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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

TENDER REFERENCE NUMBER: ORTIA7069/2023/RFP

TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF GRASS CUTTING VEGETATION MANAGEMENT AND TREE FELLING SERVICES FOR REGION B FOR A PERIOD 5 YEARS AT OR TAMBO INTERNATIONAL AIRPORT (ORTIA).

**Note:**

1. REGION B: This will be defined as the *grass cutting , vegetation management and Tree felling* on all airside areas including the perimeter fence on the airside.
2. Upon Acceptance of the Offer by the Employer, this Tender Document becomes the Contract Document to which, all reference to the term "Bidder(s) / Tender(s)" then becomes synonymous with term "Contractor".



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

**Between AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED**

**Applicable at OR TAMBO INTERNATIONAL AIRPORT**

(Registration Number: 1993/004149/30)

**And .....**

(Registration Number.....)

**For THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION  
OF GRASS CUTTING ,VEGETATION MANAGEMENT AND TREE  
FELLING SERVICES FOR REGION B FOR A PERIOD 5 YEARS AT  
OR TAMBO INTERNATIONAL AIRPORT (ORTIA).**

<b>Contents:</b>	<b>No of pages</b>
Part C1 Agreements & Contract Data	[•]
Part C2 Pricing Data	[•]
Part C3 Employer's Service Information	[•]
Part C4 Site Information	[•]

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PART C1: AGREEMENTS AND CONTRACT DATA

<b>Contents:</b>	<b>No of pages</b>
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PART C2: PRICING DATA

Contents:	No of pages
C2 Pricing Data Option A	[•]

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PART C3: EMPLOYER'S SERVICE INFORMATION

Contents:	No of pages
C3 Employer's Service Information	[•]

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PART C4: SITE INFORMATION

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TENDER REFERENCE NUMBER: ORTIA XXXX/2022/RFP

**TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF GRASS CUTTING VEGETATION MANAGEMENT AND TREE FELLING SERVICES FOR REGION B FOR A PERIOD 5 YEARS AT OR TAMBO INTERNATIONAL AIRPORT (ORTIA).**

## **C1.2 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 CONTRACTOR FOR THE PROVISION OF GRASS CUTTING VEGETATION MANAGEMENT AND TREE FELLING SERVICES FOR REGION B FOR A PERIOD 5 YEARS AT OR TAMBO INTERNATIONAL AIRPORT (ORTIA).**

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

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

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

(In words) .....  
..... Rand.

R..... (in figures)

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

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

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Signature(s)

Name(s)

Capacity

For the  
tenderer:

Name &  
signature of  
witness

(Insert name and address of  
organisation)

Date



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**Acceptance**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the *conditions of contract* identified in the Contract Data or the Pricing 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	Service Information
Part C4	Site Information

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

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

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

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the  
Employer**

\_\_\_\_\_  
(Insert name and address of  
organisation)

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Name &  
signature of  
witness

Date

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**Schedule of Deviations**

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date

**C1.3 TSC3 Contract Data****Part one - Data provided by the Employer**

Clause	Statement	Data
1	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A: Priced contract with Pricing Schedule</b>
	and secondary Options	<b>W1: Dispute resolution procedure</b>
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (April 2013) <sup>1</sup>	
10.1	The <i>Employer</i> is (name):	<b>[Airport Company South Africa]</b>
	Address	<b>[OR TAMBO International Airport]</b>
	Tel No.	<b>[TBC]</b>
10.1	The <i>Service Manager</i> is (name):	<b>[TBC]</b>
	Address	<b>[OR Tambo International Airport]</b>
	Tel	<b>[TBC]</b>
	e-mail	<b>[TBC]</b>
11.2(2)	The Affected Property is	<b>[OR TAMBO International Airport]</b>
11.2(13)	The <i>service</i> is	<b>THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF GRASS CUTTING VEGETATION MANAGEMENT AND TREE FELLNG SERVICES FOR <u>REGION B</u> FOR A PERIOD 5 YEARS AT OR TAMBO INTERNATIONAL AIRPORT (ORTIA).</b>

<sup>1</sup> Available from Engineering Contract Strategies Tel 011 803 3008 Fax 011 803 3009 or see [www.ecs.co.za](http://www.ecs.co.za)

11.2(14)	The following matters will be included in the Risk Register	<b>[OHS Act 85 of 1993 and New Construction Regulation compliance.]</b>
11.2(15)	The Service Information is in	<b>Part C3: Employer's Service Information and all documents and drawings and other specifications to which it makes reference</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>[1] week</b>
2	<b>The Contractor's main responsibilities</b>	(If the optional statement for this section is not used, no additional data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>[4] weeks of the Contract Date</b>
3	<b>Time</b>	
30.1	The <i>starting date</i> is	<b>[TBA]</b>
30.2	The <i>service period</i> is	<b>[5 YEARS From the Starting Date] or when contracted funds are depleted, whichever comes first.</b>
4	<b>Testing and defects</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>
5	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>between the [15th] day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand</b>
51.2	The period within which payments are made is	<b>[4] weeks.</b>
51.4	The <i>interest rate</i> is	<b>(i) [The prime lending rate] percent above the publicly quoted prime rate of interest charged by [Nedbank] Bank for amounts due in Rands and Cents</b>
6	<b>Compensation events</b>	(If the optional statement for this section is not used, no additional data will be required for this section)
	These are additional compensation events:	<div>1 [•]</div> <div>2 [•]</div>
7	<b>Use of Equipment Plant and Materials</b>	<b>There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data</b>

8	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	1. [Refer to part C1.4]
83.1	The <i>Employer</i> provides these insurances from the Insurance Table	[Refer to Part C1.4]
83.1	The <i>Employer</i> provides these additional insurances	[Refer to Part C1.4]
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is	[Refer to Part C1.4]
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is:	[Refer to Part C1.4]
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is:	whatever the <i>Contractor</i> deems necessary in addition to that provided by the <i>Employer</i>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 amended 2020 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands)
9	<b>Termination</b>	There is no reference to Contract Data in this section of the core clauses and terms in italics used in this section are identified elsewhere in this Contract Data.
10	<b>Data for main Option clause</b>	
A	<b>Priced contract with Pricing Schedule</b>	Refer to Part C2
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	[2] weeks.
11	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	The person appointed jointly by the parties from the list of adjudicators contained below
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The current Chairman of Johannesburg Advocate's Bar Council
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators (Southern Africa) or its successor body

The place where arbitration is to be held is **[Johannesburg] South Africa**

The person or organisation who will choose an arbitrator

- If the Parties cannot agree a choice or
- If the arbitration procedure does not state who selects an arbitrator, is **The Chairman for the time being or his nominee of the Association of Arbitrators (Southern Africa) or its successor body**

<b>12</b>	<b>Data for secondary Option clauses</b>		
<b>X1</b>	<b>Price adjustment for inflation</b>	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 after negotiations between the parties to the contract. Sectoral Determination and/or Bargaining Council labor rates will take effect as soon as they are published or gazetted.	
X1.1	The <i>base date</i> for indices is	[Sectoral Determination and/or Bargaining council labour rates will take effect as soon as they are published or gazetted ].	
	The proportions used to calculate the Price Adjustment Factor are:	proportion	linked to index for
<b>X2</b>	<b>Changes in the law</b>	There is no reference to Contract Data in this Option and terms in italics are identified elsewhere in this Contract Data.	
<b>X17</b>	<b>Low service damages</b>	If the Contractor produces substandard work the Employer can -Insist the Contractor to corrects the Defects to provide the quality specified in the service information -Recover the cost of having it corrected by other people if the Contractor fails to correct the Defect within the specified time or - Accept the Defect and a quotation from the Contractor for reduced Prices in return for a change to the service information	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	<b>Nil – Neither Party is liable to the other for any consequential or indirect loss, including but not limited to loss of profit, loss of income or loss of revenue</b>	
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	[The total of the Prices]	
X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	[The total of the Prices]	
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	[The Contractor's total direct liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to the	



total of the Prices and applies in contract, tort or delict and otherwise to the extent allowed under the law of the contract.

The excluded matters are amounts payable by the Contractor as stated in this contract for:

Loss of or damage to the Employer's property,  
Defects liability,  
Insurance liability to the extent of the Contractor's risks  
death of or injury to a person.  
infringement of an intellectual property right]

**Z The additional conditions of contract are**

**AMENDMENTS TO THE CORE CLAUSES**

**Z1 Interpretation of the law**

**Z1.1 Add to core clause 12.3:** Any extension, concession, waiver, non-enforcement of any terms of the contract or relaxation of any action stated in this contract by the Parties, the *Service Manager*, the, 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: Delete core clause 20.1 and replace with the following:**

**Z2.1** 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.

**Z3. Other responsibilities: add the following at the end of core clause 27:**

**Z3.1** The *Contractor* shall have satisfied himself, prior to the *starting date*, as to the completeness, sufficiency and accuracy of all information and drawings provided to him as at the *starting date*.

**Z3.2** The *Contractor* shall be responsible for the correct setting out or carrying out of the *service* in accordance with the original points, lines and levels stated in the *Service Information* or notified by the *Service Manager*, any errors in the setting or carrying out of the *service* shall be rectified by the *Contractor* at the *Contractor's* own costs.

**Z4. Termination**

**Z4.1 Add the following to core clause 91.1, at the second main bullet, fourth sub-bullet point, after the words "assets or":** "business rescue proceedings are initiated, or steps are taken to initiate business rescue proceedings".

**Z5. Ambiguities and inconsistencies: Delete core clause 17 and replace with the following:**

**Z5.1** If there is any ambiguity or inconsistency in or between the documents which are part of this contract, the priority of the documents is in accordance with the following sequence:

- The additional conditions of contract under these Z clauses
- The conditions of contract and
- The other documents.

- Z5.2** The Service Manager or the Contractor notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The Service Manager gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction does not automatically result in any increase to the Pricing Schedule or any delay to the end of the service period.

**Payment: Add the following at the end of core clause 51:**

- Z6. 51.5** The Employer does not pay interest to the Contractor on a late payment resulting from the Contractor's failure to provide the Employer with a correctly rendered VAT invoice within the period stated in clause 51.1 above.
- 51.5** The Employer is entitled to deduct from or set off against any money due to the Contractor
- any sum due to the Employer from the Contractor or
  - any amount for which the Contractor is liable to pay to the Employer (whether liquidated or otherwise) arising under this contract.

#### AMENDMENTS TO THE SECONDARY OPTION CLAUSES

- Z7. Changes in Law: Add the following clause to secondary option X2 as X2.2:**

**Z7.1** A change in law is defined as:

**Z7.1.1** The adoption, enactment, promulgation, coming into effect, repeal, amendment, reinterpretation, change in application or other modification after the starting date of any law, excluding (i) the promulgation of any bill, unless such bill is enacted into the *law of the country*, and (ii) any such modification in law relating to any taxes, charges, imposts, duties, levies or deductions that are assessed in relation to a person's income;

**Z7.1.2** any permit being terminated, withdrawn, amended, modified or replaced, other than (i) in accordance with the terms upon which it was originally granted, (ii) as a result of the failure by the *Contractor* to comply with any condition set out therein, or (iii) as a result of any act or omission of the *Contractor*, any Subcontractor or any affiliate to the *Contractor*.

**Z7.1. Amend the first sentence of clause X13.1 to read as follows:** The *Contractor* gives the *Employer* an unconditional, on-demand performance bond, provided by a bank or insurer which the *Service Manager* has accepted in his or her discretion, for the amount stated in the Contract Data and in the form set out in Annexure C1.3.c. ii of this Contract Data.

**Z7.2. Add the following new clause as Option X13.2:** The *Contractor ensures* that the performance bond is valid and enforceable until the end of the *service period*. If the terms of the performance bond specify its expiry date and the end of the *service period* does not coincide with such expiry date, four weeks prior to the said expiry date, the *Contractor* extends the validity of the performance bond until the end of the *service period*. If the *Contractor* fails to so extend the validity of the performance bond, the *Employer* may claim the full amount of the performance bond and retain the proceeds as cash security

- Z8. Limitation of liability: Insert the following new clause as Option X18.6:**

**Z8.1** The *Employer's* liability to the *Contractor* for the *Contractor's* indirect or consequential loss or damage of any kind is limited to R0.00.

- Z8.2** Notwithstanding any other clause in this contract, any proceeds received from any insurances or any proceeds which would have been received from any insurances but for the conduct of the *Contractor* shall be excluded from the calculation of the limitations of liability listed in the contract.

#### **ADDITIONAL Z CLAUSES**

**Z9. Cession, delegation and assignment**

- Z9.1.** 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 final) of the *Contractor*.

- Z9.2.** The *Employer* may, on written notice to the *Contractor*, cede and delegate its rights and obligations under this contract to any person or entity.

**Z10. Joint and several liability**

- Z10.1.** 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 this Contract.

- Z10.2.** The *Contractor* shall, within 1 week of the starting date, notify the *Service Manager* and the *Employer* of the key person who has the authority to bind the *Contractor* on its behalf.

- Z10.3.** 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*.

**Z11. Ethics**

- Z11.1.** The *Contractor* undertakes:

- Z11.1.1.** 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;

- Z11.1.2.** 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.

- Z11.2.** The *Contractor's* breach of this clause constitutes grounds for terminating the *Contractor's* obligation to provide the service in accordance with the procedures stated P2, P3 or P4 in core clause 92.2 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.

