintenance of lighting and power plants shall be included in the items provided and shall be all-inclusive. Power plants that spill fuel or oil will not be allowed on the works.

11. Movement on the Airport, Barriers, Lights and Marks

It is the responsibility of the Contractor to properly control the movement of personnel, vehicles and plant connected to the contract. The Contractor shall erect, remove and maintain all temporary barriers, warning lights and marks as required by the Airport Manager.

These control and limitations to movement of the Contractor will not be paid for separately and sufficient provision for it shall be made in the tendered items. Delays and disruption of the contractor's programme or progress as a result of the above requirements will not constitute reason for a claim of whatever nature.

12. **Dust and Pollution Control**

The Contractor shall limit dust pollution to the minimum as required by the Airport Manager. During windy conditions, the Engineer may temporarily suspend all work where dust pollution creates unacceptable conditions until such time that conditions return to normal.

In the case of working areas alongside the taxiways it shall be a definite requirement that at all times, weekends included, exposed areas are kept damp and free from dust and loose material which may be sucked into the engines of passing aircraft. The taxiways adjacent to the works shall be swept as required but at least daily.

All costs involved in dust and pollution control shall be borne by the Contractor.

13. Storing of Vehicles, Plant and Materials

It is a requirement that, at the end of each work period, all vehicles and plant are returned to the designated camp area allocated to the Contractor. With the approval of the Project Manager / Engineer, certain equipment may remain on or near the work area if the area is properly demarcated.

83

If material is temporarily stored outside the designated campsite, stockpiles shall be limited to a height of 1, 0 m above natural ground level.

14. <u>Fires</u>

No open fires whatsoever will be allowed. All necessary precautions must be taken to prevent veld or other unauthorized fires.

In the case of fire, including veld fires, the Contractor must instruct his employees to assist the airport management in extinguishing the fire if requested to do so.

The Contractor shall indemnify the Employer against claims that may arise from fires due to negligence by the Contractor or his operations. If it is required by the Employer to extinguish any fires caused by the Contractor, the cost thereof will be for the Contractor.

In case of a fire caused by air traffic activities, the area involved shall immediately be evacuated by the Contractor to an area beyond a radius of 300 m from the fire.

15. Environmental

The Airports Company South Africa (ACSA) recognises the impacts airport expansion projects have on the environment during the planning, design and construction phase of new projects and embraces the obligations of corporate environmental responsibility to manage and minimise these impacts as far as possible.

Design consultants are encouraged to explore and implement (where possible) feasible opportunities for minimising environmental impacts in the form of stormwater, soil and groundwater pollution, resource and raw material utilisation, as well as energy and water conservation measures.

C4.3: ACSA Environmental Policy



AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED ENVIRONMENTAL MANAGEMENT SYSTEM POLICY

Airports Company South Africa SOC Limited, as a world-class airport operator acknowledges that airport activities and operations may have diverse impacts on the environment and therefore accepts our stewardship role of responsible care for the environment. Consequently, we are committed to implementing and maintaining an Environmental Management System.

Airports Company South Africa SOC Limited (the group) is committed to:

- Maintain an Environmental Management System based on the ISO 14001: 2004 specifications, and shall conduct regular audits of the Environmental Management System to ensure its adequacy and effectiveness
- Monitor and measure significant environmental aspects and impacts of airport activities and operations.
- Ensure employees, operators, tenants, concessionaires, contractors and supply chain that fall within
 the scope of the Environmental Management System are aware of the environmental aspects and
 impacts associated with their activities and operations and of the requirements of the Environmental
 Management System.
- Report its environmental performance indicators in the integrated annual report.
- Continual improvement of our environmental performance.
- · Prevent environmental pollution resulting from airport activities and operations
- Ensure storm water runoff leaving the airport remains unpolluted, and groundwater remains free from pollution resulting from airport operations.
- Actively seek opportunities to reduce overall aircraft noise footprint of airports.
- Monitor aircraft noise at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek out opportunities to reduce its carbon footprint, as well as that of the aviation industry.
- Monitor air quality at Cape Town, King Shaka and O R Tambo International Airports.
- Actively seek opportunities to reduce water consumption.
- Ensuring all waste generated is minimised, or otherwise reduced, re-used or recycled.
- Conserve biodiversity where feasible on its property.
- Collaborating with and engage surrounding communities to seek opportunities to minimise the
 environmental impact of airport operations on the environment.
- Comply with relevant environmental legislation, associated regulations and other applicable requirements.