- Z11.3.** 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, gratuities, 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.

**Z12. Confidentiality**

- Z12.1.** 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*, whose consent shall not be unreasonably withheld.

**Z12.2.** 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*.

**Z12.3.** This undertaking shall not apply to –

**Z12.3.1.** information disclosed to the employees of the *Contractor* for the purposes of the implementation of this contract. The *Contractor* undertakes to ensure that its employees are aware of the confidential nature of the information so disclosed and that they comply with the provisions of this clause;

**Z12.3.2.** 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;

**Z12.3.3.** 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);

**Z12.4.** The taking of images (whether photographs, video footage or otherwise) of the *services* or *Affected Property* or any portion thereof, in the course of providing the *services* or at the end of the service period requires the prior written consent of the *Service Manager*. All rights in and to all such images vests exclusively in the *Employer*.

**Z12.5.** The *Contractor* ensures that all his Subcontractors abide by the undertakings in this clause.

**Z13. *Employer's Step-in rights***

**Z13.1.** If the *Contractor* defaults by failing to comply with its obligations in terms of this contract and fails to remedy such default within [•] weeks of the notification of the default by the *Service Manager*, the *Employer*, without prejudice to its other rights, powers and remedies under the contract, or at law may remedy the default either, itself or procure a third party (including any subcontractor or supplier of the *Contractor*) to do so on its behalf. The reasonable costs of the *Employer* exercising its step-in rights in respect of any subcontractor or supplier of the *Contractor* shall be borne by the *Contractor*.

**Z13.2.** The *Contractor* co-operates with the *Employer* and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the *Contractor* under the contract or otherwise for and/or in connection with the *works*) and generally does all things required by the *Service Manager* to achieve this end.

**Z14. *Liens and Encumbrances***

**Z14.1.** The *Contractor* keeps the Equipment used to provide the *service* 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 ensures 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

**Z15. *Intellectual Property***

- Z15.1** Intellectual Property ("IP") rights means all rights in and to any patent, design, copyright, trade mark, trade name, trade secret, other intellectual or industrial property rights, technical information and concepts, know-how, specifications, data, formulae, computer programs, memoranda, scripts, reports, manuals, diagrams, drawings, prototypes, drafts and any rights to them created during the performance of the service and include applications for and rights to obtain or use any such intellectual property whether under South African or foreign law.
- Z15.2** IP rights remain vested in the originator and shall not be used for any reason whatsoever other than carrying out the *service*.
- Z15.3** The *Contractor* gives the *Employer* an irrevocable, transferrable, non-exclusive, royalty free licence to use and copy all IP related to the *service* for the purposes of constructing, repairing, demolishing operating and maintaining the *service* or *the Affected Property*.
- Z15.4** The written approval of the *Contractor* is to be obtained before the *Contractor's* IP made available to any third party which approval will not be unreasonably withheld or delayed. Prior to making any *Contractor's* IP available to any third party the *Employer* shall obtain a written confidentiality undertaking from any such third party on terms no less onerous than the terms the *Employer* would use to protect its IP.
- Z15.5** 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:
- Z15.5.1** the *Contractor's service*;
- Z15.5.2** the use of the *Contractor's* Equipment, or
- Z15.5.3** the proper use of the *Affected Property* on which the service is provided.
- Z15.6** 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.
- Z16. Dispute resolution: The following amendments are made to Option W1:**
- Z16.1 Under clause W1.3, in the fourth row of the first column of the adjudication table, the following words are added after the words "any other matter":** "excluding disputes relating to termination of the contract".
- Z16.2 The following clauses are added at the end of clause W1.3 as sub-clauses (12) and (13) respectively:**
- Z16.2.1** "The Adjudicator shall decide the dispute solely on the written submissions of the parties. No oral submissions shall be heard during adjudication."
- Z16.2.2** "Disputes relating to or arising from termination of the Contract shall not be determined by an adjudicator. Any such dispute shall be referred directly to the tribunal in accordance with the procedures set out in clause W1.4."
- Z17 Day:**
- Z17.1** Any reference to a day in terms of this contract shall be construed as a calendar day.
- Z18 Safety**

- Z18.1** The *Employer, Service Manager* or any of his nominated representatives may stop any unsafe *service*. The *Contractor* does not proceed with the relevant *service* until the safety violation is corrected. This instruction to stop or not to start the *service* is not a compensation event.
- Z18.2** As stipulated by section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (**OHS Act**) as amended the Contractor agrees to the following:
- Z18.2.1 As part of the contract the *Contractor* acknowledges that it is an Employer in its own right with duties as prescribed in the OHS Act, as amended and agrees to ensure that all work performed, or equipment and materials used, are in accordance with the provisions of the OHS Act.
- Z18.2.2 The *Contractor* furthermore agrees to comply with the requirements set forth by the *Service Manager* and agree to liaise with the *Employer* should the *Contractor*, for whatever reason, be unable to perform in terms of the clause Z18.
- Z18.3** The *Contractor* acknowledges that it is an *Employer* in its own right and is registered with duties as prescribed in the Compensation for Occupational Injuries & Diseases Act No. 130 of 1993.

**Part C1.3 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.

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 <i>working areas</i> are	See C3 'Service Information'
24.1	The <i>Contractor's Key people</i> are:	<b>CV's to be appended to Tender Schedule</b>

Confidential

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NO. \_\_\_\_\_

---

Name:

Job:

Responsibility:

Qualifications:

Experience:

---

Name:

Job:

Responsibility:

Qualifications:

Experience:

---

Name:

Job:

Responsibility:

Qualifications:

Experience:

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Name:

Job:

Responsibility:

Qualifications:

Experience:

- 
- |      |   |   |
|------|---|---|
| 11.2 | The following matters will be included in the Risk Register | <ul style="list-style-type: none"><li>• Existing Services</li><li>• Access to Site</li><li>• Delay in supply of material and/or equipment</li><li>• Progress of the works against the program</li><li>• Travelling public and ACSA stakeholders</li></ul> |
|------|---|---|
-

**Part C1: Agreements and Contract Data****C1.3: Occupational Health and Safety Agreement****OCCUPATIONAL HEALTH AND SAFETY MANDATORY AGREEMENT****AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH & SAFETY ACT (ACT 85 OF 1993), AS AMENDED & CONSTRUCTION REGULATION 5.1(k)****OBJECTIVES**

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

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

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

**The parties to this Agreement are:**

**Name of Organisation:**

**AIRPORTS COMPANY SOUTH AFRICA "ACSA"**

**Physical Address:**

**Airport Company South Africa  
OR TAMBO International Airport**

**Hereinafter referred to as "Client"**

**Name of organisation:**

**Physical Address**

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

**MANDATARY'S MAIN SCOPE OF WORK**

***TITLE OF PROJECT: THE APPOINTMENT OF A CONTRACTOR FOR THE PROVISION OF GRASS CUTTING VEGETATION MANAGEMENT AND TREE FELLING SERVICES FOR REGION B FOR A PERIOD 5 YEARS AT OR TAMBO INTERNATIONAL AIRPORT (ORTIA).***

**1. Definitions**

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

**GENERAL INFORMATION FORMING PART OF THIS AGREEMENT**

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

days prior to starting with any work.

## THE UNDERTAKING

The Mandatory undertakes to comply with:

### 2. REPORTING

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

### 3. WARRANTY OF COMPLIANCE

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

### 4. SHE Risk Management

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

### 5. MEDICAL EMERGENCY RESPONSE

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

### 6. APPOINTMENTS AND TRAINING

- 6.1 The Mandatory shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his / her responsibility. Copies of any appointments and certificates made by the Mandatory shall immediately be provided to the Client.
- 6.2 The Mandatory shall at the beginning of the project or activities where there are 5 people and more

people working appoint a full-time dedicated Health and Safety resource who will be dedicated to the project to ensure that Safety, Health and Environmental Requirements are met at all times. The allocated resource shall be based where the project is undertaken for the duration of the project or scope of work execution. The resource shall be trained and qualified on Occupational Health and Safety matters and the OHS Act provisions pertinent to the work that is to be carried out.

- 6.3 The Mandatary shall further ensure that all his / her employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out on the airports. Without derogating from the foregoing, the Mandatary shall, in particular, ensure that all his / her users or operators of any materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.
- 6.4 Notwithstanding the provisions of the above, the Mandatary shall ensure that he / she, his / her appointed responsible persons and his / her employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.
- 6.5 The Mandatary shall at all material times be responsible for all costs associated with the performance of its own obligations and compliance with the terms of this Agreement, unless otherwise expressly agreed by the Parties in writing.

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

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

## **8. COOPERATION**

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

## **9. WORK PROCEDURES**

- 9.1 The Mandatary shall, after having established the dangers associated with the work performed,

develop and implement mitigation measures to minimize or eliminate such dangers for the purpose of ensuring a healthy and safe working environment.

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

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

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

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

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

omissions on the Client's premises.

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

## 12. MEDICAL EXAMINATIONS

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

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

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

- Individual's history of general and previous occupational health
- Comprehensive physical examination for evaluation of systemic function
- Blood Pressure Measurement
- Weight, Height and Body Mass Index
- Urine screening
- Drug screening

12.4 Audio screening

- Lung Function Test
- Keystone eye test
- Work at Height Questionnaire
- Muscular skeletal questionnaire

## 13. INCIDENT REPORTING AND INVESTIGATION

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

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

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

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

## 14. SUB CONTRACTORS

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

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

## 15. SECURITY AND ACCESS

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

## 16. FIRE PRECAUTIONS AND FACILITIES

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

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

## 17. FACILITIES

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

## 18. HYGIENE AND CLEANLINESS

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

## 19. INTOXICATION AND SUBSTANCE ABUSE

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

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

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

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

## 20. PERSONAL PROTECTIVE EQUIPMENT



20.1 The Mandatary shall ensure that his / her responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatary shall further ensure that his / her responsible persons and employees wear the PPE issued to them at all times.

20.2 The Mandatary shall monitor compliance to PPE of his/her own employees at all times, The Client can at its discretion conduct random PPE compliance inspections and these can be recorded officially on the Client non-conformance reporting tool.

20.3 The Mandatary shall keep records PPE Control cards of each employee those shall be kept on SHE File.

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

21.1 The Mandatary shall ensure that all the plant, machinery, equipment and/or vehicles he / she may wish to utilize on the Client premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act 85 OF 1993 Amended bill 2020.

21.2 Where the Mandatary equipment's interface to the Client's equipment's, a joint risk assessment shall be conducted by the Mandatary and the Client OHS department in order for the risks to be mitigated prior to the use of such equipment's. It is the responsibility of the Mandatary to notify the Client OHS department of such equipment's and machinery.

21.3 In accordance with the provisions of Section 10(4) of the OHS Act of 1993 Amended bill 2020, the Mandatary hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the sites, or manufactures, sells or supplies to or for the Client, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

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

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

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

## **23. PERMIT MANAGEMENT**

23.1 The Mandatary shall ensure that work for which the issuing of permit to work is required shall not be performed prior to the obtaining of a duty completed approved permit by the Client or relevant Authority.

23.2 The Mandatary shall notify the Client of any work to be undertaken on site in order for the Permit to Work to be issued.

## **24. TRANSPORTATION**

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

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

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

## 25. CLARIFICATION

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

## 26. DURATION OF AGREEMENT

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

## 27. NON-COMPLIANCE WITH THE AGREEMENT

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

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

## 28. INDEMNITY

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

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

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

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

**29. FURTHER UNDERTAKING**

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

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

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NO. \_\_\_\_\_

#### ACCEPTANCE BY MANDATARY

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

I ..... a duly authorised 16.2 Appointee acting for and on behalf of

.....(company name) undertake to ensure that the requirements and the provision of the OHS Act 85 of 1993 and its regulations are complied with.

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

Expiry date .....

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

(Warrant his authority to sign)

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

Witnesses:

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

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

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

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

Witnesses:

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

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

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NO. \_\_\_\_\_

**OHS ACT Appointment by Contractor**

In terms of the Occupational Health and Safety Act 85 (1993) Section 37(2) I,

..... on behalf of .....

(Contractor) hereby accept full legal responsibility for the actions of all persons employed by  
..... (Contractor) to perform work in terms of this contract.

While such acceptance relieves the company of that responsibility, I undertake to respond to any information or direction from the company, aimed at improving or ensuring the safety and health of the persons mentioned above, or those affected by their actions.

I hereby acknowledge that I have read and understand the above rules and undertake to ensure all persons on this contract observe them.

Title ..... Name .....

Signature .....

Date .....

**Countersigned by company official**

Title ..... Name .....

Signature .....

Date .....

**Part C1: Agreements and Contract Data**  
**C1.4: ACSA Insurance Clauses**

**INSURANCE CLAUSES FOR OPEX CONTRACTS**

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

**Part 1:**

Notes to Schedule:

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

**Part 2:**

**ACSA Maintenance Contracts Insurance Clause.**

**Insurance Affected by the Employer.**

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

- a) **PUBLIC LIABILITY Insurance** – which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 100 million in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause. The policy will be subject to a Deductible of R25 000 for Property Damage claims only but R250 000 where Loss or Damage involves Aircraft.
  - (i) The Employer shall pay any premium due in connection with the insurance affected by the Employer.
  - (ii) The Contractor shall not include any premium charges for this insurance except to the extent that he may deem necessary in his own interests to effect supplementary insurance to the insurance effected by the Employer. The Employer reserves the right to call for full information regarding insurance costs included by the Contractor.

- (iii) Any further clarification of the scope of cover provided by the Policies arranged by the Employer should be obtained from the Employer
- (iv) In the event of any occurrence which is likely to or could give rise to a claim under the insurances arranged by the Employer the Contractor shall:
- A. in addition to any statutory requirement or other requirements contained in the Contract immediately notify the Employer's Insurance Broker or the Insurers by telephone or telefax giving the circumstances nature and an estimate of the loss or damage or liability
  - B. complete a Claims Advice Form available from the Insurance Brokers to whom the form must be returned without delay.
  - C. negotiate the settlement of claims with the Insurers through the Employer's Insurance Brokers and shall when required to do so obtain the Employer's approval of such settlement.

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

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

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

- (vi) Any amount which becomes payable to the Contractor or any of his Sub-Contractors as a result of a claim under the Contract Works Insurance shall if required by the Employer be paid net of the Deductible to the Employer who shall pay the Contractor from the proceeds of such payment upon rectification repair or reinstatement of the loss or damage but this provision shall not in any way affect the Contractor's obligations liabilities or responsibilities in terms of the Contract.

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

**Insurance Affected by the Contractor.**

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

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

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

**Sub-Contractors**

The Contractor shall:

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



**Part C1: Agreements and Contract Data**  
**C1.5: ACSA Terms and Conditions of Bid**

This Request for Proposal (RFP) is open to all Bidders such as South African Registered businesses and firms based abroad. All legal requirements for tax and customs must be observed and the cost is for the bidder.

ACSA reserves the right to award the contract on the basis of RFP submitted or to negotiate at the option of ACSA terms and conditions suitable to this RFP; and by submission of its RFP the proposer agrees to be legally bound thereby if its RFP is accepted by ACSA.

ACSA or its duly appointed representatives shall be the sole adjudicators of the RFPs received. The decision shall be final and **no discussion or correspondence regarding the reason for the acceptance or rejection of any RFP will be furnished except as required by law.**

ACSA shall not be liable for any expense incurred by any proposer in the preparation and submission of its RFP.

If the RFP has been awarded on the strength of information furnished by a proposer, which information proves to have been incorrect, in addition to any other legal remedy it may have, ACSA may at any time during the life of the contract:

- (a) Recover from the relevant proposer all costs, losses or damages incurred by it as a result of the award and/or
- (b) Cancel the award of the RFP and/or contract and claim any damages, which it may have suffered or will suffer as a result of having to make less favourable arrangements.

If a written contract has been concluded between the parties and ACSA exercises the right to cancel such contract, the proposer shall be liable to pay for losses sustained and/or additional costs or expenditure incurred by ACSA as a result of such cancellation and having to make alternative arrangements. ACSA shall furthermore have the right to recover such losses, damages or additional costs by means of set off against monies due or which may become due to the proposer in terms of the said contract. Otherwise, ACSA may process a claim in terms of a performance bond provided for due fulfilment of the contract by the proposer. Until such time as the amount of such losses, damages or additional costs have been determined, ACSA shall retain such monies for any loss or damage, which ACSA may suffer or has suffered.

If ACSA and the successful proposer fail to enter into and execute a formal written contract within thirty (30) days of the award as a result of the proposer's failure to comply with the representation made in his/her RFP, then the RFP may be deemed null and void. ACSA's aforesaid rights are without prejudice and in addition to any other rights that ACSA may have in order to claim damages.

ACSA reserves the right to amend the terms and conditions of this RFP at any time prior to finalisation of the contract between the parties and shall not be liable to any proposer or any other person for damages of whatsoever nature which they may have suffered as a result of such amendment. All RFP s are submitted at the entire risk of the proposer.

All agreements arising from RFP s submitted in terms hereof (including any negotiations that follow) shall not be binding on ACSA, its officers, employees or agents unless reduced to writing and signed by a duly authorised representative of ACSA in accordance with applicable laws and policy.

ACSA reserves the right to **postpone the closing date for submission** of RFP s or to withdraw the RFP at any time.

Works must be executed in the name of the business actually tendering to perform the supply, installation and maintenance, and if awarded the contract it must be signed by an authorised representative of the proposer. In the case of a joint venture or partnership, evidence of such authorisation from all members must be included. In the case of a joint venture RFP, officers authorised by both entities must sign the RFP form. The address and telephone numbers of the proposer must appear in B-BBEE Vendor form

The foreign exchange values for the imported content shall be indicated in the country of source and in US Dollar. The exchange rates used in calculating the SA Rand value must be clearly stated in the Schedule of rates, in the RFP.

The following is of utmost importance to ensure the smooth and efficient payment of invoices:

- Ensure that a proper procurement process was followed, and a PO number is obtained before any goods are delivered or services are rendered.
- The above PO number must be reflected on the invoice. ACSA will not pay any suppliers if they have delivered any goods or services without a PO number. Even if you have a signed contract with ACSA, you STILL need a PO number. Please ensure that you receive a PO number from ACSA which you then can quote on all your invoices that relate to that contract.
- An invoice will only be accepted at the Contact Centre if it has an ACSA Purchase Order (PO) number. Invoices without a PO number will be returned directly to the supplier and will not be forwarded to the SSC for processing.
- Please provide business with a delivery note or a copy tax invoice to assist them in processing the goods receipt as soon as the goods are delivered, or the service rendered.
- Please deliver or post the original invoices to the relevant Contact Centre, and to speed up the process you can email the invoice in PDF format to [invoices.acsa@airports.co.za](mailto:invoices.acsa@airports.co.za). The original invoice should not be handed to business.
- Ensure that you obtain a reference number for your invoice submission as you would require this number for any future correspondence and as proof of submission.
- Please contact the Contact Centre only for any queries as the SSC will not receive any further direct queries.
- Payment by means of electronic funds transfers.
- At present Airports Company South Africa affects all payments by means of the Electronic Funds Transfer (EFT). We do not issue any cheques anymore.
- Invoices will be paid on the last working day of the month following the invoice date e.g., if an invoice date is 15 April 2010, it will be paid on the 31 May 2010, unless ACSA has contractually in writing committed to different payment terms. Invoices must be submitted in time for payment.
- Should you have different payment terms negotiated in writing with Airports Company South Africa, please mail this signed contract to [suppliers@acsa.co.za](mailto:suppliers@acsa.co.za) in order to ensure that your payment is made on time.
- If you have been paid historically via cheque, you need to ensure that you submit your correct banking details to us to be loaded on our system. Please in this instance ensure that you do the following:
  - o Email a copy of a cancelled cheque to [suppliers@acsa.co.za](mailto:suppliers@acsa.co.za) as proof of your banking

details

- The RFP Submission shall be in English.

#### **Binding Arbitration Provision**

It is a condition of participation in this RFP process and the proposer and ACSA agree that should any dispute or difference arise between any proposer and ACSA:

- Concerning the purport or effect of the RFP documents or of anything required to be done or performed there under.
- Concerning any aspect of the RFP process to anything done or decided there under or
- Concerning the validity of the award of the RFP to any proposer or the failure to award same to any proposer, then such dispute or difference shall be finally resolved by arbitration.

Such arbitration shall be by a single arbitrator who shall be:

- Selected by agreement between the parties, or failing such agreement nominated on the application of any party by the Arbitration Foundation of Southern Africa (AFSA).
- The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him/her and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued.
- Upon every or any such reference, the costs of an incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed as between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the Courts to have such award made an order of court.
- Save as set out in this clause, the arbitration shall be conducted in accordance with the rule of the Arbitration Foundation of Southern Africa.
- The arbitration shall be held in Johannesburg in the English language.

#### **RFP Acceptance**

- ACSA reserves the right to reject: -
  - a. Incomplete RFPs
  - b. Late RFPs
  - c. Conditional RFPs.
  - d. Non-compliant RFPs with one or more of the procedural and administrative criteria.

- ACSA reserves the right to withdraw the RFP at any time without giving rise to any obligation to be responsible for any loss or financial damage which may be incurred or suffered by any Proposer.
- ACSA reserves the right to weigh criteria and is not obligated to offer this opportunity to the highest financial proposer nor any responsibility for expenses or loss, which may be incurred by any Proposer in preparation of his RFP.
- Proposers may include with their RFP s any descriptive matter, which, if referred to in the RFP, will form part of the RFP. In case of any discrepancy, however, the issued RFP and Contract Documents and information completed therein by the Proposer, will be considered as the valid and binding RFP.
  - ACSA reserves the right to award portions of the RFP to different proposers and is not obligated to accept the whole or only one RFP for purposes of the award of the contract or contracts.
  - Proposers may be asked to revise, clarify and/or provide additional information during the RFP evaluation process. These requests would require immediate action and responded to in writing within two (2) working days of the receipt of such request.

ACCEPT		ACCEPT WITH AMEUREMENT/S		DO NOT ACCEPT	
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BIDDING ENTITY

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REPRESENTATIVE NAME AND SURNAME:

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SIGNATURE:

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DATE:

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Confidential

AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED

CONTRACT NO. \_\_\_\_\_

**TSC3 Option A**

Document reference	Title	No of pages
C2.1	Pricing assumptions: Option A	2
C2.2	Pricing Schedule for Region B	

Confidential

## C2.1 Pricing Instructions : Option A

### The conditions of contract

#### How work is priced and assessed for payment

Clause 11 in NEC3 Term Service Contract, April 2013 (TSC3) core clauses and Option A states:

- |                                     |      |  |
|-------------------------------------|------|--|
| <b>Identified and defined terms</b> | 11   |  |
|                                     | 11.2 | <p>(12) The Pricing Schedule is the <i>Pricing Schedule</i> unless later changed in accordance with this contract.</p> <p>(17) The Price for Services Provided to Date is the total of</p> <ul style="list-style-type: none"> <li>• the Price for each lump sum item in the Pricing Schedule which the <i>Contractor</i> has completed and</li> <li>• where a quantity is stated for an item in the Pricing Schedule, an amount calculated by multiplying the quantity which the <i>Contractor</i> has completed by the rate.</li> </ul> <p>(19) The Prices are the amounts stated in the Price column of the Pricing Schedule. Where a quantity is stated for an item in the Pricing Schedule, the Price is calculated by multiplying the quantity by the rate.</p> |

This confirms that Option A is a priced contract where the Prices are derived from a list of items of service which can be priced as lump sums or as expected quantities of service multiplied by a rate or a mix of both. Where it is contemplated that the Pricing Schedule represents the type of work, quantity and cost thereof which may or not be selected by the Employer, it is important to ensure that service items listed do not create liability on a daily basis if that is not the intention. For example, if the service is maintenance of an installation on an ad hoc or call-off basis which may require the Contractor to be on standby but not permanently on the Affected Property, avoid listing service items which may be treated as preliminary and general (P&Gs) items, whether fixed or time-related such as contractual requirements, establishing on site, offices, storage, ablutions, water supplies, power supply, telecommunications. The Pricing Schedule should align with the intention of the contract and selection of Option X 19 should be considered. If the Contractor is required to price P&G items ensure that the tender, contract and Pricing Schedule provides clearly that daily charges are applicable only as necessitated by the specific activity and authorised by the Service Manager. Particular care should be taken when utilising SANS 1200 as a guide for tenderers or for preparing templates for Pricing Schedules in tenders. Avoid referring to the Pricing Schedule as the Activity Schedule.

#### Function of the Pricing Schedule

Clause 54.1 in Option A states: "Information in the Pricing Schedule is not Service Information". This confirms that instructions to do work or how it is to be done are not included in the Pricing Schedule but in the Service Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Service in accordance with the Service Information". Hence the *Contractor* does **not** Provide the Service in accordance with the Pricing Schedule. The Pricing Schedule is only a pricing document.

**Link to the Contractor's plan**

Clause 21.4 states "The *Contractor* provides information which shows how each item description on the Pricing Schedule relates to the operations on each plan which he submits for acceptance". Hence when compiling the *Pricing Schedule*, the tendering contractor needs to develop his first clause 21.2 plan in such a way that operations shown on it can be priced in the *Pricing Schedule* and result in a satisfactory cash flow in terms of clause 11.2(17).

**Preparing the Pricing Schedule**

It will be assumed that the tendering contractor has read Pages 14, 15 and 76 of the TSC3 Guidance Notes before preparing the *Pricing Schedule*. Items in the *Pricing Schedule* may have been inserted by the *Employer* and the tendering contractor should insert any additional items which he considers necessary. Whichever party provides the items in the *Pricing Schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Service as described at the time of entering into this contract.

1 As the *Contractor* has an obligation to correct Defects (core clause 42.1) and there is no compensation event for this unless the Defect was due to an *Employer's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Contractor* has decided not to identify a particular item in the *Pricing Schedule* at the time of tender the cost to the *Contractor* of doing the work must be included in, or spread across, the other Prices and rates in the *Pricing Schedule* in order to fulfil the obligation to complete the service for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *Pricing Schedule* if the amount, or quantity, of work within that lump sum item of service later turns out to be different to that which the *Contractor* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Contractor* in the *Pricing Schedule* are inclusive of everything necessary and incidental to Providing the Service in accordance with the Service Information, as it was at the time of tender, as well as correct any Defects not caused by an *Employer's* risk.

5 The *Contractor* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of an *Employer's* risk event listed in core clause 80.1.