The scope of the Environmental Management System extends to all Airports Company South Africa SOC Limited buildings, infrastructure and geographical areas within the group operates its aeronautical business. Where the group does not directly control the impacts at Corporate Office or Business Units, we shall work in partnership with operators, contractors, tenants, concessionaires and supply chain to improve performance. The group's managers and staff acknowledge that the implementation of this Environmental Policy is their responsibility and are committed to it. This policy shall be reviewed by management every three (3) years and made available to any interested parties on request.

85

Signed:

Date: 04th May 2015 Issue No: 8

B. A. Maseko

Chief Executive Officer: Airports Company South Africa SOC Limited

C4.4: Environmental Management System

1. Scope

This procedure is intended for all ACSA Service and Maintenance Contractors whose activities, products and services may produce a negative impact on the environment at ACSA Operated Airports.

2. Objective

To incorporate all service and maintenance contractors into ACSA's Environmental Management System (EMS), to align activities, products and services with the EMS and ACSA's Environmental Policy.

Definitions and Abbreviations 3.

Airports Company South Africa SOC Ltd

ACSA AEMR

ACSA Airport Environmental Management Representative

Aerodrome Rescue and Fire Fighting Services

Handling & Storage of Hazardous Chemical Substances

SHE

Safety, Health and Environment

Service & Maintenance Contractor

An ACSA appointed service or maintenance provider assigned to carry out repairs, upgrades, installations and on-going maintenance of airport infrastructure. Service contractors (e.g. cleansing, landscaping, pest removal, hygiene, sanitation) or maintenance contractors (e.g. electricians, plumbers, mechanics) may have long-term contracts or provide services on an ad-hoc basis.

4. **Procedure General**

- 4.1 All ACSA departments shall contact the airport's ACSA AEMR prior to appointing a service or maintenance contractor on the airport.
 - 4.1.1 All new or renewed service and maintenance contractors shall be screened for significant environmental aspects by the airport's ACSA AEMR. Refer ACSA EMS Department Determining Significant Environmental Aspects Procedure - T010 001M. Any new significant environmental aspects shall be documented in the aspects register, and control measures implemented accordingly.
- 4.2 The ACSA AEMR shall decide whether or not the contractor requires formal environmental induction training based on Point 4.1.1 above. If training is required, it shall be conducted by the relevant contractor's responsible person/supervisor prior to commencing work on the airport.
- 4.3 The ACSA Department responsible for appointing service or maintenance contractors shall append the ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048 permit to tender documents, contract documents, service level agreements or bill/schedule of quantities specifications. This will allow contractors to accommodate any unforeseen costs, to minimise environmental risk, or ensure compliance. Prior to commencement of works, contractors shall sign this permit, a copy of which shall be kept by both the responsible ACSA Department and the contractor.

86

- 4.4 The contractor's representative shall ensure the conditions set out in the <u>ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work EMS 048</u>, along with <u>ACSA's Environmental Management System Policy</u> are communicated to, comprehended and implemented by all contractor staff.
- 4.5 All ACSA Departments making use of contractors shall keep an up-to-date register of contractors on site. This register shall include the name of the contracting company, the site supervisor/manager and his/her contact number, the nature of works and work area, the date of commencement and expected completion of the work, and whether the <u>ACSA Service and Maintenance Contractors Environmental Terms and Conditions to Commence Work EMS 048</u> permit has been duly signed. In addition, contractor tender documents, contract documents, service level agreements or bill/schedule of quantities specifications shall be available for audit/inspection by the ACSA AEMR.
- 4.6 Contractor activities shall be audited at the discretion of the ACSA AEMR depending on the nature of risks and environmental aspect significance.

5. Roles and Responsibilities

Issues	Responsible Person	Alternate
Has overall responsibility for adherence to this Operational Procedure	ACSA General Manager or Airpo Manager	Relevant designated person shall assume responsibility
Has responsibility for adherence and implementation of this Operational Procedure	ACSA Safety Manager/ ACSA ARFFS Manager/ ACSA HOD: SHE/ ACSA AEMR	Relevant designated person shall assume responsibility

6. Verification

This procedure shall be verified in accordance with <u>ACSA Verification Policy</u>, <u>Procedure and Working Instruction - Z001 002M</u>.