**Format of the Pricing Schedule**

(From page 76 of the TSC3 Guidance Notes)

Entries in the first four columns in the *Pricing Schedule* in section C2.2 and are made either by the *Employer* or the tendering contractor.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering contractor enters the amount in the Price column only, the Unit, Expected Quantity and Rate columns being left blank.

If the *Contractor* is to be paid an amount for an item of work which is the rate for the work multiplied by the quantity completed, the tendering contractor enters the rate which is then multiplied by the Expected Quantity to produce the Price, which is also entered.

If the *Contractor* is to be paid a Price for an item proportional to the length of time for which a service is provided, a unit of time is stated in the Unit column and the expected length of time (as a quantity of the stated units of time) is stated in the Expected Quantity column.



C2.2 Pricing Schedule for Region B

## 1 Pricing schedule for grass cutting vegetation management for Region B

This section must be read in thoroughly in conjunction with the **description of works, scope of works and maintenance activities table**.

The units of measurement described in the Pricing Schedule are metric units. Abbreviations used in the Pricing Schedule are as follows:

• %	=	percent
• ha	=	hectare
• No.	=	number
• Prov sum	=	Provisional sum
• sum	=	lump sum

For the purpose of the Pricing Schedule, the following words shall have the meanings assigned to them:

**Quantity:** The number of units of work for each item.

**Rate:** The payment per unit of work for which the Service Provider tenders to do the work.

**Amount:** The product of the quantity and the rate tendered for an item.

**Lump Sum:** An amount tendered for an item, the extent of which is described in the pricing schedule, the scope of work or elsewhere, but of which the quantity of work is not measured in units.

### Pricing Schedule section 1: General requirements and provisions

**Pricing schedule section 1.1: Submission and approval of Health and Safety file and compliance to health and safety requirements as per the OHS act 85 of 1993 , including the construction regulations, of 2014.**

The Safety file should be in compliance with the occupational health and safety act (OHS 85 of 1993 and the construction regulations,2014) or latest and should be relevant to the works to be undertaken and. Only once there is approval by the client's safety representatives (ACSA safety department) can works commence.

**Note:** Safety officers (X2) for the appointed contractor **will be required at all times (day and night works)** during maintenance works described in the scope of works for Region B

**Commented [ES1]:** Make sure we align with BOQ numbering

**Commented [SC2R1]:** Done

**Pricing schedule Section 2 : Provision for direct costs incurred for obtaining all personal and vehicle permits:**

**Pricing schedule section 2.1 : Permit pricing**

Personnel, vehicles, and heavy grass cutting machinery operating on the airside **must** have obtained permits for the duration of the works. **Only permits for vehicles and machinery operating for grass cutting and vegetation management will be considered in the price.**

**Note:**

1. **Only** Vehicles and machinery operating for maintenance works must considered for permit pricing. Strictly no private of personal vehicle included in permit pricing.
2. Cost of permits for normal labourers includes **AIT** (Airside induction training).
3. Cost of permits for vehicle and machinery operators (specialized labour) in areas without escort on airside (areas not on the taxiways ,runways taxi lanes) includes **AVOP** (Airside vehicle operating permit) training and **AIT** (Airside induction training)
4. Cost of permits for vehicle and machinery operators with the provision of accessing areas on airside (areas on the taxiways ,runways taxi lanes) that need escort services **without an escort** includes **AVOP** (Airside vehicle operating permit) training, **AIT** (Airside induction training) **PARTAC** (Practical Airport Radiotelephony and Airside Competency Course) training including a one-day permit for vehicle inspections.

Estimated costs are tabulated below (Including cost for one day permit for vehicle inspection)

Component	Estimated cost excl Vat Per person
Practical Airport Radiotelephony and Airside Competency Course (PARTAC)	R 3018.00
One day permit	R 600
AIT	R 600
Personal Permanent Permit	R 4000
AVOP Training	R 1050

**Pricing schedule section 3: Works execution****Pricing schedule section 3.1 and 3.2: Grass cutting rates requirements (even and uneven areas)**

Tendered rates must be per hectare of grass cutting and vegetation management works. This will involve cutting of any type of grass, vegetation and shrub cutting and removal, if necessary, upon instruction of service manager. Rates must be inclusive of the following:

- Labour
- Equipment and machinery to be used in performing the scope of works.
- Establishment on site
- Lighting for night works
- Day, night, weekend, and public holiday works (contractor is expected to be available at all times, the works are not confined to the daytime on working days).
- Builders break
- Due to the unprecedented events such as the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site, should these become applicable at any point in the contract.
- Regarding the total area given in the pricing schedule, the service provider must pay special attention that the rates provided in the pricing schedule must cater for all types of grass, vegetation, shrubs, trees and weeds to be cut during the maintenance. The measure of the extent of completed work is as per the hectare of grass and vegetation cut in line with height specifications provided in the **maintenance activities table** regardless of grass and vegetation type
- PPE at standards acceptable by ACSA PPE at standards acceptable by ACSA such as safety boots, googles, safety harness earmuffs, gloves reflector vests and jackets (**with the company logo**) for all staff working in airside and landside areas.
- The rates must also include raking, bailing and disposal to an approved disposal site
- All rates incorporated within the schedule of quantities must be all inclusive and no further compensation outside of the tendered rates will be provided for the works executed. The tenderer is thus considered to have a full understanding of the full scope of works when submitting their tendered rates.
- The frequency shall be as per the maintenance activities table for region B (**table2**)below.

**Note:**

1. **Day works** is defined as any works (grass cutting and vegetation management on a variety of areas defined in the activity schedule, shrub cutting, weed killing, grass cutting and vegetation management around the perimeter fence) completed from **7 am to 5pm** from Monday to Friday
2. **Night works** is defined as any works (grass cutting and vegetation management on a variety of areas defined in the activity schedule, tree felling, shrub cutting, weed killing and grass cutting and vegetation management around the perimeter fence) completed from **7pm to 5am**.
3. **Public holidays** works are defined as works (day and night works) done on **nationally** recognized days when most businesses and other institutions are closed.
4. **Weekend works** is defined as day and night works defined above covered on **Saturday and Sunday**
5. Builder's break: the applicable dates are between **15 December to 15 January** of any year during the duration of the contract

Commented [ES3]: Remove the \*

Commented [SC4R3]: Done

**Pricing schedule section 3.3: Grass cutting and vegetation management around the Perimeter fence rates**

Perimeter fence works will be measured per hectare. This will involve cutting of any type of grass, shrub, or vegetation at a clearance of three meters (3m) on **airside**, specification of works is outlined in the **maintenance activities table for region B (table 2)**.

Rates to be all inclusive of the following items:

- Machinery, raking cleaning up, and transportation of debris from works to and approved disposal site
- Labour
- Equipment required to perform the scope of works
- Day, night, weekend, and public holiday works. **(Description given above)**
- Establishment on site
- PPE at standards acceptable by ACSA PPE at standards acceptable by ACSA such as safety boots, googles ,safety harness earmuffs, gloves reflector vests and jackets **(with the company logo)** for all staff working in airside and landside areas.
- Due to the unprecedented events such as the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site, should these become applicable at any point in the contract.

**Pricing schedule section 3.4: Weed killing**

The applicable unit of measurement shall be per hectare. Rates should be all inclusive and must cover:

- Machinery, raking bailing, and transportation of debris from works to and approved disposal site
- Labour
- Equipment required to perform the scope of works as outlined in section of the Pricing schedule
- Day, night, weekend, and public holiday works. **(Description given above)**
- Establishment on site
- Due to the unprecedented events such as the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site, should these become applicable at any point in the contract.
- PPE at standards acceptable by ACSA such as safety boots, googles ,safety harness earmuffs, gloves reflector vests and jackets **(with the company logo)** for all staff working in airside and landside areas.
- Chemicals and herbicides (nontoxic)

The frequency of weed killing shall be as and when required based on operational conditions. The works will be executed following an instruction via a **work order /work request** given by Service manager.

**Pricing schedule section 3.5 : Transponder Rental**

Transponders are needed for communication with the ATC (Air traffic controllers) and rental of equipment\_(-vehicle squitter's). The cost is approximately **R 90 000** once off payment per year. For a period of five years, it will be approximated to be **R 450 000**

**Pricing schedule section 3.6: Tree felling**

The most common trees on both landside and airside are blue gum trees. Contractor should consider the following when giving the rate:

- Tree height and width
- Extent of works due to tree dimensions, machinery, raking and transportation of debris from works to an approved disposal site
- Equipment required to perform the scope of works as described in the pricing schedule.
- Day, night, weekend, and public holiday works. **(Descriptions given in the note above)**
- Establishment on site
- PPE at standards acceptable by ACSA such as safety shoes, googles ,safety harness, earmuffs, gloves reflector vests and jackets **(with the company logo)** for all staff working in airside and landside areas.
- Due to the unprecedented events such as the COVID19 pandemic, rates should also be inclusive of special PPE required such as supplying face masks, alcohol-based sanitizers, and disposable gloves always when on site, should these become applicable at any point in the contract.

The frequency of tree felling shall be as and when required based on operational conditions. The works will be executed following an instruction via a work order /work request given by Service manager

## C2.2: Pricing Schedule Region B

ACTIVITY NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	<b><u>GENERAL REQUIREMENTS AND PROVISIONS</u></b>  Compliance with OHS (Act 85 of 1993 ) Regulations  (Including the Construction regulations act 2014)				
	1.1 Submission and approval of Health and Safety file and compliance to health and safety requirements as per the OHS act of 2014	Lump Sum	1		30000
2	<b><u>Provision for direct costs incurred for obtaining all personal and vehicle permits:</u></b>				
	2.1 Permit Pricing	Prov-Sum	1	50000	50000
	<b><u>b)</u></b> Handling costs to item 2.1	%	50 000,00	10%	5000
3	<b>Works execution</b>				
	3.1 Grass cutting and vegetation management	Ha	2500		
	3.2 Grass cutting and vegetation management on uneven areas	Ha	1500		
	3.3 Grass cutting and vegetation management around the Perimeter fence	Ha	350		
	3.4 Weed Killing	Ha	20,5		
	3.5 Transponder Rental	Prov-sum	1		750000
	<b><u>b)</u></b> Handling costs to item 3.5	%	750000	%	
	3.6 Tree felling	No	2500		
	3.7 Shrubs and trimming	No	500		
<b>SUB TOTAL</b>					

Item	Description	Annual Total Excluding VAT
1	Year 0 - 1	R
2	Year 1 – 2 (Plus 6% to total from year 0-1)	R
3	Year 2- 3 (plus 6% to total from total year 1-2)	R
4	Year 3-4 (plus 6% total from year 2-3)	R
5	Year 4-5(plus 6% total from year 3-4)	R
Total excluding VAT		R
Value added Tax -15%		R
Total including VAT carried to form of offer		R



Part C3: EMPLOYER'S SERVICE INFORMATION

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AIRPORTS COMPANY SOUTH AFRICA SOC LIMITED  
GRASS CUTTING AND VEGETATION MANagementsERVICES - REMOTE AREAS AND PARKADES

CONTRACT NO. \_\_\_\_\_

Confidential

C 3.1 : Employer's Service Information for Region B only

## 1 Description of the service

### 1.1 Executive overview

As a world-class airport and a National Key Point, ORTIA has to commit to maintaining the high standards of a world-class airport facility. Airport maintenance is a key contributor to the provision of world-class facilities as it has a direct impact on the experience we create for our passengers at our airports.

The airport serves as the front-end interface with passengers coming into the province/country, therefore it is important that we make a good first impression at all times to ensure that passengers continue to visit South Africa well into the future.

Grass cutting, and vegetation management is crucial at OR tambo international airport. The control of grass and vegetation growth plays a major role in the upkeep of the airport precinct, ensuring a high security level within the airport in all areas and the visibility of ground mounted signages to allow a clear line of sight for aircraft movement, minimizing impacts of fire breaks and most importantly meeting OHS requirements by reducing potential hazards that arise with uncontrolled grass and vegetation growth. The objective is to maintain the serviceability of the infrastructure at OR TAMBO International Airport in a sustainable manner at the lowest operating and maintenance costs while ensuring compliance to general safety and environmental management regulations.

The Contractor (**Appointed Contractor for Region B**) will be responsible for the scheduled and ad hoc grass cutting, vegetation management and Tree felling for Region B (**airside only**) at OR Tambo International Airport for a duration of 5 years

**Note:**

1. Airside refers restricted areas in the airport which are permit and security controlled.
2. Grass cutting, and vegetation management will be defined as the control of vegetation, and growth of grass through cutting all indigenous, and invasive plant species, shrubs etc to a specified height and the use of herbicides to control the growth of weeds (weed killing).
3. Tree felling will be defined as the cutting and trimming of trees located at the airside of OR Tambo international Airport.

## 1.2 Employer's requirements for the service

The purpose of this tender is to request proposals for the provision of grass cutting, vegetation management, grading and tree felling services for region B for a period of 5 years at OR Tambo International Airport (ORTIA). Successful bidders are to ensure that the designated areas for Region B in the maintenance activities table for Region B (table 2.1) below are maintained to the specifications prescribed all times ensuring business continues while the designated areas are being serviced.

## 1.3 Detailed Scope of work for Region B

The successful bidder will provide services in relation to the following sub-categories:

- **REGION B: Grass cutting vegetation management and tree felling on** (even and uneven areas) at all airside areas including ***the perimeter fence*** on airside only.

### 1.3.1 Grass cutting and vegetation management for Region B (even and uneven areas)

Grass cutting and vegetation management will be required at **all** areas on the airside (**Region B**) of OR Tambo International Airport (see maintenance activities table below). These works will be conducted using heavy machinery (**see list of equipment and machinery below**) such as grass cutting tractors to ensure effective works with minimal disruptions to operational activities. These works intend to control the growth of indigenous and invasive grass and vegetation species, shrubs. The grass and vegetation height should be maintained at different allowable heights (cm) specified in **the maintenance activities table**. Special attention around airport ground signages will be required to ensure clear visibility of signs to manoeuvring aircraft at all times.

**Note:**

1. **Even** areas in this document are defined as areas where grass and vegetation are on relatively consistent slope with flat ground terrains.
2. **Uneven** areas in this document are defined as areas with where grass and vegetation are on a relatively bumpy terrain with uneven slopes (these areas will require more works, time and attention to detail).

Periodic checks shall be made by the Service manager to check for signs of re-growth of grass or weeds. Grass and vegetation height is to be monitored and cut.

### 1.3.2 Grass Cutting and vegetation management around the perimeter fence Region B

Grass cutting and vegetation management will also be required on the **airside** of the perimeter and security fence at a clearance distance of three meters (3 m) and frequency specified in the maintenance activities table below. Works will be measured per hectare of completed grass and vegetation cut.

### 1.3.3 Weed killing

All root growth is to be removed. As far as practicable, the timing of treatment with non-toxic weed killer for the movement areas edges, shall be done at the beginning of the rainy season. Works will be measured per hectare of weeding works. The works will be executed following an instruction via a **work order /work request** given by Service manager

### 1.3.4 Tree felling for Airside.

The growth of trees should be controlled to minimise disruptions to aircraft movement. Works will be measured using rates provided by the service provider based on the type, number and effort involved on the trees cut. The applicable frequency shall be as and when required when required based on operational requirements requested in the form of a work order/work request given by Service manager.

### 1.4. Priority areas for Region B

The purpose of this schedule is to provide a safe operational environment, in accordance with ICAO Doc 9137- AN/898 Airport Services Manual Part 9, Chapter 6, by ensuring all operational equipment is unobstructed and free to function for the intended purpose and to support Wildlife Management, by proactive Vegetation Management for operations at the airport.

The service manager and contractor -shall ensure that grass cutting and vegetation management on the land sides in accordance with ICAO Doc 9137 - AN/898 Airport Services Manual Part 9, Chapter 6 Priority of the various areas is given in the Table below

**Table 1.4.1 : Priority areas for Region B**

Priority 1	Instrument Landing Systems
	Runway/Taxiway Strips
	AWOS Sites
	Receiver, Transmitter, Tacan, Compass Swing Base and Electrical Substation
	Grass runway
	Around lights and PAPI lights
Priority 2	Clearways
	Windsock
	Perimeter/Security Fences (airside)
	Approach Lights
	Non-Operational Area (Inner Field)
	Bushes or shrubs- applicable to non-operational areas
	Reservoir Receiver, Transmitter, Tacan, VOR, DVOR and Electrical Substations
Priority 3	Substations, VOR and other buildings on the airfield
	Fire Station complexes (sports ground and dog kennels)
	Shrubs at Fire Station areas
	Roads leading to remote sites
	Around terminal building on airside (all substations, entrance gates and refuse areas)

2. Maintenance activities

Maintenance activities of grass cutting, and vegetation management have been provided in the table below. The frequencies will serve as the minimum required grass cutting and vegetation management frequencies for all areas of work.

Note

Outage in this contract will be defined as a special circumstance in which certain operations will be stopped or require a notification to airmen time (NOTAM) for grass cutting and vegetation management works to proceed .Plainview's (pictures) are given in the annexures below

Table 1.1 : Maintenance activity table for Region B

Area	Location	Description of Activity	Frequency	Outage
F	21 R Approach and Taxiways	1.Maximum height 10cm with a width of 50m from the runways and taxiways edge  2.Shrubs should be removed from the airfield as Instructed by service manager via a work order  3.Grass cutting next to the active runway will have to be done at night when the runways are closed for maintenance. Runway 03L/21R closure time is between00h30 to 05H00 and Runway 03R/21L 22H00 to 05h00	Twice (2) a month (Jan, Feb, March, April, Sept, Oct, Nov& Dec) and once (1) a month (May to August)	Required
G	03L/21 R, Golf islands and Aprons	Note: Unforeseen delays may occur from airlines which is out of ACSA's control		
H	Aprons and Taxiways			
I	Service Road ,Super south service road,	Cut as short as possible	As and when as per the instruction by Service managers work order/Work request.	Not Required
J	Fire and rescue, Sports filed , Dog kennels (Only ACSA buildings	Cut as short as possible	As and when as per the instruction by Service managers work order	Not Required



Area	Location	Description of Activity	Frequency	Outage
<b>K</b>	03R Approach lights and all Taxiway areas	<p>1.Maximum height 10cm with a width of 50m from the runways and taxiways edge</p> <p>2.Shrubs should be removed from the airfield as Instructed by service manager via a work order</p> <p>3.Grass cutting next to the active runway will have to be done at night when the runways are closed for maintenance. Runway 03I/21R closure time is between 00h30 to 05H00 and Runway 03R/21L 22H00 to 05h00</p> <p><b>Note:</b> Unforeseen delays may occur from airlines which is out of ACSA's control</p>	<b>Twice (2)</b> a month (Jan, Feb, March, April, Sept, Oct, Nov& Dec) and <b>once (1)</b> a month (May to August)	Required
<b>L</b>	Service Road leading to Fire and Rescue Complex	Cut as short as possible	As and when as per the instruction by Service managers work order	Not Required
<b>M</b>	Runway, Taxiways , Inner Field and Uneven Areas	1.Maximum height 10cm with a width of 50m from the runways and taxiways edge	<b>Twice (2)</b> a month (Jan, Feb, March, April, Sept, Oct, Nov& Dec) and <b>once (1)</b> a month (May to August)	Required
		2.Shrubs should be removed from the airfield as Instructed by service manager via a work order		
		3.Grass cutting next to the active runway will have to be done at night when the		

Area	Location	Description of Activity	Frequency	Outage
		runways are closed for maintenance. Runway 03L/21R closure time is between 00h30 to 05H00 and Runway 03R/21L 22H00 to 05h00 Note: unforeseen delays may occur from airlines which is out of ACSA's control		
<b>Fence</b>	Perimeter fence Airside	Cut to 10 cm height	Once a month	Not Required
Region B in specified areas including Aprons and all paved areas (runways taxiways, service roads and taxilanes )		As and when requested by service manager through work request/work order	Cycle for Herbicide (As Required)	Not Required

**Table 2.1.2: Tree felling Activity table for Region B**

Tree felling works			
Location	Description	Frequency	Equipment
Airside	Tree felling of all tree types	As and when as per the instruction by Service managers work order and specifications	Step ladders, rope, chainsaw, 3-ton bakkie, safety harness.

**Note**

Outage in this contract will be defined as a special circumstance in which certain operations will be stopped or require a notification to airmen time (NOTAM) for grass cutting and vegetation management works to proceed  
Zones Plainview's are given in the annexures below

## **2.1 Grass cutting and vegetation management maintenance activities on areas at an airport**

### **2.1.1 Movement area**

The following responsibilities shall be in place for Grass Cutting on the Movement Area:

- The Maintenance Plan shall be available. Prior to grass cutting and vegetation management works commencing a work order will be generated and upon completion signed by ACSA and Service provider's personnel to detail work complete.
- As far as practicable the timing of the grass cutting/vegetation management operation shall be such that it does not interfere with the operations of the airport
- As far as practicable, the timing of treatment with non-toxic weed killer for the movement areas edges, shall be done at the beginning of the rainy season
- Periodic checks shall be carried out by the Assistant Manager: Building and Facilities Maintenance/Manager: Maintenance Engineering or designated Senior Maintenance Engineering personnel for evidence of grass re-growth in accordance with maximum height requirements
- Where taxiway and runway lights are mounted in concrete, the treatment of grass should ensure that grass growth does not interfere with the visibility of the lights
- Checks shall be made to ensure that there is no evidence of cracking on the surface edges or elsewhere in the movement areas through which grass may grow
- Where evidence of this is found, the cracks shall be treated with non-toxic weed killer

### 2.1.2 Non-Operational Area

The following responsibilities shall be in place for Grass Cutting on the non-Operational area:

- Grass cutters are to be used to clear the storm drain areas of all long grass and then the area shall be treated with non-toxic weed killer
- Grass that has been cut adjacent to the runway/taxiway strips (grass height 10cm to 20cm depending on an assessment by a Supervisor /Service manager shall be collected and removed

### 2.1.3 Compliance of works by the Service provider

Any maintenance work completed by approved contractor or Maintenance Engineering personnel shall comply with the following conditions:

- **Work on Runways/Taxiways:** Where maintenance work is carried out on a runway or taxiway and closure is required, this shall be done in accordance with the Airside Operations Department Construction During Operations Procedures
- work is carried out by an Approved Contractor the Maintenance Engineering personnel shall ensure that the contractor complies with the approved Safety Plan. The preparation of paint area should be such that there is no environmental contamination. Work undertaken on the aerodrome shall be aligned with the requirements defined in the Aviation Compliance Department Works on Aerodrome Procedures
- **Vehicle/Equipment Operations on the Aerodrome:** Any requirements to access the aerodrome with vehicle or equipment, the Maintenance Engineering personnel or Approved Contractor shall ensure that they have completed the airside induction training, as per the Aviation Safety Department Airside Induction Training Procedures and Aviation Safety Department Airside Vehicle Operator Permit Procedures - When a driver is required to enter the manoeuvring area, and requires an escort, this shall be done in line with the Operations Department Escorting of Vehicles and Equipment Procedure
- **Low visibility Operations:** No grass cutting is allowed when fog, bad weather or LVP is experienced. When there is low visibility on the aerodrome, the requirements defined in the Operations Department Low Visibility Operations Procedure and the Aviation Compliance Department Obstacle Limitations and Protection of Navigational Aids Procedure -
- **SA CAA or other Statutory Body:** The grass cutting maintenance records and work activities may be subject to an audit by SA CAA or any other authorised statutory body.
- The service provider will be fully responsible for meeting all requirements in this document regarding the scope of works. In addition, all works will be carried out as per the specifications set out in description of service above
- Service and maintenance shall be carried out as per the task orders from the Service Manager and / or his delegate and scope of works specified in the document
- All skills and personnel designated to the works scope should undergo airside induction training (AIT).
- Contractor must maintain the serviceability of all equipment at all times and in event of equipment damage when works are required Spare machinery must be obtained with-in **24 hours (1 day)** prior to instruction of works being given. This will be solely at the contractor's cost. The client will only pay for the works executed as per the pricing schedule.
- Compliance with occupational health and safety act (OHS Act of 1993 and construction regulations, 2014) or latest **(SAFETY FILE REQUIRED). This file should identify all risks and mitigation measures to minimize any hazards.**
- The issuance of PPE shall comply with the Aviation Safety Department Airside Personal Protective Equipment Procedure - B080 001M and the OHS Compliance Department Personal Protective Equipment Procedure - S010 004M.

- The contractor must ensure that adequate resources (personnel's equipment, chemicals, and machinery) should cover, day, night, weekend, and public holiday works for the duration of the short-term contract or until quantities are depleted.
- Before commencement of any works related to the grass gutting and vegetation management work will be executed through a work order or work request and upon completions appointed service providers 'contract manager **must** sign off

**Note**

A work order/Request is a document managers authorize for workers to complete tasks.