7. Non Conformance

Any deviation from this procedure shall be identified and registered with corrective and preventative measures for continual improvement in accordance with the <u>ACSA Non Conformance Policy, Procedure</u> and Working Instruction - Z001 001M.

8. References

ACSA Non Conformance Policy, Procedure and Working Instruction - Z001 001M

ACSA Verification Policy, Procedure and Working Instruction - Z001 002M

ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M

ACSA Document Control Procedure - Z001 006M

ACSA Record Keeping Requirements Procedure - Z001 008M

ACSA Airfield Standard Operating Procedure Manual

9. Change Control

This procedure shall only be changed with the authorisation of the ACSA Group Executive: Airport Operations and in accordance with <u>ACSA Change Control Policy, Procedure and Working Instruction - Z001 003M.</u>

87

10. Records

Record Name	Storage Location	Record Number	Responsible Person	Retention Time
ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work	ACSA Safety Department	EMS 048	ACSA AEMR	Five (5) years
ACSA Service and Maintenance Contractors Procedure	ACSA Master Document Control Office	T050 009M	ACSA Senior Administrator: Policies and Procedures	Five (5) years

11. Endorsement (See ACSA Master File in Document Control Office, Corporate)

Activity	Name	Signature	Date
Approval	ACSA Group Specialist: Aviation Compliance and Policy Kenton Sim		28/03/2013
Authorisation	ACSA Group Executive: Aviation Services John Neville		28/03/2013
Quality Assurance: Policy and Procedure	ACSA Corporate Specialist: Aviation Services and Technical Policy Michelle Erasmus	no Francis	03/04/2013

C4.5: ACSA Service & Maintenance Contractors Environmental Terms and Conditions to Commence Work - EMS 048

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

ISSUE	REQUIREMENT
Environmental Policy	ACSA's Environmental Policy shall be communicated, comprehended and implemented by all ACSA appointed contractor staff (see attached Environmental Policy).
Stormwater, Soil and Groundwater Pollution	 No solid or liquid material may be permitted to contaminate or potentially contaminate stormwater, soil or groundwater resources. Any pollution that risks contamination of these resources must be cleaned-up immediately. Spills must be reported to ACSA immediately. Contractors shall supply their own suitable clean-up materials where required. Washing, maintenance and refuelling of equipment shall only be allowed in designated service areas on ACSA property. It is the contractor's responsibility to determine the location of these areas. No leaking equipment or vehicles shall be permitted on the airport.
Air Pollution	 Dust: Dust resulting from work activities that could cause a nuisance to employees or the public shall be kept to a minimum. Odours and emissions: All practical measures shall be taken to reduce unpleasant odours and emissions generated from work related activities. Fires: No open fires shall be permitted on site.
Noise Pollution	 All reasonable measures shall be taken to minimise noise generated on site as a result of work operations. The Contractor shall comply with the applicable regulations with regard to noise.
Waste Management	 Waste shall be separated as general or hazardous waste. General and hazardous waste shall be disposed of appropriately at a permitted landfill site should recycling or re-use of waste not be feasible. Under no circumstances shall solid or liquid waste be dumped, buried or burnt. Contractors shall maintain a tidy, litter free environment at all times in their work area. Contractors must keep on file: The name of the contracting waste company Waste disposal site used Monthly reports on quantities – separated into general, hazardous and recycled Maintained file of all Waste Manifest Documents and Certificates of Safe Disposal Copy of waste permit for disposal site This information must be available during audits and inspections.
Handling & Storage of Hazardous Chemical Substances (HCS)	 All HCS shall be clearly labelled, stored and handled in accordance to Materials Safety Data Sheets. Materials Safety Data Sheets shall be stored with all HCS. All spillages of HCS must be cleaned-up immediately and disposed of as hazardous waste. (HCS spillages must be reported to ACSA immediately). All contractors shall be adequately informed with regards to the handling and storage of hazardous substances. Contractors shall comply with all relevant national, regional and local legislation with regard to the transport, storage, use and disposal of hazardous substances.
Water and Energy Consumption	ACSA promotes the conservation of water and energy resources. The contractor shall identify and manage those work activities that may result in water and energy wastage.
Training & & Awareness	The conditions outlined in this permit shall be communicated to all contractors and their employees prior to commencing works at the airport.

Penalties

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

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

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

I,(company)	(name & surna	ame) of
agree to the above conditions and employees or sub-contractors fail to		's right to impose penalties should I or any of my onditions.
Signed:	on this date:	(dd/mm/yyyy)
at:		(airport name).