In addition to AIT training, PARTAC and AVOP training will be required **specifically** for service providers personnel operating vehicles on airside movement areas, runway, and taxiway areas. Recent estimated pricing is tabulated below

Component	Estimated price excl Vat Per person
Practical Airport Radiotelephony and Airside Competency Course (PARTAC)	R 3018.00
AIT	R 600
Personal Permanent Permit	R 4000
AVOP Training	R 1050

## 2.1 4. Equipment and Machinery

Equipment and machinery for grass cutting and vegetation management works in **Region B** is provided in the table below

**Table 2.1.4.1: Machinery and equipment for executing works in Region B**

Area	Equipment and machinery
F	Tractors, bailers, weed killers, escort vehicle, Truck/Bakkie, blowers, Plastic Rakes Brush cutter with blades brush cutter with strings etc...(heavy machinery)
G	
H	Tractors, bailers, weed killers, escort vehicle, Truck/Bakkie, blowers, Plastic Rakes Brush cutter with blades brush cutter with strings etc...(heavy machinery)
I	Brush Cutters, Brush cutters with blades, Blowers, Weed killers, Plastic refuse bags, slashers X2( not more less than 4m in length) etc... (lighter machinery)
J	Brush Cutters, Brush cutters with blades, Blowers, Weed killers, Plastic refuse bags, slashers <b>X2</b> ( not more less than 4m in length) etc... (lighter machinery)
K	Tractors, bailers, weed killers, bailers, escort vehicle, Truck/Bakkie, blowers, Plastic Rakes Brush cutter with blades brush cutter with strings, rake etc...(heavy machinery)
L	Brush Cutters, Brush cutters with blades, Blowers, Weed killers, Plastic refuse bags, slashers ( not more less than 4m in length), steel rakes etc... (lighter machinery)
M	Tractors, bailers, weed killers, bailers, escort vehicle, Truck/Bakkie, blowers, Plastic Rakes Brush cutter with blades brush cutter with strings, rake etc...(heavy machinery)
Perimeter Fence	Brush Cutters, Brush cutters with blades, Blowers, Weed killers, Plastic refuse bags, slashers X2( not more less than 4m in length) rakes etc... (lighter machinery)
Tree Felling	Heavy duty Chainsaws
Weed killing	Sprays, Herbicide Nontoxic
All Un even Areas	Brush Cutters, Brush cutters with blades, Blowers, Weed killers, Plastic refuse bags, slashers , steel rake ( not more less than 4m in length) etc... (lighter machinery)

Table 2.1.4.2 : Equipment Quantities

Equipment	Quantity
<b>Heavy Duty Grass cutting tractors</b>	3 (Three)
Truck/Bakkie	1 (one) for escort and 1(one) for transportation of equipment. NB: Vehicles must have canopy and be long based. 1 ( one) to remove all debris from maintenance works <b>therefore the total trucks will be 3 needed on site</b>
Brush cutters with blades	4 (four)
Brush Cutters with strings	12 (twelve)
Blowing Machine	3 (three)
Heavy duty Chainsaw	2 (Two)
Rakes	2 (One)
Slashers	2 (two): <b>3 metres long or more</b>
Plastic refuse bags	During the whole duration of maintenance works
Weed killing Pump	2 (two)
Portable rakes ,Spades and Hard surface Brooms	During the whole duration of maintenance works
Weed killing herbicides	During the whole duration of maintenance works

### 2.1.5 Maintenance of Machinery and Equipment.

It is the contractor's responsibility to do the following procedures to ensure effective maintenance works:

- Maintain and run all machinery necessary to carry out all the specifications herein.
- The supply and replacement of all tools and equipment are the responsibility of the contractor.
- All machinery is to be maintained in good working order at all times, in order to achieve the quality of cut required. Servicing must be carried out on a regular basis in accordance with manufacturer's recommendations.
- Should a tool or machine fail beyond repair, it is the contractor's responsibility to replace the equipment /machinery within 24-hours.
- Checks sheets and reports of this service record must be at the contractor's storeroom for the service manager's audit from time to time.

#### Note

1. Bidders should pay special attention to the frequency of grass cutting and vegetation management in the various areas stipulated above to when pricing for works to ensure adequate availability of all resources
2. Resources should be available at all times 7 days a week, night, day, builders break and on public holidays as per the table of maintenance activities and in special cases, as **and when requested**

### 2.1.6 Staffing Requirements

A total of **24 (twenty- four) staff members** are required during grass cutting and vegetation management works subcategorized in the table below.

Staff description	Quantity
Supervisors	2 (Two)

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Drivers	6 (6)
Safety officers	2 (Two for day and night works)
Brush cutting personnel	12 (Twelve)
Safety Officers	2 (Two)
Blowers	4 (Four)
Rakers	6 (Six)

**NB :Works must be completed on the time instructed by the service manager through information given in the work order /Work request and agreed schedule.**

**In case of equipment break downs, service provider must have mitigation plans to minimize efficiency of works progress.**

#### **2.1.7 Management Oversight**

It is expected to have full management oversight day (starting from 5 am until 6 pm) , night (from 6pm until 5am) builder's break weekends and public holidays .

**Note : During unforeseen events (stay aways, National shut downs strikes etc,,) contractor must be available with enough staff member to carryout maintenance works during operational hours.**



## I. Planning and programming

- i All grass cutting ,vegetation management ,grading and tree felling work shall be scheduled in advance on a monthly basis. The roster must be submitted to the ACSA Service Manager before the third of every new month. Work shall be scheduled in a manner as not to interfere with any normal airport operations.
- ii Normal airport operational hours shall **be 07:00 hrs to 17:00 hrs and 19:00 hrs to 05:00 hrs 7 days a week for every day of the year.**
- iii As a minimum requirement, the contractor (for Region B) shall roster scheduled grass cutting and vegetation management services and all related activities.
- iv All grass cutting and vegetation management services shall be scheduled, (as per point i) .The successful bidder must ensure that sufficient allowances for all these items are made with his/her pricing in the Pricing Schedule.
- v The contractor for Region B must plan the execution of the services and resources in accordance with the different levels of demand that terminals present, i.e., peak and off-peak periods. Under normal circumstances, the following would be the applicable peak and off-peak periods:
  - a. Peak periods: Easter period, Special event periods, School holidays, Festive Period etc. Additional resources may be required in order to ensure that the airport is serviced to meet the increases in passenger traffic. Peak also occurs on a daily basis from time to time. Peak normally occurs approximately from 5am to 10am, and again from 3pm to last flight of the day. At these times more rigorous supervision is required. Peak period is subject to seasonal changes, and these would be communicated to the successful Bidder. An assessment of contract resources versus additional frequencies will be done and additional requirements, if needed would be request at contract rates.
  - b. ACSA reserves the right to approve all additional requirements to the contract. Therefore, additional requirements will be subject to ACSA's approval.
  - c. Off-peak: All other periods outside of those stipulated under peak periods.
- vi The following buildings and premises are excluded:
  - a. The inside of buildings and premises leased and/ or rented out by ACSA on a lease basis to third parties who are responsible for the grass cutting and vegetation management of the inside of the aforesaid buildings or premises;
  - b. Should the buildings and/or premises listed in **point a** be vacant at any point during the course of this contract, such buildings and/or premises will form part of the grass cutting and vegetation management services scope to be performed by the contractor for Region B until such space is filled. ACSA reserves the right to request that the contractors for Region B attend to the vacant areas as part of their service provision.
- vii The Airport is continuously undergoing construction and improvement. Therefore, within reason and with prior arrangements with the successful bidder, ACSA may require the execution of the following services:
  - a. Re-scheduling of work in order to accommodate other contractors.
  - b. Allowing access to areas where grass cutting, vegetation management grading and tree felling services would be taking place and providing assistance to suppliers to correct defects/faults on equipment and/or systems.
  - c. Attending co-ordination and planning meetings.
  - d. Removing debris and /or equipment from site.
  - e. Recommending improvement on maintenance procedures; and
  - f. Co-operation with ACSA Security relating to security initiatives

- g. Obstacle survey around the 10km radius of the airport, airport management will request permission to landowners for contractor to execute works in that specific area for compliance purposes
- viii The above list is not exhaustive, therefore, there may be additional requirements not listed.
- ix All instructions in relation to the above requirements will be communicated to the person responsible within the contractor (for and Region B) management team. The onus is on the contractors to instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.
- x The successful bidder will be required to keep accurate daily records of staff attendance, for grass cutting and vegetation management work, safety inspections, exception reports where work has been undertaken outside the normal scope etc. Records shall be kept on site and must be made available to ACSA on a daily basis for assessment by the Service Manager. All records shall be in a format as agreed with the Service Manager.
- xi Monthly reports
  - a. The contractors for Region B shall ensure that all required reports for the corresponding month are attached to the monthly invoice. The report must be submitted not later than the third of each respective month or as agreed with the Service Manager indicating the following:
    - i. Staff availability report capturing actual staff daily as per deployment sheet to indicate percentage of availability and levels monthly
    - ii. An indication and substantiation of operational equipment and breakdowns, hectares of grass and vegetation cut, and number of trees cut should be available when requested by service manager supervisor
    - iii. Resource allocation per respective facility per month including Absenteeism, Discipline and training etc.
    - iv. Ad-hoc services provided with costing and description. All instructions for ad-hoc services will be issued through a Maintenance Work Order or Manual Work Order during emergencies.
    - v. Actions on non-conformances forwarded by ACSA.
    - vi. Planned maintenance completed for the month.
    - vii. Planned maintenance not completed for the month.
    - viii. Planned maintenance for the next month.
    - ix. Health and safety issues and near misses.
    - x. Completed inspections and findings, actions taken, actions completed, and actions not completed.
    - xi. Copies of all reports for at least 3 years. All reports shall be in a format as agreed with the Service Manager from time to time.
    - xii. Transformation – subcontractor development progress report (TO ENGAGE SCM)

**II. Quality plans and control**

- i All work must be executed in accordance with prevailing industry norms and standards relating to quality. Emphasis must be on improving services provisions and ensuring that grass cutting vegetation management, grading and tree felling work is indeed performed in line with contractual requirements.
- ii The quality management system (QMS) will detail amongst others, but not limited to grass cutting and vegetation management work methods, cleanliness standards, measurement and monitoring of standards, corrective action procedure and enhancement procedures.
- iii The QMS proposal should as a minimum, cover the following key areas:
  - a. Illustration of an understanding of requirements of this contract and the airport operation.
  - a. General audit system being applied.
  - b. Monthly reporting.
  - c. Human resources audit system (auditing head counts & ensuring that staff are allocated to the dedicated areas
  - d. Corrective/Preventative Actions.
  - e. Rectifying/correcting/communicating problems logged on the Helpdesk.
  - f. Introduction of new technologies, new chemicals, new consumables, new machinery and equipment to improve overall service provision and quality during the contract.
  - g. Compliance Audit systems to applicable regulation and/or legislation.

The above must be documented as it will form part of the monthly performance review.

### III. Safety, Health, Environmental and Risk (SHER)

The successful bidder shall be required to submit a safety file at the start of the contract

- i The successful bidder must keep noise and dust levels to a minimum. At no point shall his/her work result in nuisance, interference or danger to the public or any other person working at the Airport.
- ii At no time shall the successful bidder:
  - a. allow any pollutive or toxic substance to be released into the air or storm water systems.
  - b. interfere with, or put at risk, the functionality of any system or service.
  - c. cause a fire or safety hazard.
- iii The successful bidder is required to submit the following documentation signed by the highest decision-making body/person of the tendering company:
  - a. Environmental policy; and
  - b. Health and Safety policy
- iv The successful bidder shall conduct an environmental, health and safety induction training session prior to the commencement of contract for all resources to be deployed to the contract. An attendance register must be kept in the successful bidders' health and safety file.
- v For any grass cutting and vegetation management services to be conducted on the Airside, Airside Safety Induction training shall be attended by all resources to be deployed to the Airside and a course fee determined by ACSA shall be paid by the successful bidder. A security permit to access airside shall be issued on production of proof of attendance.
- vi The successful bidder shall:
  - a. Ensure that personal protective equipment or clothing needs analysis is conducted and incorporated into the risk assessment. Records shall be provided by the successful bidder prior to commencement of the contract.
  - b. Ensure that SABS approved personal protective equipment or clothing is provided to personnel.
  - c. Ensure that no personnel are allowed to work on site without necessary personal protective equipment or clothing.
  - d. Ensure that PPE or Clothing is kept in good working order.
  - e. Clearly stipulate procedures to be followed when PPE or Clothing is lost or stolen, worn or damaged. ACSA reserves the right to remove any person from site who is working without necessary personal protective equipment and/or clothing. Worn or tattered personal protective clothing shall not be permitted on airport premises.
  - f. Appoint a competent person to conduct a risk assessment which will include, but not limited to:
    - i. Identification of risks and hazards to which persons may be exposed; this is also to include ergonomic related hazard analysis and evaluation of the identified risks and hazards.
    - ii. A documented plan of safe work procedure to mitigate, reduce or control the risks and hazards that have been identified.
    - iii. A monitoring and review plan of risks and hazards.
    - iv. Fall protection plan for work carried in elevated position(s). The successful bidder shall ensure that all employees are informed, instructed and trained by a competent person regarding any hazard and the related procedure before any work commences and records thereof to be kept in the contractor's health and safety file.

- v. The Service Manager shall be entitled to fine the successful bidder for each non-conformance to
- vi. Health and Safety matters. This shall not transfer any of the successful bidders' responsibilities in this regard to the Employer by any means.
- vii. The successful bidder shall be fully responsible for compliance to the Occupational Health and Safety Act for all persons, equipment and installations relating to this Contract. The successful bidder is expected to sign the undertaking in this regard as attached in the annexes.
- viii. It shall be the successful bidder's responsibility to ensure that all relevant labour and safety legislation is adhered to in rostering staff.
- ix. All persons on company premises shall obey all health and safety rules, procedures and practices. NO SMOKING signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed. A copy of the Safety Rules booklet is available on request from the ACSA Safety Department.
- x. 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.
- xi. The successful bidder's Workmen's Compensation fees must be up to date. A copy of the successful bidder's WCA registration shall be produced on request.
- xii. The following areas in the company are declared as "Priority" areas:
  - g. All airside areas
  - h. Runways and Taxiway areas
  - i. All enclosed areas
    - i. 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.
    - ii. Safety equipment shall be used where applicable (e.g., safety, goggles, boots, harness, etc.)
    - iii. The successful bidder, at his/her own expense shall provide such equipment, for his/her employees. The successful bidder shall apply the necessary discipline and control to ensure compliance by his workers.
    - iv. Contractor must ensure that his/her employees are familiar with the existing emergency procedures and must co-operate in any drills or exercises, which might be held. Emergency / fire equipment and extinguishers shall not be obstructed at any time
    - v. No person shall perform an unsafe / unhygienic act or operation whilst on ACSA premises.
    - vi. No unsafe/dangerous equipment or tools may be brought onto or used on ACSA premises. ACSA reserves the right to inspect all equipment/tools at any time and to prevent/prohibit their use, without any penalty to them and without affecting the terms of the contract in any way.