C4.6: Baseline HIRA: ACSA Generic Hazards Assessment

Baseline Risk Assessment				
Project Name:	MAINTENANCE AND REPAIR OF BUILDING ENGINEERING INFRASTRUCTURE			
Document Number: HIRA 1 Revision Number: 001				

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

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

		Catas- trophic	Hazardous	Major	Minor	Negligible
		Α	В	С	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/p roperty/persons	All vehicles operating on the Airside are to be fitted with a strobe light, appropriate signage in the form of a prefix, have the necessary vehicle permit in place, to be fitted with a fire extinguisher and are to be serviceable. Vehicles are to be checked by Airside Safety prior to be granted Airside access	4A

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

Noise	Health Risks	Noise induced hearing loss	Baseline and annual audiograms are to be conducted. Contractors are to implement a hearing conservation program and issue staff with hearing protection and provide the necessary training in this regard. Contractors to identify noisy operations in passenger areas and are to conduct noise generating operations at off peak times were possible or if unavoidable with ACSA's Project Leaders written permission.	3B
Jet blast	Potential injuries and property	Damage to vehicles/property /persons	Signage warning against jetblast is installed at high risk areas. Risks associated with jetblast 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 jetblast. 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 3meter of the perimeter fence.	3B
Crane operations	Height of crane	Flight path obstruction/collisi on with aircraft	30 meter height restriction procedure – refer to Airfield Operation Department for further information	2A
Weather	Adverse weather conditions	Damage to aircraft/vehicles/e quipment	Weather warnings are issued by the Airside Safety Department as and when required. All equipment on the Airside is to be secured	4A
Construction works	Foreign Object Debris (FOD)	Ingestion into aircraft engine	Airside induction is required for all staff working on the Airside, FOD bins are to be used for any FOD found lying on the ground. All waste to be secured to prevent it from becoming airborne (refer to Environmental Terms and Conditions)	4B

Construction works	Working at Height	Injury /fatality	Fall protection plan to be devised by the contractors in line with the Construction Regulations 2014. Rescue plans are to be included	3A
Construction works	Storage of hazardous chemicals substances	Contamination/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. 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/hydra ulics/chemicals/ human waste)	Contamination/P ollution/injury to persons/adverse health effects	ACSA's Environmental terms and conditions and applicable legislative controls are to be adhered to. ACSA Environment and Fire and Rescue to be notified where a spill occurs	4B
Construction works	Dust	Damage to aircraft//injury to persons/adverse health effects/	Dust suppression measures are to be implemented and PPE used where required	4A
Construction works/ Trenching	Damage to underground services. Interruption of critical services	Electrocution, loss of critical services, damage to property, major injuries, aircraft diversions	Consult as-built plans. Scan area before trenching. Trenching to be done under competent supervision.	4A

Confidential

Delivery of materials	Falling materials or stones or sand	Vehicle/pedestria n 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
Road crossing Central Boulevard	Not using the tunnel for crossing	Vehicle and pedestrian accidents	Contractor staff are to cross the Boulevard via the North or South tunnels	4B
Waste management	Environmental impact	Illegal dumping	Temporary laydown areas to be identified and no illegal dumping is permitted.	3C
Trolleys	Damaging trolleys through misuse	Injuries and property damage	Contractors to provide their own trolleys. ACSA's trolleys are for passenger use only	5D
Golf carts	Misuse of golf carts	Injuries and property damage	Contractor staff to be aware of golf cart movements on the Landside. Golf cart use for airport users only and not for contractor use for transporting materials. Golf cart 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

Confidential

Unattended bags	Security risk	Injuries/fatality to Airport users/stakeholde rs/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 on the Central Boulevard and Elevated Road are 40km/h, exiting the road networks is 50km/h, Tower Road is 50km/h and Freight Road is 50km/h. Speed humps are installed along Tower Road and Freight Road to reduce speeding	3C
Deliveries	Elevated Road	Disrupt traffic flow and passenger movements	No trucks allowed, deliveries to be done via North or South Delivery Yards, delivery notes are required and delivery times are to be specified.	2C
Overhead works	Falling items	Injuries, vehicles, property damage	Fall protection plan required as per the Construction Regulations 2014.	5C
General housekeeping	Damage to escalators	Injuries, property damages	Escalators are not be used to transport heavy items in the Parkade	4C