- vii. ACSA reserves the right to act in any way to ensure the safety/security of any persons, equipment or goods on its premises and will not be liable for any cost or loss evoked by the action. This includes the right to search all vehicles and persons entering, leaving or on the premises and to inspect any parcel, package, handbag and pockets. Persons who are not willing to permit such searches may not bring any such items or vehicles onto the premises.
- viii. The successful bidder shall maintain good housekeeping standards in the area where he is working for the duration of the contract.
- ix. At no time must the successful bidder interfere with, or put at risk, the functionality of any fire prevention system. Care must also be taken so as to prevent fire hazards.
- x. The successful bidder shall take special care in order not to harm or endanger the public in any way. Work shall be sufficiently hoarded and guarded in order to safeguard children and the general public from injury relating to machinery, work or other.
- xi. Where hoarding, barricades or lighting is required in the execution of the works, The successful bidder shall provide same at his/her own expense. Hoarding, barricades and lighting shall comply with industry accepted norms and standards and may not be used for purposes of advertising or any other purpose than safeguarding the Works.

#### IV. Format of communications

- i Daily Staff deployment sheets, work instructions, daily check sheets, monthly maintenance reports, inventory reports, equipment breakdown reports, communication books for shift handover etc. will all be in a format as agreed with the Service Manager.
- ii The Site Manager and Supervisors need to be accessible by cell phone when in operations at all times.

#### V. Key personnel

- A schedule of resources to this Contract will be provided to the Service Manager at the commencement of this Contract. This will, as a minimum, include all persons from general labourer level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported and agreed with the Service Manager. The Service Manager may request the replacement of any person with unsatisfactory performance or fails to comply with this contract.
- The successful bidder is required to screen all resources to be deployed to the contract and ensure that the following background checks have been performed prior to contract commencement:
  - a. Substance abuse checks to ensure that resources on the contract do not have a record of past substance abuse.
  - b. Past warnings, suspensions and dismissal records to ensure that resources to be deployed on the contract to pose any operational disruption risks to ACSA.
  - c. Criminal records to ensure that resources deployed to the contract do not have any history of criminal records; and

~~d.~~ Any other checks deemed necessary by the successful bidder. Details and the confirmation thereof must be submitted in bidders' responses to this Request for Proposal.

- For the purposes of this tender, the key personnel to be evaluated in Phase 2 of the evaluation of this tender shall be the following:
- Region B
  - Site Manager; (Day and Night works) X2
  - Contract manager
  - Health and Safety Officer (Day and Night works) X2

#### VI. Management meetings

- i The successful bidders for Region B will be expected to attend meetings relating to airport maintenance, airport operations, contract management and other issues that may arise from time to time. As far as is practicable, the successful bidder will make all required persons available for these meetings. The successful bidder shall not submit claims for payment for staff attending any of these meetings. The details of all meetings to be attended by the successful bidder will be included in the Service Level Agreement.

#### VII. Permits

- i All staff members required to work on airside are required to undergo Airside Induction Training prior to application for permit.
- ii Special staff member will additionally require undergoing AIT Avop and PARTAC training for vehicle operation access on special areas of the airside
- iii The successful bidder must ensure that they are, familiar with ACSA's safety and security requirements relating to permits in order for no work to be delayed as a result thereof at all times. This will include the permit application process.
- iv The successful bidder must ensure that staff are made aware of the conditions of use of the ACSA facility which is subject to the terms of Control of Access to Public Premises and Vehicles Act 53 of 1985.
- v Note that (within reason) The successful bidder will have no claim against ACSA in the event that a permit request is refused.
- vi Permit costs must be billed at cost, no mark-up will be allowed on these costs.
- vii **Cost for lost permits will not be reimbursed by ACSA.**
- viii The successful bidders for Region B will only be paid for one permit per employee per permit validity period/cycle. Additional permits for replacement staff where staff have resigned will not be paid for by ACSA.
- ix The below table provides details of the permits currently required at ACSA airports. Please note that the list is not all inclusive/exhaustive, but is provided for illustration purposes:

Permit	Required by/for	Department
AVOP – Airside Vehicle Operator permit	All drivers of vehicles on airside	ACSA Safety
Airside Vehicle Permit	All vehicles that enter airside	ACSA Safety

Personal permit	All persons employed on the airport	ACSA Security
PARTAC permit	Personnel that communicate with ATNS	ACSA fire and rescue
Cell phone permit	All persons taking cell phones to airside	ACSA Security

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

#### **VIII. Proof of compliance with the law**

- i ACSA reserves the right to request proof of compliance every quarter in support of the successful bidder meeting all applicable laws and regulations to the contract. Reasonable time will be given where such proof may not be readily available. As a minimum the following will be required
  - COIDA
  - UIF
  - TAX
  - BBBEE
  - Training
  - NBC pension fund proof of payment and membership

#### **IX. Insurance provided by the employer**

- i The insurance details of the employer have been provided under the General conditions of contract. Bidders must be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. Bidders are advised to seek qualified advice regarding insurance.

#### **X. Cell phones**

- i The 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 Site Manager and Team Leaders are required to have cell phones for operational requirements and will be assisted in following the application process required by the issuing authority.
- ii The nature of this contract requires that the Site Manager and Team Leaders be contactable at all times. The successful bidder needs to ensure provision of systems to ensure communication with ACSA.



**XI. Uniform and Personal Protective Clothing**

- i This contract requires all staff be dressed in a uniform and PPE of a standard acceptable to ACSA. The contractor must present photographs or any other acceptable presentation material of the complete uniform with all combinations for male and female staff. The uniform proposed is to accommodate staff allocation to the various respective areas. Samples may be requested; therefore, the uniform is subject to approval by ACSA.
- ii Rates provided by bidder should also include PPE of a standard acceptable by ACSA
- iii All staff must be issued with uniform and personal protective clothing for their respective areas of work as stated below. Uniform supplied must be sourced and manufactured in the Republic of South Africa. Proof of supply and sourcing needs to be submitted to ACSA.
- iv Staff must be issued with both winter and summer uniform and minimum of two (2) sets per staff member.
- v ACSA will not agree to pay for uniform costs under any circumstances.
- vi Non-adherence to uniform proposed and accepted by ACSA would be viewed as a non-adherence to the contract and would result in a penalty as per the penalty clauses.

**Proposed uniform:**

Type of uniform	Suggested description/specification
PPE	Safety shoes, goggles , gloves harness and reflector jackets for all staff working in airside areas (with company logo)
Beenie's in company branding	Winter uniform

**C3.2 TRANSFORMATION(SCM TO ASSIST)****a. Introduction**

- i In the past few years South Africa has experienced an inadequate amount of investment in skills development and inequality in the distribution of wealth for a significant portion of the population. Several Government regulations, policies and frameworks such as the National Development Plan (NDP), PPPFA and B-BBE codes of practice have been developed to address these challenges
- ii Thus, as public-sector entity, ACSA required by law to endorse and apply the rules set out by such prescripts. ACSA, with the government's transformation goals in mind, developed a transformation policy to guide the implementation of transformation within ACSA. (The policy be provided to the successful bidder for reference purposes). ACSA aims to make a meaningful economic and social impact within the communities in which it operates. This therefore means that transformation is not just about compliance but also part of overall sustainability and ACSA's Socio-economic development objectives.
- iii ACSA has an integrated transformation strategy, the overall objective of which is to support the Government's national agenda of job creation through transformation. It has an external focus on Skills Development, Enterprise and Supplier Development initiatives and Preferential Procurement. This implies that ACSA must employ rigorous transformation imperatives with respect to all procurement.
- iv Transformation within the contract grass cutting and vegetation management services industry means the empowerment of all black owned enterprises, with particular focus on supporting enterprises owned by black women, youth, and people with disabilities, in order to increase the number of Historically Disadvantaged Individuals that manage, own and control enterprises and productive assets in this industry.
- v To facilitate transformation within the industry and to ensure that a higher number of black owned grass cutting, and vegetation management enterprises are in a position to participate in large value public sector contracts, ACSA requires that bidders submit their commitment to Enterprise Development and socio-economic transformation for the duration of this contract.
- vi Towards this end, the following Transformation requirements will apply to this contract:
  - a.ACSA wishes, in terms of its Transformation Objectives for this contract to ensure that the following transformational elements are addressed namely:
    - i Direct and indirect targeting of Historically Disadvantaged Individuals (HDI) enterprises.
    - ii Promotion of enterprise development.
    - iii Promotion of local suppliers and manufacturing enterprises; and
    - iv Promotion of employment of local labour and students.
  - b. These Transformation Objectives shall be addressed in the following manner:
    - i The defining and monitoring of a Contract Participation Goal (CPG) for the contract whereby a mandatory minimum CPG of 40% must be achieved (or a financial sanction shall apply). The CPG shall be broken down as follows:
      - Mandatory sub-contracting of 30% of the core services on the contract to a Targeted Enterprise; and
      - The application of preferential procurement processes which will ensure that the successful bidder procures a minimum of 10% of the grass cutting and vegetation management materials and/or services from suppliers and / or manufacturers in the airport municipality who satisfy the

definition of enterprises owned by HDI required for the grass cutting and vegetation management services contract.

- Historically Disadvantaged Individual (HDI) is defined as:
  - a South African citizen.
  - who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 2000 of 1993) ("the interim Constitution"); and/or
  - who is a female; and/or
  - who has a disability

• **Localisation and Socio-economic development**

- i It is a mandatory requirement that all unskilled labour employment required by the contract shall be sourced from the airport municipal area. i.e., within the locality of the airport (as close to the airport as possible)
- ii It is a mandatory requirement that a minimum of 70% of the semi-skilled and skilled positions required by the contract shall be sourced from the airport municipal area. i.e., within the locality of the airport.
- iii The remaining 30% of the semi-skilled and skilled positions required by the contract may be sourced at the successful bidders' discretion.
- iv It is a mandatory requirement that a minimum of 2 (two) facilities management or related studies students requiring training and exposure be employed on this grass cutting and vegetation management contract.

**b. Enterprise Development Initiative**

The successful bidder enters into a contract (either through partnership, joint ventures or sub-contractors) with Targeted Enterprise(s) as defined in the Contract Data to perform a minimum of thirty percent (30%) of the tendered contract value.

**c. Definition of a Targeted Enterprise in the tender**

For the purposes of this tender and contract, the definition of a targeted enterprise has been adapted from the definition of a targeted enterprise provided for in the CIDB "Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts" is an enterprise satisfying the following:

- i Does not share equity holding with the bidder; and
- ii Is registered in terms of the Company's Act, 2008 (Act No. 71 of 2008) or Close Corporation Act, 1984 (Act No. 69 of 1984); and
- iii Is registered with the South African Revenue Service; and
- iv Is at least an Exempted Micro Enterprise (EME) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); or
- v Is at least a Qualifying Small Enterprise (QSE) with a B-BBEE Status of "Level Two Contributor", as defined in the Amended Codes of Good Practice for measuring Broad-Based Black Economic Empowerment (published in Government Gazette No. 36928 on 11 October 2013); and

- vi Is 50% or more black owned or 30% or more black women owned; and
- vii Has entered into a written relationship agreement of co-operation and assistance with the tenderer for the duration of the contract.

**d. Participation of Targeted Enterprise(s)**

- i The involvement of Targeted Enterprise(s) is a mechanism to broaden the economic share of the historically disadvantaged in the national spend on grass cutting and vegetation management services and a means to hasten and improve the transfer of technical skills.
- ii The CPG percentage specified shall be applicable to actual work, supplies and services. ACSA has set the target as part of the tender process. Bidders are required to submit a detailed Transformation Proposal on how they will achieve the set minimum targets.
- iii Such Transformation Proposal must include the following:
  - a. A needs analysis of the targeted enterprise.
  - b. Identified needs/needs analysis outcome must be agreed to by main contractor and sub-contractor.
  - c. Both parties must agree on the developmental areas that are going to be addressed through mentorship during the course of the contract. There must be a minimum of 3 developmental areas agreed to by the parties.
  - d. Development areas can include, but are not limited to:
    - i. Management and labour skills transfer.
    - ii. Establishment of administrative systems.
    - iii. Establishment of cost control systems.
    - iv. Establishment of grass cutting and vegetation management and planning systems (safety, health, environmental, risk and quality).
    - v. Planning, procurement and tendering skills transfer.
    - vi. Business skills transfer with focus on entrepreneurial and negotiations skills.
    - vii. Technical skills transfer with emphasis on innovation and continuous improvement on future contracts.
    - viii. Legal compliance assistance and skills transfer.
    - ix. Assist with establishing credit rating/history.
- e. Clear breakdown of how the remaining 10% of the CPG will be achieved. Details of all contract scope (i.e., goods/services) earmarked for preferential procurement must be included in the Transformation.
- f. The contractor is to appoint an Enterprise Development coordinator which will be responsible for the following:
  - i. Develop a contract specific enterprise development plan to improve the targeted enterprises performance in the identified developmental areas which allocates resources and monitors progress in relation to improved performance; and
  - ii. Submit a monthly Enterprise development report which documents all mentoring activities that have taken place during that month and the progress made in improving the targeted enterprises performance in the developmental areas. Remedial actions must be included where improvement has not been achieved.

- g. Progress reports detailing interim values of CPG and comparison to targeted CPG for the contract, as well as an assessment of the ED support should be submitted monthly.
- h. The CPG value shall include the following:
  - i. Preferential Procurement values.
  - j. Sub-contracting value for the month

**e. Training of Targeted Enterprise(s)**

- i Training of the Targeted Enterprise involved in this project is a reportable monthly event in terms of time and cost based on the development Program.
- ii The Targeted Enterprise(s) shall not be allowed to sub-contract any work that forms part of the specified participation percentage.

Targeted Enterprise	ACSA CPG:
Qualifying Small Enterprises OR Exempted Micro Enterprises That are 30% Black Women owned OR 51% Black owned	≥30%
Preferential Procurement with HDI	≥10%

**f. General**

Tenderers must submit transformation proposals that are both achievable and measurable as the successful tenderer will be required to issue comprehensive quarterly reports in response to this tender requirement. The quarterly report will be assessed by ACSA's Internal Transformation Committee, which is accountable for implementation of ACSA's Transformation initiatives

**g. Guideline on Sanctions**

The financial sanction shall be calculated as follows:

**Financial sanction (penalty levied on contractor) (Rands) = Rand value of CPG offered less Rand value of final CPG attained x (multiplied) by 10%.**

Part C4: SITE INFORMATION

Document reference	Title	No of pages
C4.1	This cover page	1
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C4.1 ANNEXURES

Title	Annexure number
Site Information for Region B	Annexure A
Service Level Agreement	Annexure B

**C4.1 Annexure A: Site Information for Region B**



1. Description

Region B will be defined as the *grass cutting ,vegetation management and tree felling on* all airside areas that have been separated into zones shown in figures below:



Figure 1.1: 21R approach and Taxiways



Figure .1.2: 03I/21R ,Golf islands and Aprons





Figure 1.3: Aprons and Taxiways







Figure 1.5: Fire and Rescue, Sports field, dog kennels and only ACSA buildings



Figure 1.6: Area K (03R Approach lights and all Taxiway areas )





**Figure 1.7: Service Road leading to the Fire and rescue Complex**





**Annexure B – Service Level Agreement (SLA)****Operational hours**

Normal airport operational hours shall be regarded as being **from 07:00 to 17:00 and 1900 to 0500** for every day of the year. However, this may be amended by the service manager from time to time and (within reason) shall have no impact on the Contractors fee and rates.

The contractor shall ensure that minimum disruption to airports operation must always adhered to. It must be noted that the normal operation hours are **from 07:00 to 17:00 and 1900 to 0500** 7 days a week and 365 days. The contract will be expected to comply with the following SLA.

**Human resources**

The following minimum standards shall apply to resourcing:

1. Considering current airport access control infrastructure and security arrangements and considering the physical layout of the system, the Contractor shall ensure a sufficient quantity and effective positioning of staff to meet or exceed the Service Level Agreement.
2. The rostered grass cutting, vegetation management, and tree felling staff compliment shall be sufficient to perform all required grass cutting, vegetation management, grading and tree felling requirements.
3. During operational hours, the Contractors shall have sufficient personnel on-site to successfully attend to grass cutting and vegetation management requirements.

**Staff qualifications**

It is noted that ACSA has listed the formal qualifications required under this contract (**see section C 3.11 : stage four for functionality and evaluation criteria**). It will always remain the successful bidders' responsibility to ensure that staff is suitably qualified and experienced for the duties expected of them. Furthermore, 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 instruct those personnel that are not adequately qualified or suited for this contract be removed from the site

**Performance Management****Sample of Incidents, response Times and Penalties:**

Key Performance Area	Response times	When	Target	Penalties
Adhering to grass, vegetation grading and tree felling specifications during Works execution as per the maintenance activities for region B	When NOTAMN is in place for works Maintenance activity table for Region B	All time governed by Frequencies As per the Maintenance activity table for Region B	100% must be achieved	R 5000 for a continuous two months of incidence relating to this key performance area
Response time	24 hours from time of issuing a work order	All times	100% must be achieved	R 5000 for a continuous two months of incidence relating to not meeting this this key performance area
Inferior quality of maintenance works generating hazards to infrastructure such as Inadequate removal of debris after works generating FOD	All times	When new NOTAMN of reworking area is given for rework or for proper workmanship of clearing FOD	100% must be achieved	R 5000 for a continuous two months of incidence relating to not meeting this this key performance area
Closure of Work orders	With in 14 days	All times	100% must be achieved	R 500 for a continuous two months of incidence relating to not meeting this this key performance area
A staff member's PPE does not meet the agreed upon standards and specification requirements.	All times	All times personnel must have adequate PPE	100% must be achieved	R 500 for a continuous two months of incidence relating to not meeting this this key performance area
Fod generation due to in adequate bailing and raking	All times	All times as per the Work order / NOTAM / time instructed by Service manager	100% No FOD should be left on any areas for region B	R 5000 for a continuous two months of incidence relating to not meeting this this key performance area
Unavailability of machinery equipment	All times	All times	100% achieved	R 5000 for a continuous two months of incidence relating to not meeting this this key performance area

## Notification of Penalties:

- The Employer will notify the contractor in writing of its intention to claim a penalty within 30 days of an event or the Employer may lose its right to claim the penalty. Should the Employer not claim a penalty for an event it shall not be interpreted that the level of performance is acceptable or that the Employer 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.
- Any claims directed at the Employer as a result of the equipment/machinery being unavailable will be for the account of the Contractor
- Furthermore, the Employer will hold the Contractor liable for any costs incurred as a result of negligence of the Contractor or as a result of unreasonably poor performance including excessive time taken to effect repairs or maintenance
- The Employer agrees that penalties shall not be levied against the Contractor for any event or non-performance that may occur during the first six (6) months from the start of the contract.
- Penalties will be limited to a maximum of R5 000 per month.

## Proposed Response Time by

In terms of the SLA, the below are the minimum standards for responses. This may differ for airport to airport due to size and square meter of area requiring rectification. The airports shall consider the times and amend their SLAs to suit operations. Minimum standard that Approved Contractors shall respond to all works (contractor for works for region B) related faults as follows:

## During service hours:

Type of Problem	Response Times	When
Overgrown grass, vegetation, trees in various area (see appendix activity schedule) not meeting specifications	As and when required by service manager	Downed time as per the Work order / NOTAM / time instructed by Service manager
FOD identified after grass cutting and vegetation management works	As and when required by service manager	Downed time as per the Work order / NOTAM / time instructed by Service manager

### Quality Control Inspections

#### Quality Control Inspections

- Before signing of on Work Orders, Service manager and Contractors' sight manager for Region B will do a physical inspection on locations of maintenance works in order to ensure specifications outlined in the maintenance activity tables for Region B are met, thereafter if works satisfactory, sign off of the work order will be done.
- A grass cutting, vegetation management and tree felling action plan (for region B) must be submitted on a monthly basis by the Approved Contractor to the ACSA Contracts manager.

#### Note

- Prior to commencement of maintenance works , a safety officer (day or night works) **MUST** INSPECT area for bees, open manhole or any potential hazard and advise the service manager immediately so as to make an informed decision on progressing with the works or postponing works until hazard has been addressed.
- Grass, vegetation tree branches and all debris from maintenance works **must no lie on any of OR Tambo international airport (airside) surface drainages.**

**a. Performance and compliance monitoring**

The Employer or his appointed representatives will monitor with the use of various methods as required, the performance and compliance of the contractor in terms of the provision of services in this contract.

**b. Transgressions by the contractor are, but not limited to the following:**

1. Failure to maintain grass cutting, vegetation management ,grading and tree felling specifications in the maintenance activities table
2. Failure to timeously advise the Employer of any incident that may have direct impact on the integrity of the airport.
3. Failure to disclose information relating to shortages, equipment, machinery, and incidents to the Employer.
4. Failure to conduct any of the required evacuation drills in accordance with airport evacuation procedures and frequencies. (Such airport evacuation procedures will be provided to the successful bidder)
5. Failure to comply with training requirements as prescribed in the tender document and agreed between the parties.
6. Failure to submit required reports and schedules to the Employer as required.
7. Allows or causes an action or event to take place that has a negative impact on the activities on the premises.
8. Disregards or does not pay attention to lawful commands by the authorised representative of the Employer.
9. The contractor and/or its employees are negligent or slack in the execution of their duties.
10. The contractor and/or its employees behave disorderly or ill-mannered whilst rendering services. Disorderly or ill-mannered behaviour may be, but not limited to, the following:
  - a Not adhering to safety measures when operating in runways and taxiway areas and maintain adequate distances from taxing aircraft
  - b Screaming or speaking to each other loudly in the presence of passengers and all other airport patrons; and
  - c Solicitation of money/donations from passengers and all other airport patrons. This conduct is strictly prohibited.
11. The contractor and/or its employees use alcohol and/or drugs or is under the influence of alcohol or drugs whilst rendering services.
12. Use of the premises of the Employer unlawfully.
13. Employees leave their posts without permission.
14. Employees sleep while on duty.
15. Acceptance of bribes. (A bribe means any benefit that a staff may acquire, that has the effect that the services are rendered contrary to the provisions of this agreement.)
16. Uniform is not up to standard or acceptable.
17. Does not comply with the laid-down OHS and SANS standards and guidelines.
18. Employees are not in possession of identity cards as required or falsely perform duties of a specific grade, without the necessary qualifications.
19. Employees may not take their t phones to their post without the permission of a supervisor.
20. Employees may not speak to the press, release information or discuss events external to the Employer.
21. Employees not posted according to generic specifications (absent) or staffs not at positions of duty as determined by the job description.
22. Employees fail to report security breaches.

**c. Penalty System**

The following transgressions shall not be accepted. The service provider should ensure that their employees are oriented on these as part of a code of conduct. Incidents shall be reported on a monthly basis and where it is found that the management is failing to manage these transgressions the following penalties will apply

No.	Description	PENALTIES
1.	Staff found sleeping or taking part or possession of goods not belonging to them. i.e., Attempted theft	Service Provider Code of conduct applies
2.	ACSA incurred a loss as a direct result of the negligent action or omission of the contractor in the execution of his duties in terms of the SLA	Contractor will be responsible for damages
3	The prescribed Job description, Evacuation procedure and Health and Safety plans and appointments not in place or maintained and do not meet with the prescribed guidelines, or revisions.	Notice of breach stipulating a turnaround time for rectification
4.	The contractor or staff fail to carry out or maintain any specific instruction given by the ACSA in the execution of the services	Service Provider Code of Conduct applies
5.	Any legislative breaches and the failing to enforce legislation	Notice of breach stipulating a turnaround time for rectification
6.	A staff was posted for the first time at the site without being introduced to the management or receiving the required site induction and site-specific training.	First incident will receive a written warning. Subsequent incidents will draw a R2 500 fine

d. **Service Level in relation to Grass cutting, vegetation management, and tree felling Machinery and Equipment**

Description	Benchmark
Availability	100% Serviceable and operational
Reporting of Machinery breakdown and unavailability of resources	Service manager must be informed before business day end 07h00-17h00 and 19h00 -05h00 at night in writing
Repairs of breakdown and replacement of resources	Service manager must be informed before business day end 07h00-17h00 and 19h00 -05h00 at night in writing and repairs <b>must</b> be within 24 hours <b>Note</b> : Any delays must be reported to the service manager for time extension There must be a back up plan for all types of machinery break downs so as to minimize operation disruptions. <u>The special case is only given to the heavy-duty tractors in which in the event of a breakdown contractor is granted 24 hour to replace it on site</u> It is within Service managers discretion to grant extension of time
Grass cutting	Grass cutting, vegetation management and tree felling must always adhere to the description provided in the maintenance activity tables <b>(Table 2.1)</b>

**Penalty scheme for Grass cutting , vegetation management and tree felling Equipment and Machinery**

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.

**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 5000/month**.

**Penalty breakdown**

Machinery breaks down affecting maintenance works	R 5 000.00 for a continuous two-month period
Not completing works as per the work order	R 5 000.00 for a continuous two-month period
Safety infringement	R 5 000.00 per incident

Confidential

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CONTRACT NO. \_\_\_\_\_

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 and/or the Contractor.



**Management strategy and start up.****The Contractor's plan for the service**

The Contractor's plan for the service will inform both the employer and service manager the contractor's detailed intention on how the contractor will provide the service. The plan shall consist of working methods as well as details of the resources, including the Equipment the contractor intends to use. This will enable the Service Manager to monitor the contractor performance and to access the adherence to KPI table.

**Management meetings**

The Contractor will be expected to attend meetings relating to Safety, maintenance, contract management and other issues that may arise from time to time on monthly basis or any other prescribed terms. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor shall not submit claims for payment for staff attending any of these meetings. There will be minutes kept for this meeting for record purposes.

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.

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:
Safety audit	Monthly	SOB ACSA Admin offices	Safety Officer, Contractor
Risk register and compensation events	Monthly on last Thursday of every month on Thursday at 10h00	SOB ACSA Admin offices	Employer, Contractor
Overall contract progress and feedback	Monthly on last Thursday of every month on Thursday at 10h00	SOB ACSA Admin offices	Employer, Contractor and ____

**Contractor's management, supervision and key people**

The Tenderer shall include a detailed resource proposal. This shall, as a minimum, include the quantity of staff (with reference to level of skill and formal training of each) and how/where they will be deployed and utilised under this contract. The respondent should submit a company organogram from the Contractor showing his/her people and their lines of authority /communication